

DATED

2025

BRYAN JIAN YU TAN

to

CONTRACT OF SALE OF REAL ESTATE

Property: 406/393 Spencer Street, West Melbourne VIC 3003



HL Conveyancing Services
Licensed Conveyancers

Level 5
447 Collins Street
MELBOURNE, VIC 3000

Tel: 03 9614 4168
Ref: RH:25/4951

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 **406/393 SPENCER STREET, WEST MELBOURNE VIC 3003**

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/...../2025

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2025

Print name(s) of person(s) signing: **BRYAN JIAN YU TAN**

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:	Harcourts			
Address:				
Email:	jason.choong@harcourts.com.au			
Tel:	0410 598 981	Mob:	Fax:	Ref:

Vendor

Name:	BRYAN JIAN YU TAN
Address:	
ABN/ACN:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	HL Conveyancing Services			
Address:	Level 5, 447 Collins Street, Melbourne VIC 3000			
Email:	info@hlconveyancing.com.au			
Tel:	03 9614 4168	Mob: 0430 516 772	DX:	Ref: RH:25/4951

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:				
Address:				
Email:				
Tel:		Fax:	DX:	Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12166	Folio	281	406	PS 801387G

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: 406/393 Spencer Street, West Melbourne VIC 3003

Goods sold with the land (general condition 6.3(f))**Payment**

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

GST (general condition 19)

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 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1.

subject to lease

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

☐ *residential tenancy agreement for a fixed term ending on

OR

☒ *periodic residential tenancy agreement determinable by notice

OR

☐ *lease for a term ending on with options to renew, each of years.

Terms contract (general condition 30)

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 30 and add any further provisions by way of special conditions.

Loan (general condition 20)

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

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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 this page; and*
 - *attach additional pages if there is not enough space.*
-



Special condition 1 – Auction Clause

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 2 – Nomination

The purchaser cannot nominate an additional or substitute purchaser except in accordance with this special condition:

- To nominate an additional or substitute transferee the Purchaser must deliver to the Vendor not later than 21 days prior to the settlement date;
- To nominate an additional or substitute transferee the Purchaser must deliver to the Vendor;
 - A deed or nomination form to be prepared by the purchaser's solicitor or conveyancer in which each nominated additional or substitute transferee jointly and severally confirms to the Vendor that they will comply with all the Purchaser's obligations under this Contract including without limitation any that are capable of having effect after Settlement and under which each jointly and severally indemnifies the Vendor against any claim, loss, damage or liability incurred or arising from the nomination of a substitute or additional purchaser;
 - The sum of \$400.00 plus GST, representing the costs to be incurred by the Vendor in relation to the additional work involved in the nomination referred to in Special Condition 2, which costs shall be reimbursed by the Nominee at settlement; and
 - A guarantee and indemnity (in the form of the guarantee and indemnity attached to this Contract) executed by the director or principal shareholders of the nominee or other persons approved by the Vendor and if the nominee is a corporation defined in the Corporations Act (other than a corporation listed on a recognised stock exchange or one of its wholly owned subsidiaries);
- No release
The purchaser acknowledges and agrees that the Purchaser nominating an additional or substitute transferee will not relieve the Purchaser of its obligations under this Contract either before or after the date of nomination and the Purchaser remains liable under this Contract;
- Loss
If the Vendor suffers or incurs any Loss as a result of the nomination of an additional or substitute transferee by the Purchaser, the Purchaser is liable for and indemnifies the Vendor against such Loss.



Special condition 3 – Foreign purchaser

The purchaser warrants:

- That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.



Special condition 4 – Condition and state of repair

- The Purchaser warrants to the Vendor that the Purchaser has inspected the property and made inquiries concerning the property and is satisfied with its condition, quality, and state of repair. The Purchaser accepts the property as it is, including any defects (whether latent or patent), need for repair, or infestation, the rectification of which the Purchaser is wholly responsible for and agrees to indemnify the Vendor for any loss, damage, claims, expenses, and costs incurred by the Vendor as a result of any rectification.
- The Vendor will not be required to procure any building permit, building approval, final inspection report, certificate of occupancy, owners corporation certificate, or any other permits, approvals, insurance or inspections (other than those

attached herein) in relation to the land or any improvements, and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

- (c) The Purchaser acknowledges that the improvements on the property may be subject to or require compliance with current building regulations, municipal by-laws, or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title, and the Purchaser may not avoid this Contract or make any requisition or claim any compensation from the Vendor on that ground.
- (d) The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.
- (e) The Purchaser shall not make a claim or requisition, delay completion of this transaction, rescind, or terminate this Contract because of anything concerning the matters referred to in Special Condition 4 or in respect of any loss, damage, need for repair relating to the property, or any requirements imposed by a statutory authority on or after the day of sale. The Purchaser bears full responsibility for all post-settlement matters, including but not limited to compliance with statutory requirements, necessary repairs, rectifications, or modifications.



Special condition 5 – Purchaser in Default

The Purchaser hereby acknowledges and agrees that should the Purchaser for any reason fail to perform the Purchaser obligations under the Contract of Sale, and should the Vendor suffer any loss, damage or expense as a result of such failure, in addition to any interest due under General Condition 33, the Purchaser shall reimburse the Vendor for all foreseeable losses, damages or expenses, including, but not limited to:

- a) pay to the Vendor's conveyancer an amount of \$600 plus GST representing a contribution to the Vendor's additional administration costs and conveyancing costs from the Purchaser's breach of its obligation to settle on the due date for settlement;
- b) all costs and all expenses associated with the vendor obtaining bridging finance to complete the vendor's purchase of any other property, together with interest charged on such bridging finance;
- c) additional legal costs and expenses incurred by the vendor, including but not limited to costs and expenses associated with any delay in completion by the vendor of the vendor's purchase of any other property; and
- d) any fees, charges, expenses, and interest of whatsoever nature payable by the vendor to a third party as a result of any delay in completion by the vendor of the vendor's purchase of any other property, whether from that third party or otherwise.
- e) any expenses or costs incurred by the Vendor in relation to temporary accommodation, any transport or removalist agreement entered into by the Vendor in anticipation of the Purchaser satisfying the Purchaser's obligations under the Contract as and when required;

And further

Default Notice

- a) A default notice should be served on the purchaser.
- b) The default notice must:
 - i. Specify the particulars of the default; and
 - ii. State that it is the vendor's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. the default is remedied; and
 - B. Costs of \$600, plus GST, are paid.

Rescission Notice

- a) If the purchaser has not remedied the default within 7 days, the vendor may give a rescission notice.
- b) The rescission notice must:
 - i. Specify the particulars of the failure to comply with the default notice; and
 - ii. State that the contract will be ended in 7 days after the notice is given unless:
 - C. The default is remedied; and
 - D. Further costs of \$600, plus GST, are paid.

- c) The vendor may extend performance of the rescission notice in writing.
- d) If the contract ends by a rescission notice given by the vendor:
 - i. The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - ii. The vendor is entitled to possession of the property; and
 - iii. In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - iv. 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
 - v. any determination of the vendor's damages must take into account the amount forfeited to the vendor.



Special condition 6 – Early Possession

In the event that the Vendor allows the Purchaser to take possession of the subject property prior to settlement then the Purchaser shall execute a licence agreement as prepared by the vendor's representative. The Purchaser agrees to pay the Vendor's costs of the preparation of the licence Agreement. The purchaser agrees to pay a maximum of \$500.00 plus GST towards the costs.



Special condition 7 – Guarantee

General Condition 3 is added to as follows: Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.



Special condition 8 – Variations to General Conditions

- (a) General Conditions 12, 31.4, 31.5 and 31.6 are deleted.
- (b) General condition 20.2 (c) is amended to read: "serves written notice ending this contract, together with written evidence of rejection or non-approval of the loan, on the vendor, by 5pm on the approval date". Written evidence of rejection or non-approval of the loan must be provided by the lender.
- (c) General Condition 21.2 is amended by replacing 'within 14 days' with 'within 7 days' from the day of sale, with all other terms of this clause remaining in full force and effect.
- (d) General Condition 22.2 is amended by replacing 'within 14 days' with 'within 7 days' from the day of sale, with all other terms of this clause remaining in full force and effect
- (e) For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amount to which section 10G of the Sale of Land Act 1962 applies.
- (f) General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.



Special condition 9 – Lease

If the Purchaser buys the property subject to lease or tenancy:

- (a) The Purchaser shall not be entitled to any other lease or tenancy documentation other than that attached to the Vendor's Statement. The Vendor is only obliged to provide copies of any such lease or tenancy documents that are in the actual possession of the Vendor. The Purchaser will not require the Vendor to provide any further lease or tenancy documentation or amend the documentation nor pay any costs of amending the documentation. The Purchaser will not be entitled to refuse or delay settlement or claim any compensation or damages as a result of the Vendor not being able to deliver an original copy of the lease or tenancy documentation at settlement;
- (b) The Purchaser acknowledges that fixtures and fittings plant and equipment on or within the Property may have been installed by or on behalf of the tenant and that the tenant may have the rights at law and/or under the provisions of the applicable lease/tenancy;
- (c) The Vendor shall be entitled to all lease money in respect of the period up to and including the settlement date, and the Purchaser shall be entitled to all lease money after that date. Any prepaid rent shall be apportioned between the Vendor and the Purchaser;
- (d) The Purchaser is not, under any circumstances, entitled to adjust against the Vendor in respect of rent unpaid for any period from the Settlement Date;
- (e) The Purchaser is not, under any circumstances, entitled to adjust the Vendor in respect of outgoings payable or reimbursable by the tenant but not paid or reimbursed for any period before or after the settlement Date;

- (f) If the Purchaser receives any monies from the tenant on account of arrears of rent or outgoings for any period prior to and including the Settlement Date, then the Purchaser must hold those monies on trust for the Vendor and must immediately make payment to the Vendor of such monies and account to the vendor for them;
- (g) Should the tenant be in arrears in the payment of lease monies as at the Settlement Date and the Vendor wishes to commence legal proceedings against the tenant for the recovery of such monies, the Purchaser agrees to allow the Vendor to commence such proceedings in the Purchaser's name but at the Vendor's expense.



Special condition 10 – Mistaken Payments

- (a) If one party fails to make a payment to the other party for any reason, that party shall promptly notify the other party and take all reasonable measures to assist the other party in resolving the issue;
- (b) If one party makes an incorrect payment to the other party's or a third-party account, the paying party shall promptly notify the receiving party and take all reasonable measures to assist the receiving party in tracing and identifying the recipient of the mistaken payment and attempting to recover any mistaken payment as soon as possible;
- (c) Both parties shall work together to address any issues related to mistaken or non-payment and communicate and negotiate in a timely manner on any related matters. Both parties must exchange relevant information promptly upon discovering the mistaken or non-payment, including but not limited to the amount, timing, recipient information, and any other information that may assist in resolving the issue;
- (d) Both parties shall comply with all applicable laws and regulations and make all reasonable efforts to assist each other in resolving any issues related to mistaken or non-payment and comply with the requirements and procedures of relevant institutions;
- (e) Both parties agree that the responsibilities and obligations described in this clause are not limited or excluded by any other clause and shall not have any impact or interpretation on the other clauses of this agreement.



Special condition 11 – Off the Plan

- a. **Registration Period** means the period commencing on the day of sale and expiring ____ months after the Day of Sale.
- b. If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the Registration Period specified in the special condition 11:
 - i. The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - ii. The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;
 - iii. Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
 - D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.
- c. If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- d. If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- e. If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- f. 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.

- g. The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.



Special condition 12 - Settlement Rescheduled

If settlement is rescheduled at the request of the Purchaser, the Purchaser shall be liable to pay the Vendor's Conveyancer a fee of \$220 (inclusive of GST) for each and every rescheduled, day or time of settlement, such additional fee or fees shall be payable by the Purchaser on the rescheduled settlement date and shall form part of the funds required for settlement.



Special condition 13 – Severability

If any part of this Contract is or becomes void or unenforceable or is illegal then that part shall if possible be read down and construed as far as is necessary to be legal and enforceable or (if such is impossible) shall be severed from this Contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

So far as may be legally permissible, the provisions of any Act (Commonwealth or State present or future) shall not apply to this Contract so as to abrogate, extinguish, impair, diminish, fetter, delay, or otherwise detrimentally affect any rights, remedies, or powers of the Vendor.



Special condition 14 – Christmas & New Year Period

- (a) Despite any other provisions in this Contract of Sale, if the settlement has not occurred on or before 19 December of any calendar year, both parties agree that the settlement of this contract will be deferred to 19 January of the following year.
- (b) Neither party may issue a default notice to the other between 19 December and 19 January of the following year, in relation to any failure to complete this Contract of Sale within the period specified in special condition 14(a).
- (c) Neither party may raise any objection, requisition, or claim for compensation concerning any matter disclosed or mentioned in this special condition 14.



Special condition 15 – Land Tax

15.1. Despite any other clause in the Contract, the purchaser acknowledges and agrees that:

- (a) if the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Date; and
- (b) if as a result of the Purchaser's breach, completion of this Contract takes place on a date that after 31 December in the year that completion of this Contract is due to take place (**Settlement Year**); then
- (c) the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and
- (d) the additional tax which the Vendor will incur in accordance with this special condition (**Additional Land Tax**) is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.

15.2. If special condition 15.1 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor on account of the Additional Land Tax an amount equal to 2% of the Price of the Property.

15.3. The parties agree that if the Additional Land Tax as assessed by the Commissioner of State Revenue is:

- (a) less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or
- (b) more than the amount paid, the purchaser must pay the difference to the vendor within 3 days of the assessment notice provided.

**Special condition 16 – Variation of the Contract**

In the event that the Purchaser requests any variation to the Contract, but not including to a change in the settlement date, the Purchaser shall reimburse the Vendor for the conveyancing costs incurred as a result of the variation. Such reimbursement shall be in the amount of \$400.00 plus GST for each variation requested.

The Purchaser acknowledges and agrees that this fee constitutes a reasonable estimate of the additional conveyancing costs incurred by the Vendor in accommodating the request, irrespective of whether the request is made directly through the Vendor's legal representative or otherwise.

**Special condition 17 – Solar Panels**

If there are solar panels on the roof of the dwelling constructed on the property hereby sold the parties agree as follows:

- (a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser/s;
- (b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

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

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

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

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement 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 lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply

that money towards those damages; and

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

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

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

DATED

2025

BRYAN JIAN YU TAN

VENDOR'S STATEMENT

Property: 406/393 Spencer Street, West Melbourne VIC 3003



HL Conveyancing Services
Licensed Conveyancers

Level 5
447 Collins Street
MELBOURNE VIC 3000

T: 03 9614 4168
Ref: RH:25/4951

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

406/393 Spencer Street, West Melbourne VIC 3003

Vendor's name

BRYAN JIAN YU TAN

Date

/ /

Vendor's signature

Purchaser's name

Date

/ /

Purchaser's signature

Purchaser's name

Date

/ /

Purchaser's signature

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them, excluding any owners corporation charges which, if any, are disclosed in the owners corporation certificate attached to this statement)

(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

None to vendor's knowledge.

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.

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ 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.

(a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

No such insurance has been effected.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

To the best of the 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 within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information if any.

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:

See attached certificates.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5 BUILDING PERMITS

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

See attached certificates.

6 OWNERS CORPORATION

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

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable.

8 SERVICES

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

Electricity supply ☐

Gas supply ☐

Water supply ☐

Sewerage ☐

Telephone services ☒

9 TITLE

Attached are copies of the following documents:

9.1 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 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

Certificate of Title Volume 12166 Folio 281.

Plan of Subdivision 801387G.

Basic Owners Corporation Report.

Owners Corporation Certificates.

Water Authority – Information Statement and Certificate / Rate Notices.

Council Authority – Land Information Statement / Rate Notices.

Land Tax Clearance Certificate.

Building Approval 51(1).

Lease Agreement.

Basic Property Report.

Planning Property Report.

VicRoads Certificate.

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

Page 1 of 2

VOLUME 12166 FOLIO 281

Security no : 124129207100D
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LAND DESCRIPTION

Lot 406 on Plan of Subdivision 801387G.

PARENT TITLES :

Volume 03554 Folio 726 Volume 11835 Folio 060

Created by instrument PS801387G 21/11/2019

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

BRYAN JIAN YU TAN of UNIT 406 393 SPENCER STREET WEST MELBOURNE VIC 3003
AS850938P 20/12/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV734334W 14/06/2022

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987

AQ413503K 02/11/2017

DIAGRAM LOCATION

SEE PS801387G 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 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 14/06/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS801387G
OWNERS CORPORATION 2 PLAN NO. PS801387G

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

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Document Identification	PS801387G
Number of Pages (excluding this cover sheet)	60
Document Assembled	21/10/2025 23:12

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PLAN OF SUBDIVISION			EDITION 2	PS801387G	
Location of Land Parish: MELBOURNE NORTH CITY OF MELBOURNE Section: 35 Crown Allotment: 9,10,11,12 (PT),13 (PT) & 14 (PT) Title References: VOL. 3554 FOL. 726 VOL. 11835 FOL. 060 Last Plan Reference: LOT 1 ON TP394222R & LOT 1 ON PS744961Q Postal Address: 83-113 BATMAN STREET, (At time of subdivision) 385-399 SPENCER STREET, FRANKLIN PLACE & McDOUGALL LANE WEST MELBOURNE VIC 3003 MGA2020 Co-ordinates: E 319 540 Zone 55 (of approx. centre of plan) N 5 813 110 GDA2020			Council Name: Melbourne City Council Council Reference Number: SA-2019-39 Planning Permit Reference: TP-2019-414 SPEAR Reference Number: S139466J Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 13/11/2019 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Maria Tomasetig for Melbourne City Council on 20/11/2019		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: - FACE OF WALL, FACE OF BALUSTRADE, TOPSIDE OF FLOOR SLAB, UNDERSIDE OF CEILING SLAB : BOUNDARIES SHOWN HATCHED. - MEDIAN: ALL OTHER BOUNDARIES UNLESS OTHERWISE NOTED. HATCHING WITHIN A PARCEL INDICATES THAT THE RELEVANT STRUCTURE IS CONTAINED WITHIN THAT PARCEL. WHERE LINES ARE SHOWN THUS : ~~~~~~ , THIS INDICATES A BUILDING WALL, FLOOR OR CEILING THAT DOES NOT DEFINE A BOUNDARY. LOTS OF THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATIONS SEARCH REPORT, OWNERS CORPORATIONS ADDITIONAL INFORMATION AND, IF APPLICABLE, OWNERS CORPORATION RULES COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT FOR LAND IN ALL LOTS AND COMMON PROPERTY No.2 & COMMON PROPERTY No.3. & COMMON PROPERTY No. 4 ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS & CABLE DUCTS, AND SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITION OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS & CABLE DUCTS, AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. <u>ABBREVIATIONS USED IN THIS PLAN:</u> CP = COMMON PROPERTY PROJ = PROJECTION OF UNDERSIDE OF CEILING SLAB OR TOPSIDE OF BUILDING STRUCTURE AS SHOWN BALC = BALCONY TERR = TERRACE PT = PART		
ROAD R-1	CITY OF MELBOURNE				
NOTATIONS					
DEPTH LIMITATION DOES NOT APPLY					
Staging This is not a staged subdivision. Planning Permit No. TP-2019-414 Survey: This plan is based on survey in BP3585Q This survey has been connected to Permanent Marks no(s). PM158, PM163 & PM51 in Proclaimed Survey Area No. -					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN					
Reference Easement	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1 # E-2 ##	LIGHT & AIR FOOTWAY TO ACCESS LIFT & STAIRS	2m SEE DIAG 9, 12, 15, 18 & 21	PS744961Q THIS PLAN	LOT 2 ON PS744961Q LOTS B01, B02, 101 & 201 ON THIS PLAN	
# THE LOWER LIMIT OF E-1 IS THE SITE LEVEL - SEE CROSS SECTION A-A' ## LIMITED IN HEIGHT & DEPTH - SEE CROSS SECTION D-D' DEFINED BY BUILDING AS SHOWN ~~~~~~					
 Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		REF 10404N/1 VERSION R LUV Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J	CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 59
PLAN REGISTERED TIME: 10:09 DATE: 21/11/19 Randall McDonald Assistant Registrar of Titles					

PS801387G

LOT DIAGRAM No. SCHEDULE

LOT	PARTS	DIAGRAM No.	LOT	PARTS	DIAGRAM No.	LOT	PARTS	DIAGRAM No.	LOT	PARTS	DIAGRAM No.
401	3	6, 12, 25	804	3	8, 9, 29	1207	3	9, 33	1610	2	17, 37
402	3	8, 24, 25	805	3	5, 17, 29	1208	2	9, 33	1611	2	17, 37
403	3	6, 24, 25	806	2	18, 29	1209	3	9, 33	1701	2	18, 38
404	2	6, 25	807	2	6, 29	1210	3	6, 33	1702	3	8, 12, 38
405	2	9, 25	808	3	21, 29	1211	3	6, 33	1703	3	2, 3, 38
406	3	3, 25	809	3	24, 29	1301	2	18, 34	1704	2	17, 38
407	3	3, 12, 25	810	3	6, 12, 29	1302	3	9, 12, 34	1705	2	17, 38
408	3	24, 25	811	3	6, 9, 29	1303	3	3, 17, 34	1706	2	3, 38
409	3	6, 12, 25	901	2	17, 30	1304	2	17, 34	1707	3	3, 38
410	2	9, 25	902	3	9, 30	1305	2	6, 34	1708	3	3, 38
411	2	24, 25	903	3	3, 12, 30	1306	2	3, 34	1709	3	3, 12, 38
501	2	12, 26	904	2	6, 30	1307	2	9, 34	1710	2	9, 38
502	2	9, 26	905	3	8, 9, 30	1308	3	3, 12, 34	1711	2	9, 38
503	2	9, 26	906	3	17, 18, 30	1309	2	9, 34	1801	3	3, 12, 39
504	2	9, 26	907	3	17, 30	1310	2	6, 34	1802	3	8, 12, 39
505	3	9, 12, 26	908	3	21, 30	1311	3	6, 34	1803	2	3, 39
506	3	6, 26	909	3	24, 30	1401	2	18, 35	1804	2	17, 39
507	3	21, 26	910	3	6, 9, 30	1402	2	9, 35	1805	2	15, 39
508	2	3, 26	911	3	6, 12, 30	1403	3	3, 12, 35	1901	3	3, 12, 40
509	3	3, 12, 26	1001	2	17, 31	1404	2	17, 35	1902	3	21, 40
510	3	6, 12, 26	1002	3	8, 9, 31	1405	2	6, 35	1903	3	21, 40
511	3	6, 12, 26	1003	3	3, 12, 31	1406	2	3, 35	1904	3	21, 40
601	2	24, 27	1004	2	6, 31	1407	3	3, 12, 35	1905	2	6, 40
602	2	9, 27	1005	2	9, 31	1408	2	3, 35	2001	3	3, 12, 41
603	3	3, 12, 27	1006	3	9, 31	1409	3	3, 12, 35	2002	3	9, 12, 41
604	2	9, 27	1007	3	18, 31	1410	2	6, 35	2003	2	18, 41
605	3	9, 12, 27	1008	2	18, 31	1411	2	6, 35	2004	3	9, 41
606	3	6, 27	1009	2	6, 31	1501	2	18, 36	2005	2	6, 41
607	3	6, 27	1010	3	6, 9, 31	1502	3	9, 12, 36	W401	3	12, 15, 25
608	2	3, 27	1011	3	6, 9, 31	1503	2	3, 36	W402	3	2, 25
609	3	3, 12, 27	1101	2	18, 32	1504	2	17, 36	W403	2	17, 25
610	3	6, 12, 27	1102	2	9, 32	1505	2	17, 36	W404	2	14, 25
611	3	6, 12, 27	1103	3	3, 12, 32	1506	3	3, 12, 36	W405	3	2, 12, 25
701	2	24, 28	1104	2	6, 32	1507	2	3, 36	W406	3	14, 25
702	2	9, 28	1105	3	5, 12, 32	1508	3	3, 36	W407	3	2, 25
703	3	3, 12, 28	1106	3	9, 12, 32	1509	2	3, 36	W408	2	17, 25
704	3	8, 9, 28	1107	3	9, 32	1510	2	17, 36	W409	3	11, 15, 25
705	3	9, 12, 28	1108	3	17, 32	1511	2	6, 36	W410	2	2, 25
706	3	17, 28	1109	2	18, 32	1601	2	18, 37	W411	3	5, 12, 25
707	3	6, 28	1110	3	6, 9, 32	1602	3	8, 12, 37	W412	2	17, 25
708	3	24, 28	1111	2	15, 32	1603	3	3, 37	W413	2	14, 25
709	2	3, 28	1201	2	18, 33	1604	2	17, 37	W414	2	2, 25
710	3	6, 9, 28	1202	2	9, 33	1605	2	17, 37	W415	3	14, 25
711	3	6, 12, 28	1203	3	3, 33	1606	3	3, 12, 37	W501	2	5, 26
801	2	24, 29	1204	2	6, 33	1607	2	15, 37	W502	2	8, 26
802	2	9, 29	1205	2	6, 33	1608	3	3, 12, 37	W503	3	2, 12, 26
803	2	3, 29	1206	3	3, 12, 33	1609	3	3, 12, 37	W504	3	2, 12, 26



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ORIGINAL SHEET
 SIZE: A3

SHEET 2

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 Surveyor's Plan Version (1R LUV),
 20/11/2019, SPEAR Ref: S139466J

Digitally signed by:
 Melbourne City Council,
 20/11/2019,
 SPEAR Ref: S139466J

PS801387G

LOT DIAGRAM No. SCHEDULE

LOT	PARTS	DIAGRAM No.	LOT	PARTS	DIAGRAM No.	LOT	PARTS	DIAGRAM No.	LOT	PARTS	DIAGRAM No.
W505	2	8, 26	W807	2	8, 29	W1109	3	14, 32	W1411	3	2, 12, 35
W506	2	2, 26	W808	2	2, 29	W1110	3	14, 32	W1412	2	5, 35
W507	2	23, 26	W809	2	15, 29	W1111	2	17, 32	W1413	2	8, 35
W508	3	2, 23, 26	W810	3	12, 14, 29	W1112	2	5, 32	W1414	3	17, 35
W509	3	14, 26	W811	3	2, 12, 29	W1113	2	8, 32	W1415	3	5, 8, 35
W510	3	12, 15, 26	W812	2	5, 29	W1114	2	17, 32	W1501	2	2, 36
W511	3	2, 11, 26	W813	3	5, 24, 29	W1115	2	8, 32	W1502	2	18, 36
W512	2	5, 26	W814	2	11, 29	W1201	3	17, 33	W1503	3	9, 36
W513	2	3, 26	W815	2	8, 29	W1202	3	5, 33	W1504	3	9, 36
W514	2	12, 26	W901	3	20, 30	W1203	2	14, 33	W1505	3	2, 36
W515	3	2, 12, 26	W902	3	5, 8, 30	W1204	2	17, 33	W1506	3	12, 15, 36
W601	2	5, 27	W903	2	2, 30	W1205	3	2, 3, 33	W1507	2	18, 36
W602	3	5, 8, 27	W904	2	2, 30	W1206	3	5, 33	W1508	3	12, 14, 36
W603	3	2, 27	W905	3	5, 8, 30	W1207	3	2, 33	W1509	2	2, 36
W604	3	2, 23, 27	W906	3	20, 30	W1208	2	14, 33	W1510	3	14, 36
W605	3	2, 27	W907	3	2, 30	W1209	3	14, 33	W1511	2	18, 36
W606	3	14, 27	W908	2	2, 30	W1210	3	14, 33	W1512	3	14, 15, 36
W607	3	2, 12, 27	W909	2	15, 30	W1211	3	2, 12, 33	W1513	3	8, 36
W608	2	2, 27	W910	3	12, 14, 30	W1212	2	5, 33	W1514	2	18, 36
W609	3	14, 27	W911	2	17, 30	W1213	2	8, 33	W1515	2	18, 36
W610	2	2, 27	W912	2	5, 30	W1214	3	2, 23, 33	W1601	3	17, 37
W611	3	2, 27	W913	2	2, 30	W1215	3	5, 8, 33	W1602	2	2, 37
W612	2	5, 27	W914	3	5, 30	W1301	2	2, 34	W1603	2	24, 37
W613	2	5, 27	W915	3	2, 30	W1302	2	2, 34	W1604	2	14, 37
W614	2	12, 27	W1001	3	17, 31	W1303	2	5, 34	W1605	3	5, 37
W615	3	2, 17, 27	W1002	2	3, 31	W1304	3	5, 34	W1606	4	11, 15, 17, 37
W701	2	2, 28	W1003	3	6, 31	W1305	2	21, 34	W1607	3	5, 6, 37
W702	2	12, 28	W1004	2	17, 31	W1306	2	2, 34	W1608	2	14, 37
W703	2	2,28	W1005	2	8, 31	W1307	2	18, 34	W1609	3	11, 14, 37
W704	2	2,28	W1006	3	20, 31	W1308	2	2, 34	W1610	3	14, 37
W705	2	12, 28	W1007	2	8, 31	W1309	2	2, 34	W1611	3	5, 12, 37
W706	2	2,28	W1008	2	2, 31	W1310	2	5, 34	W1612	2	5, 37
W707	2	24, 28	W1009	2	15, 31	W1311	2	18, 34	W1613	2	17, 37
W708	2	2,28	W1010	3	12, 14, 31	W1312	2	6, 34	W1614	3	21, 37
W709	2	2,28	W1011	2	8, 31	W1313	3	6, 34	W1615	3	5, 37
W710	2	2,28	W1012	2	5, 31	W1314	2	18, 34	W1701	2	2, 38
W711	2	24, 28	W1013	2	8, 31	W1315	2	18, 34	W1702	2	18, 38
W712	2	2,28	W1014	2	6, 31	W1401	3	2, 17, 35	W1703	2	8, 38
W713	2	2,28	W1015	2	2, 31	W1402	3	5, 35	W1704	2	8, 38
W714	2	24, 28	W1101	3	17, 32	W1403	2	14, 35	W1705	2	18, 38
W715	2	24, 28	W1102	3	2, 8, 32	W1404	2	14, 35	W1706	2	8, 38
W801	2	5, 29	W1103	3	17, 32	W1405	3	5, 8, 35	W1707	2	18, 38
W802	3	5, 8, 29	W1104	3	17, 32	W1406	2	5, 35	W1708	2	8, 38
W803	2	2, 29	W1105	3	5, 32	W1407	3	5, 35	W1709	2	2, 38
W804	2	2, 29	W1106	3	5, 32	W1408	2	2, 35	W1710	2	14, 38
W805	2	8, 29	W1107	3	5, 8, 32	W1409	3	11, 14,35	W1711	2	18, 38
W806	3	14, 29	W1108	2	2, 32	W1410	3	14, 35	W1712	2	8, 38



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CAD REF: 10404N-1R LUV (ID 288326).dwg

ORIGINAL SHEET
SIZE: A3

SHEET 3

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SPEAR Ref: S139466J

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LOT DIAGRAM No. SCHEDULE

LOT	PARTS	DIAGRAM No.	LOT	PARTS	DIAGRAM No.	LOT	PARTS	DIAGRAM No.	LOT	PARTS	DIAGRAM No.
W1713	2	8, 38	W2015	3	20, 21, 41	W2402	3	20, 45	322	5	8, 12, 20, 23
W1714	2	20, 38	W2101	3	2, 12, 42	W2403	3	12, 15, 45	323	5	5, 6, 8, 20, 23
W1715	2	20, 38	W2102	3	20, 42	W2404	3	14, 15, 45	324	4	8, 17, 20, 23
W1801	3	21, 39	W2103	3	17, 42	W2405	3	17, 45	325	4	8, 17, 20, 23
W1802	2	17, 39	W2104	2	5, 42	W2406	3	5, 45	326	3	8, 20, 23
W1803	2	5, 39	W2105	3	21, 42	W2407	3	20, 45	327	4	12, 17, 20, 23
W1804	2	23, 39	W2106	2	6, 42	W2408	2	8, 45	328	3	20, 21, 23
W1805	3	5, 8, 39	W2107	2	17, 42	W2409	3	14, 45	329	4	8, 17, 20, 23
W1806	2	5, 39	W2108	2	5, 42	W2501	2	2, 46	330	4	8, 17, 20, 23
W1807	3	5, 8, 39	W2109	2	14, 42	W2502	3	5, 12, 46	331	3	20, 21, 24
W1808	2	23, 39	W2110	2	5, 42	W2503	2	8, 46	332	2	20, 21, 24
W1809	3	14, 39	W2111	3	2, 17, 42	W2504	3	12, 15, 46	333	5	3, 5, 8, 21, 23, 24
W1810	3	20, 39	W2112	2	8, 42	W2505	3	17, 46	B01	3	9, 11, 14
W1811	3	2, 12, 39	W2113	2	5, 42	W2506	3	5, 6, 46	B02	4	9, 11, 12, 15
W1812	2	8, 39	W2114	3	2, 12, 42	W2507	3	5, 6, 46	G01	2	12, 15, 18
W1813	2	5, 39	W2115	3	21, 42	W2508	2	14, 46	101A	3	11, 17
W1814	3	20, 39	W2201	3	2, 12, 43	W2509	2	15, 46	101B	4	11, 17
W1815	3	17, 39	W2202	3	20, 43	W2601	2	2, 47	101C	4	8, 11, 12, 17
W1901	3	17, 40	W2203	2	17, 43	W2602	3	8, 47	201	3	12, 21
W1902	2	17, 40	W2204	2	17, 43	W2603	2	8, 47			
W1903	2	5, 40	W2205	3	20, 43	W2604	2	8, 47			
W1904	2	5, 40	W2206	3	6, 12, 43	W2605	3	8, 11, 47			
W1905	3	17, 40	W2207	3	21, 43	W2606	3	8, 47			
W1906	2	5, 40	W2208	2	17, 43	W2607	3	8, 14, 47			
W1907	3	17, 40	W2209	2	14, 43	W2608	2	8, 47			
W1908	2	5, 40	W2210	2	5, 43	W2609	2	3, 47			
W1909	2	5, 40	W2211	3	5, 8, 43	301	3	20, 23, 24			
W1910	2	5, 40	W2212	3	8, 43	302	3	20, 23, 24			
W1911	2	2, 40	W2213	2	5, 43	303	3	20, 23, 24			
W1912	3	8, 9, 40	W2214	3	12, 17, 43	304	3	20, 23, 24			
W1913	2	24, 40	W2215	3	17, 43	305	3	20, 23, 24			
W1914	2	20, 40	W2301	2	2, 44	306	3	20, 23, 24			
W1915	3	21, 40	W2302	2	17, 44	307	3	20, 23, 24			
W2001	3	17, 41	W2303	3	8, 44	308	3	20, 23, 24			
W2002	3	21, 41	W2304	3	8, 44	309	3	20, 23, 24			
W2003	2	5, 41	W2305	2	20, 44	310	3	20, 23, 24			
W2004	2	5, 41	W2306	2	8, 44	311	3	20, 23			
W2005	3	17, 41	W2307	2	20, 44	312	3	20, 23			
W2006	2	5, 41	W2308	2	14, 44	313	3	20, 23			
W2007	3	17, 41	W2309	2	2, 44	314	3	20, 23			
W2008	2	5, 41	W2310	2	8, 44	315	3	20, 23			
W2009	3	14, 15, 41	W2311	2	20, 44	316	3	20, 21, 23			
W2010	2	5, 41	W2312	3	8, 44	317	3	20, 21, 23			
W2011	3	2, 12, 41	W2313	2	8, 44	318	3	20, 23, 24			
W2012	3	8, 12, 41	W2314	2	20, 44	319	4	17, 20, 23			
W2013	2	24, 41	W2315	2	18, 44	320	5	17, 20, 23			
W2014	3	17, 41	W2401	2	2, 45	321	5	8, 17, 20, 23			



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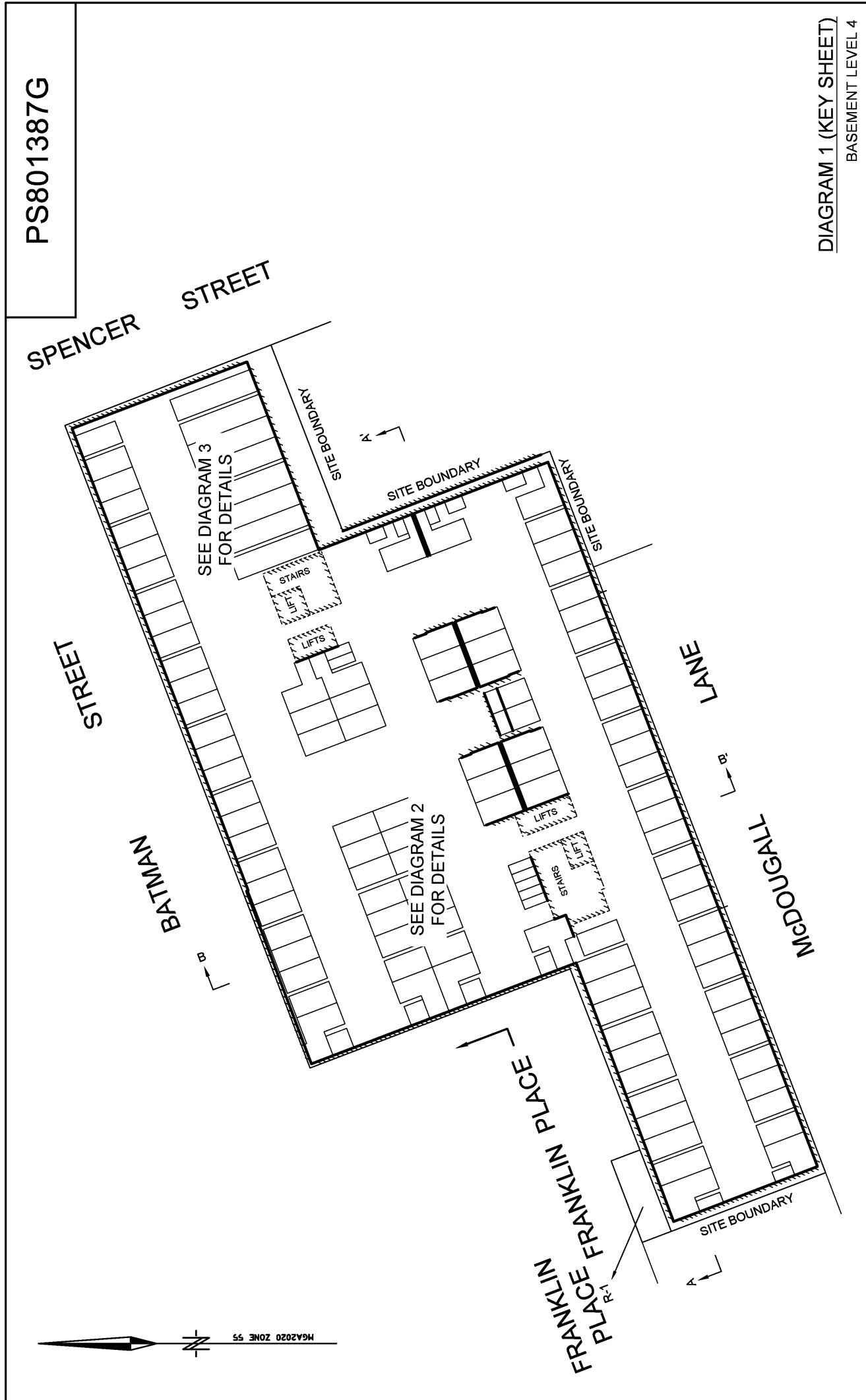
CAD REF: 10404N-1R LUV (ID 288326).dwg

ORIGINAL SHEET
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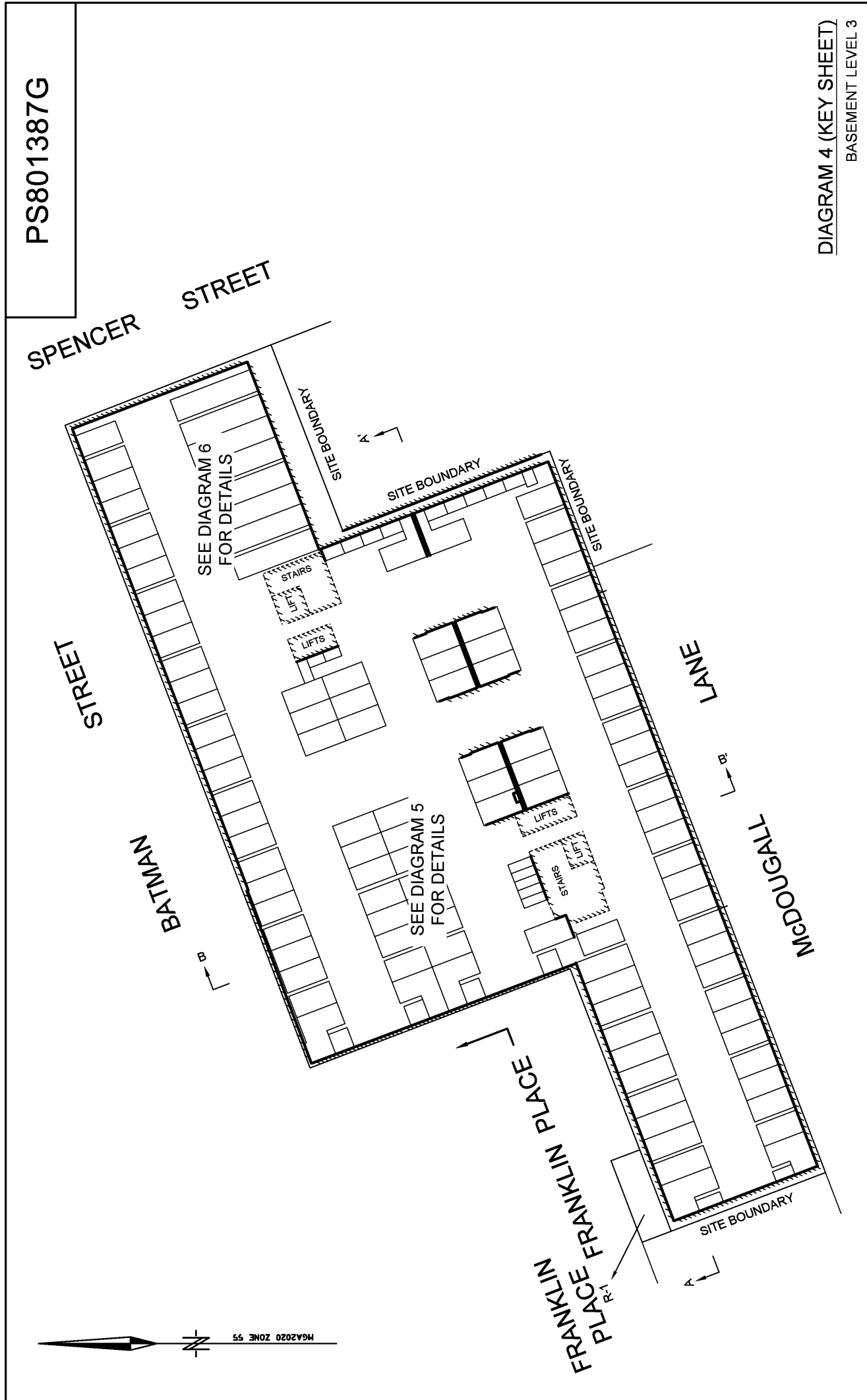
SHEET 4

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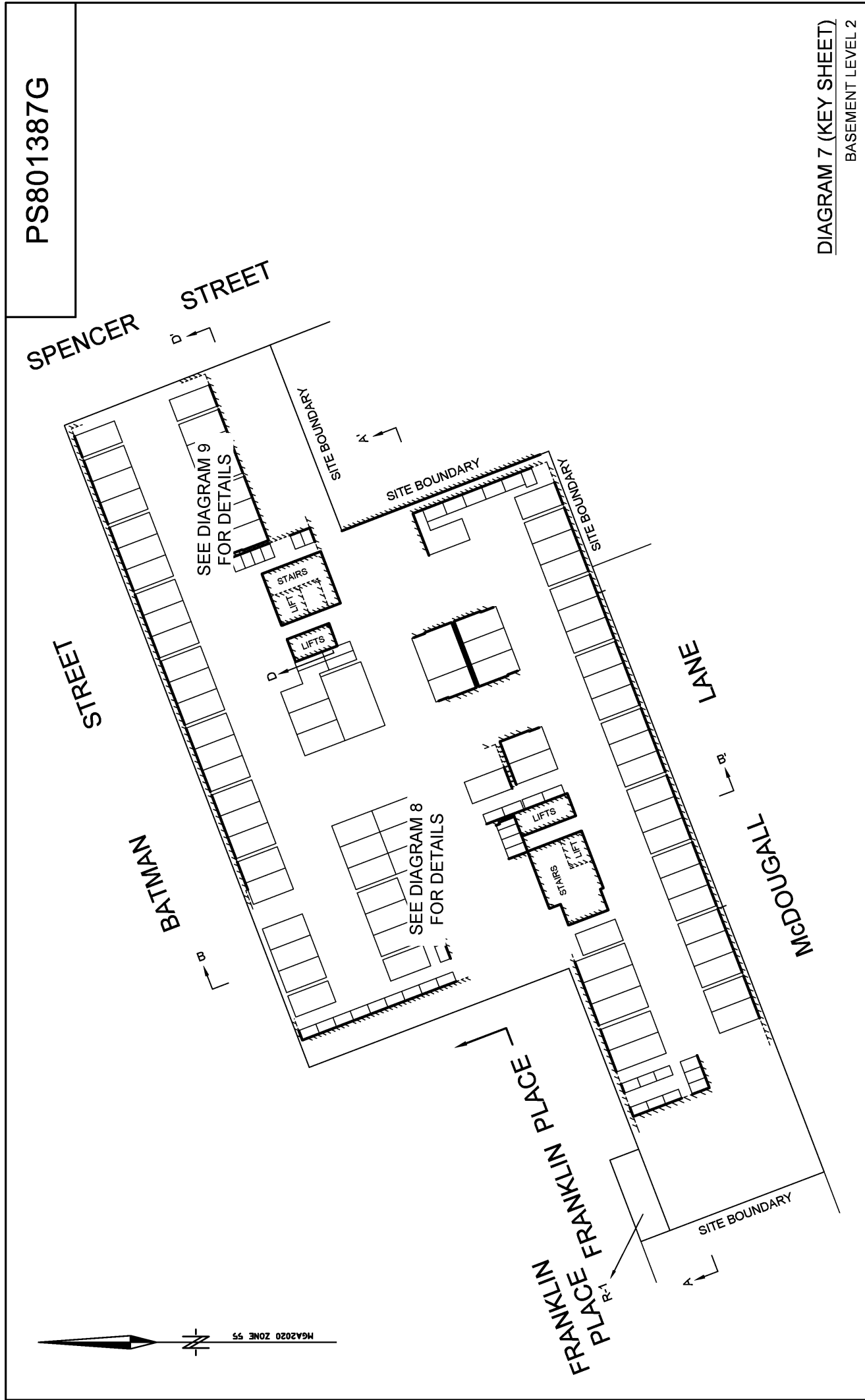
Digitally signed by:
 Melbourne City Council,
 20/11/2019,
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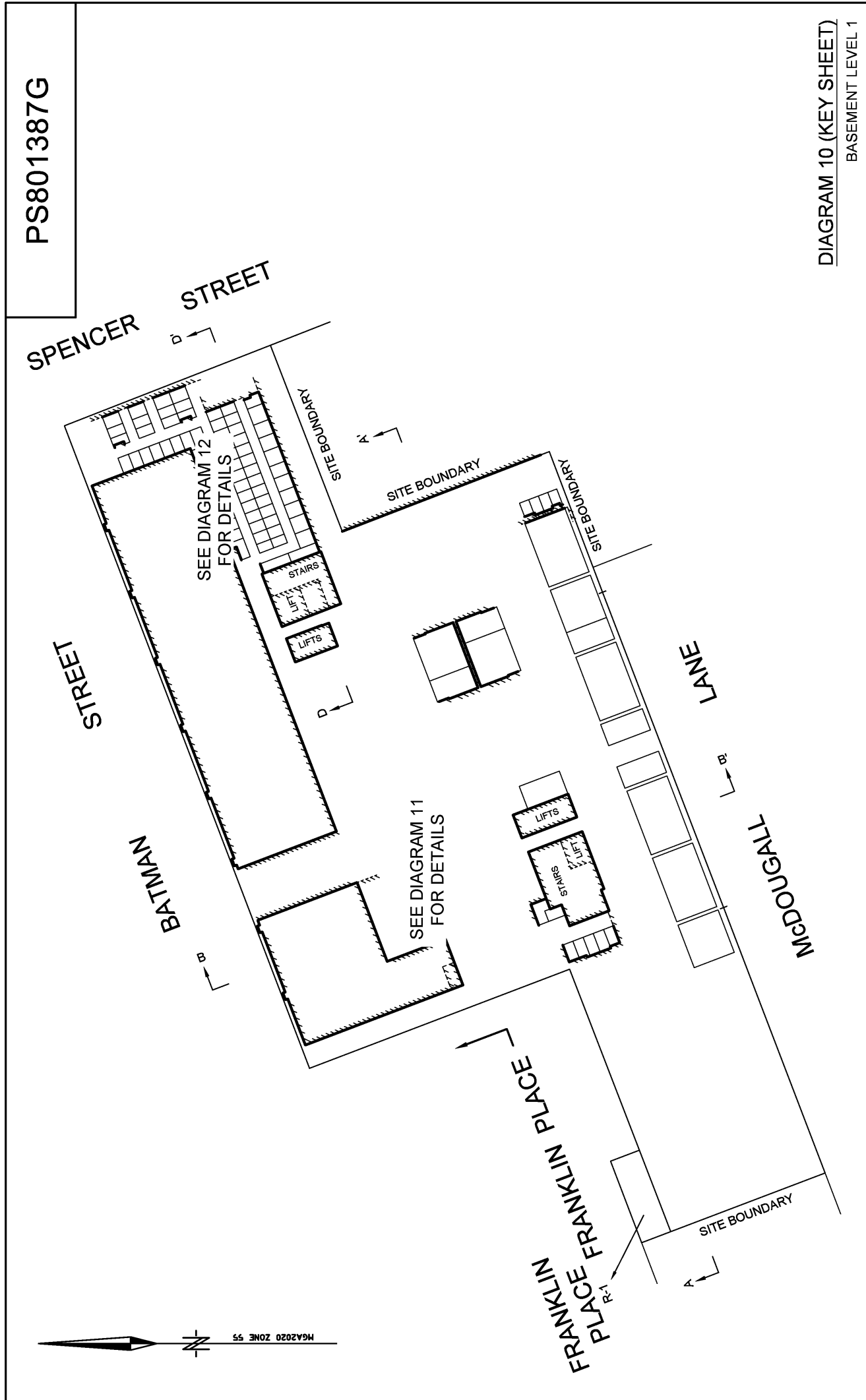
PS801387G		REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 5
HELLIER MCFARLAND Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		Digitally signed by: Raymond Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J		



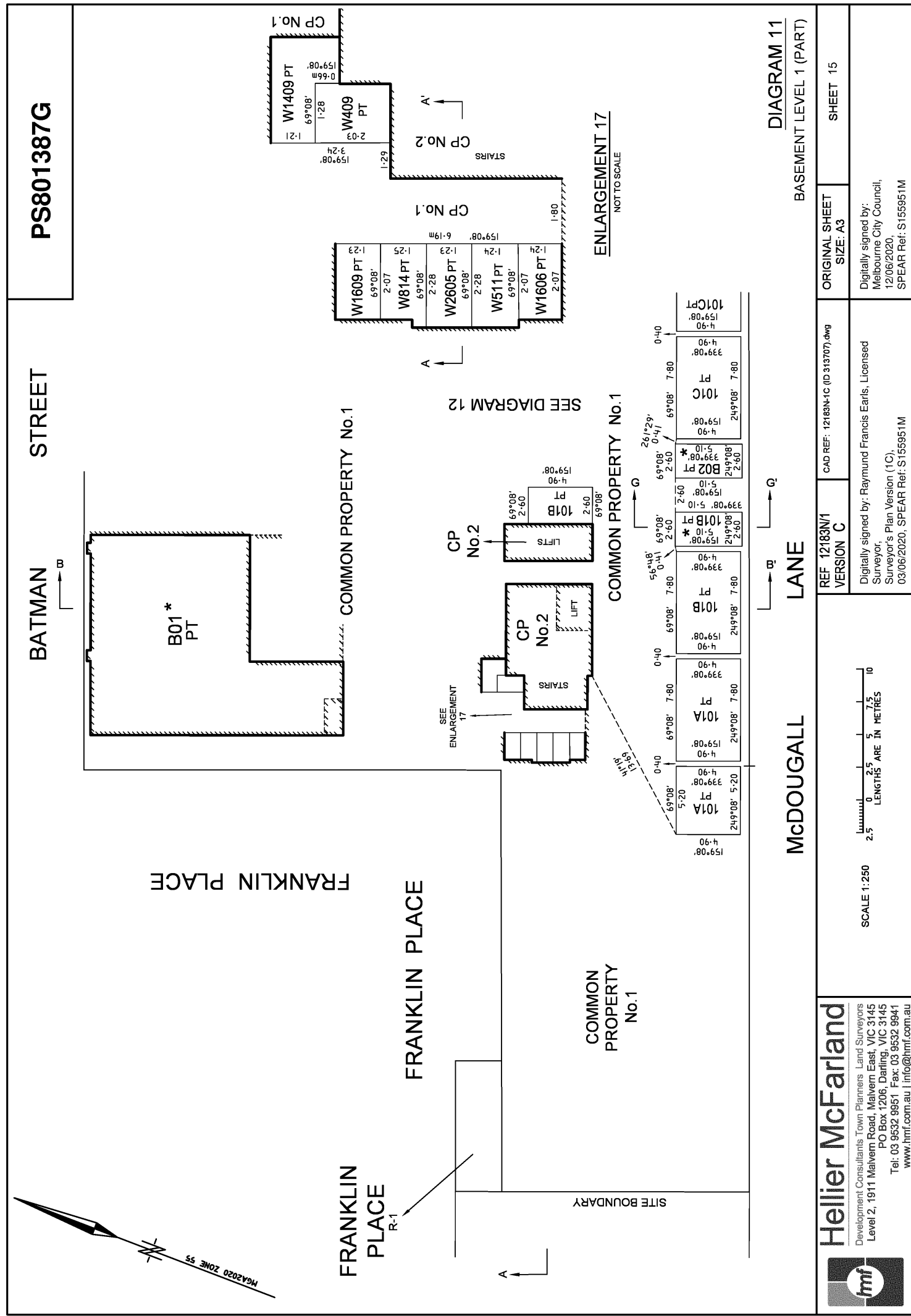
PS801387G		DIAGRAM 4 (KEY SHEET)		BASEMENT LEVEL 3	
REF 10404N/1		VERSION R LUV	CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 8
SCALE 1:400		LENGTHS ARE IN METRES		0 4 8 12 16	
HELLIER MCFARLAND		Development Consultants Town Planners Land Surveyors		Level 2, 1911 Malvern Road, Malvern East, VIC 3145	
Level 2, 1911 Malvern Road, Malvern East, VIC 3145		PO Box 1206, Darling, VIC 3145		Tel: 03 9532 9951 Fax: 03 9532 9941	
www.hmf.com.au info@hmf.com.au		Digitally signed by: Raymond Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J	



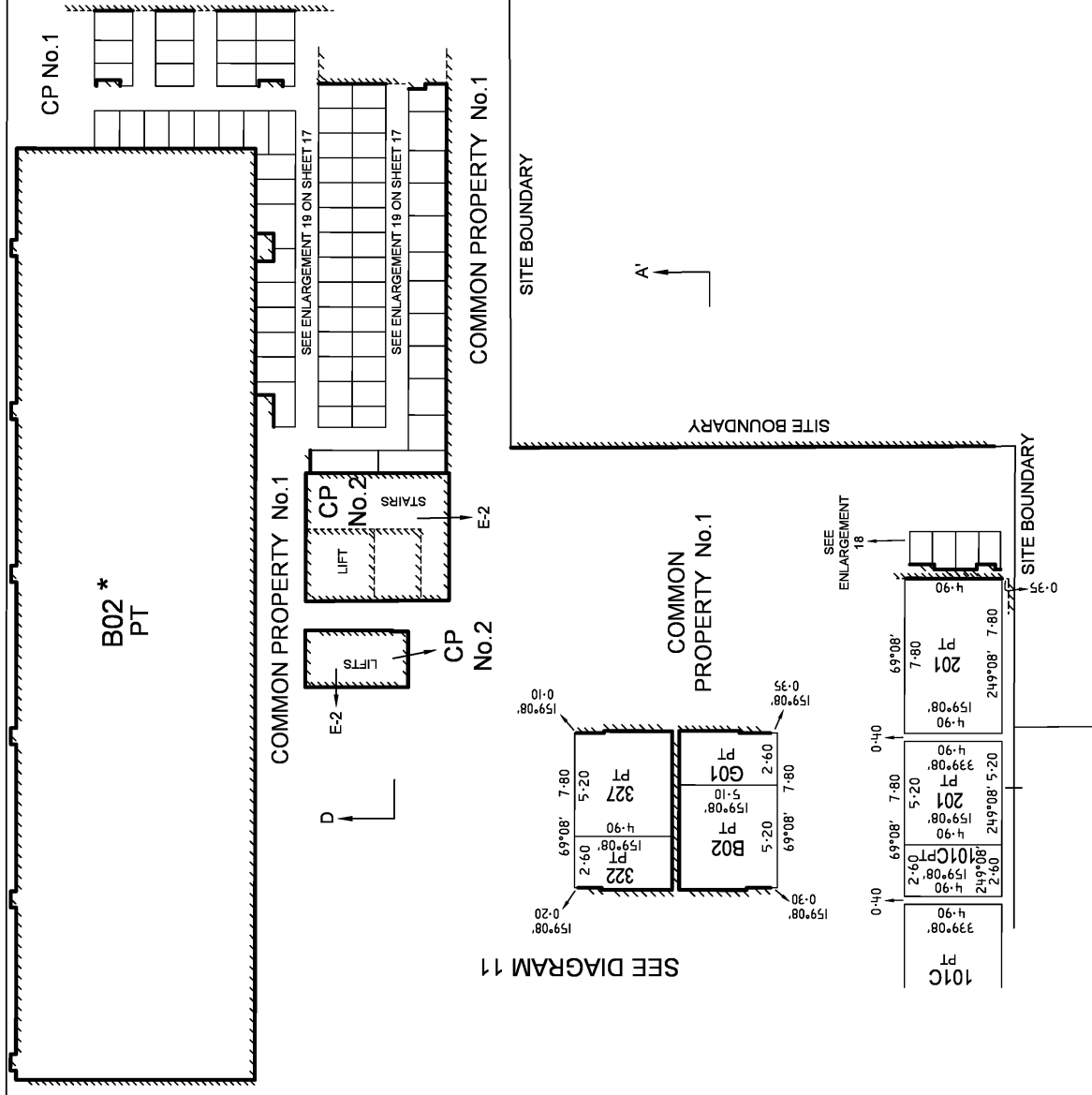
Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 11
Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J				



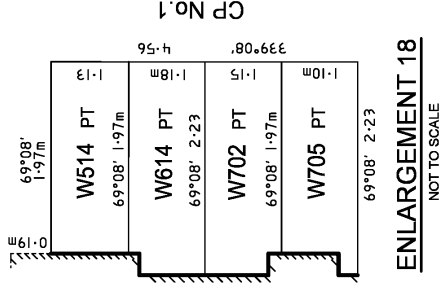
Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 14
SCALE 1:400 LENGTHS ARE IN METRES 0 4 8 12 16		Digitally signed by: Raymond Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J		



PS801387G



SEE DIAGRAM 11



ENLARGEMENT 18
NOT TO SCALE

NOT TO SCALE

SPENCER STREET

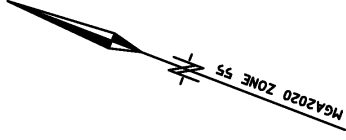


DIAGRAM 12
BASEMENT LEVEL 1 (PART)



Hellier McFarland

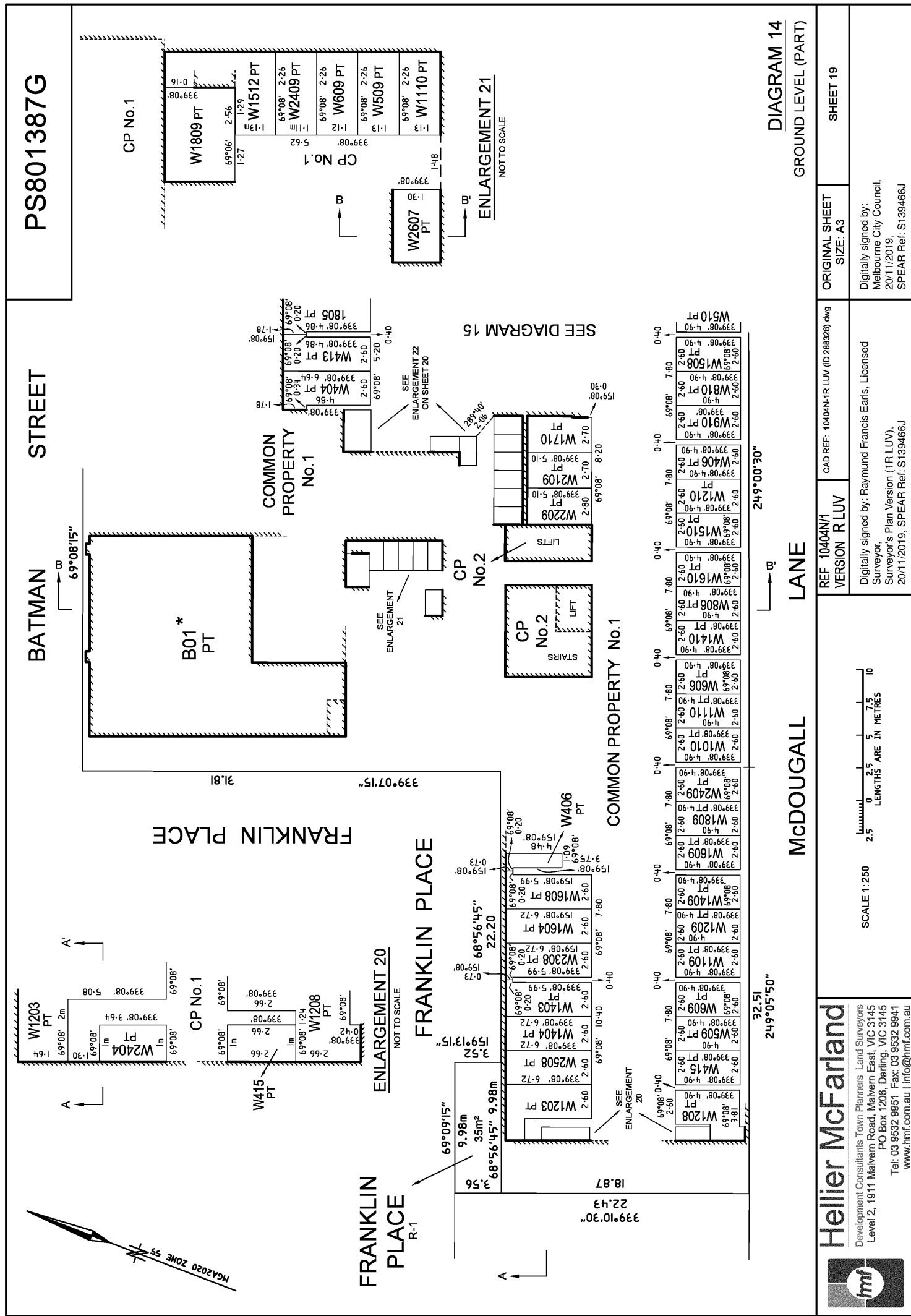
Development Consultants Town Planners Land Surveyors
 Level 2, 1911 Malvern Road, Malvern East, VIC 3145
 PO Box 1206, Darling, VIC 3145
 Tel: 03 9532 9951 Fax: 03 9532 9941
www.hmf.com.au | info@hmf.com.au

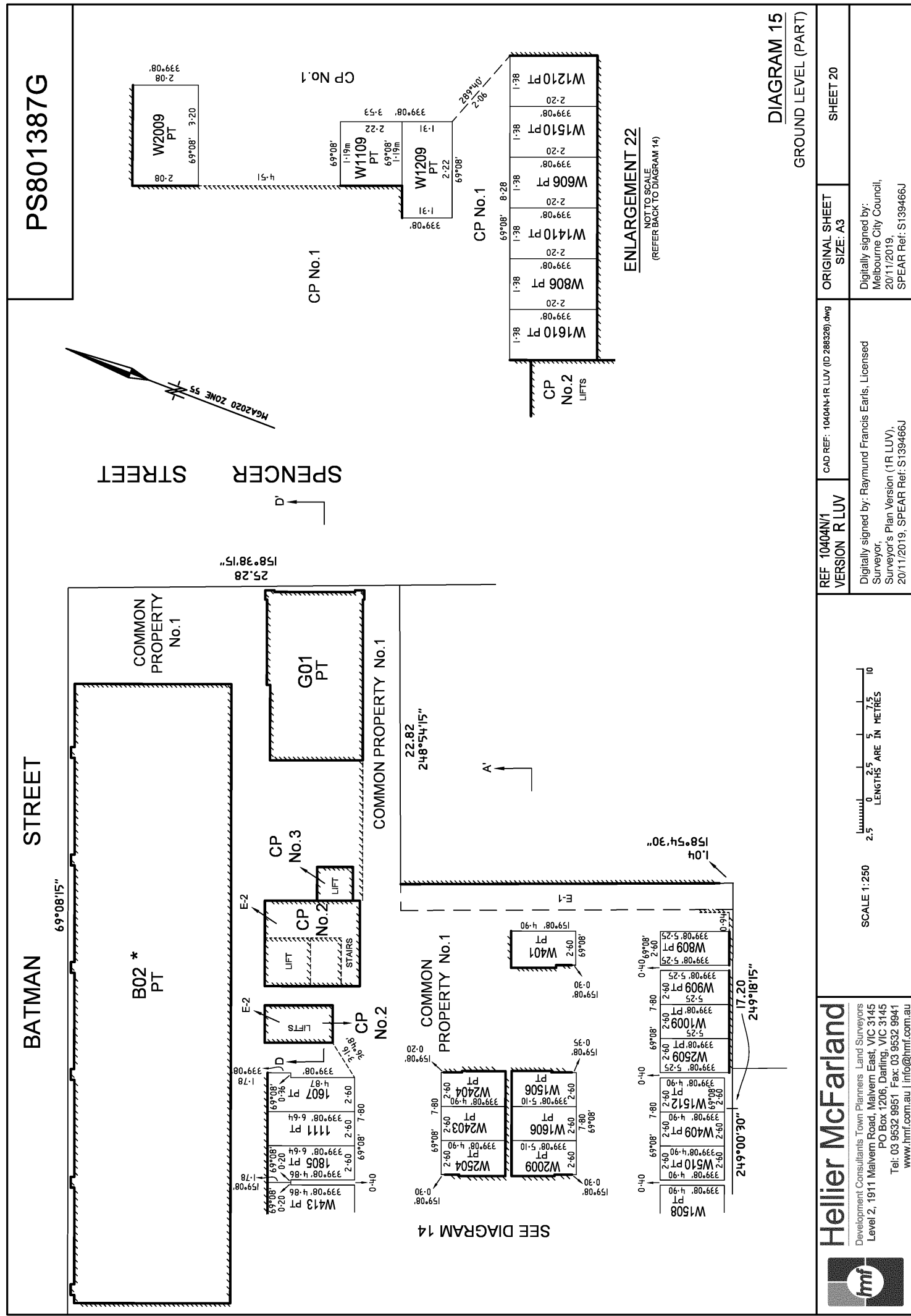
SCALE 1:250



LENGTHS ARE IN METRES

REF 12183N/1 VERSION C	CAD REF: 12183N-1C (ID 313707).dwg	ORIGINAL SHEET SIZE: A3	SHEET 16
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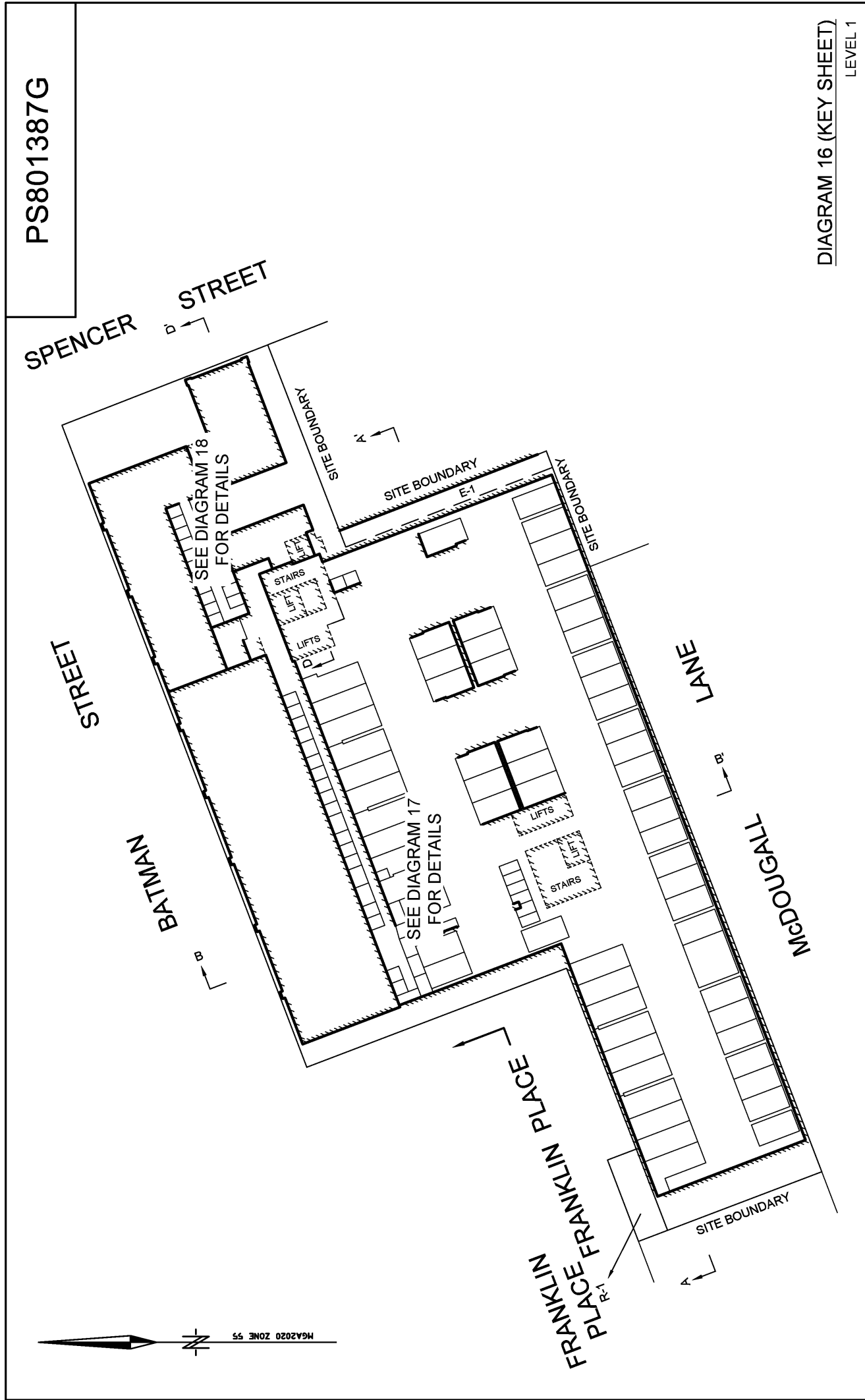
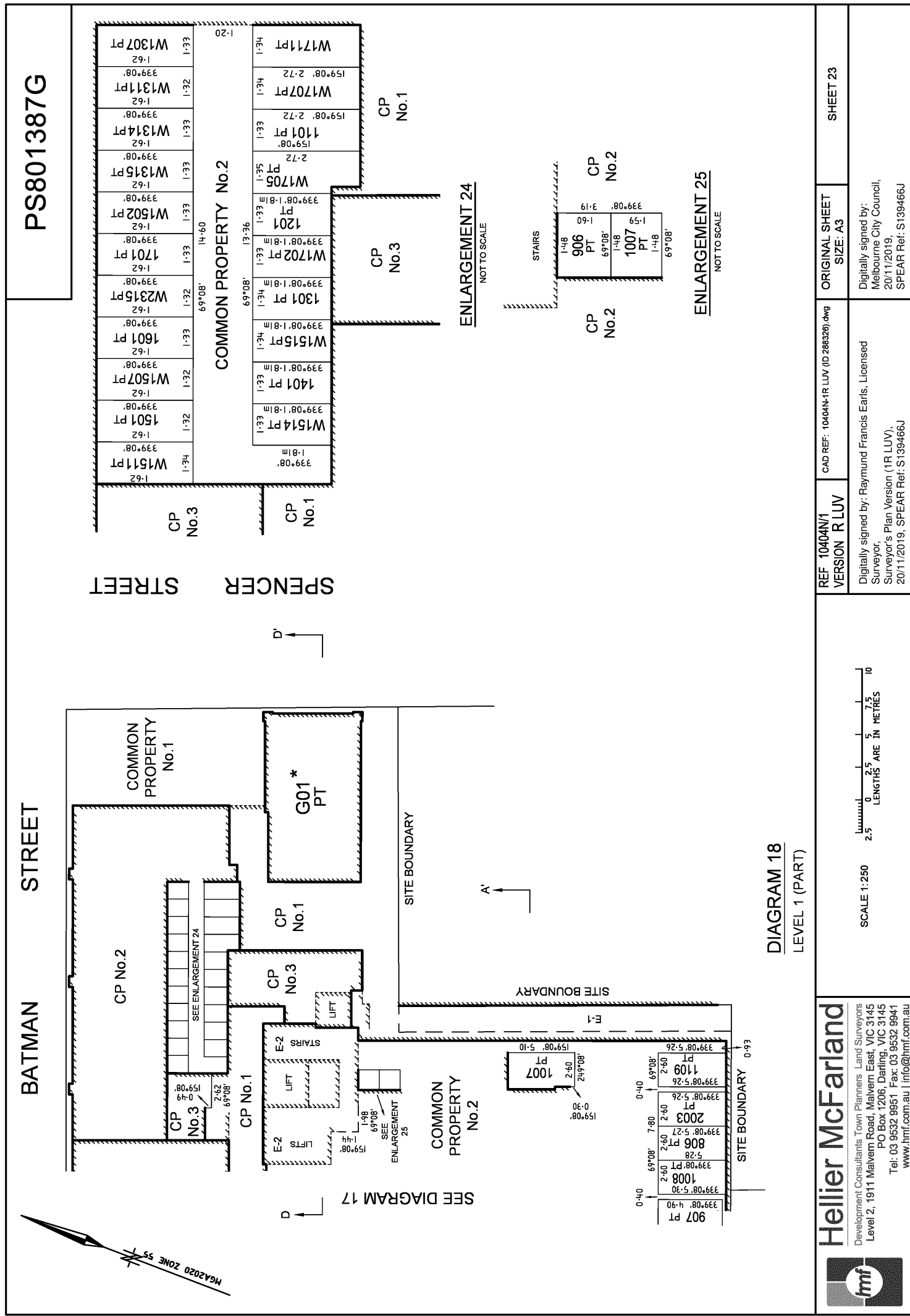


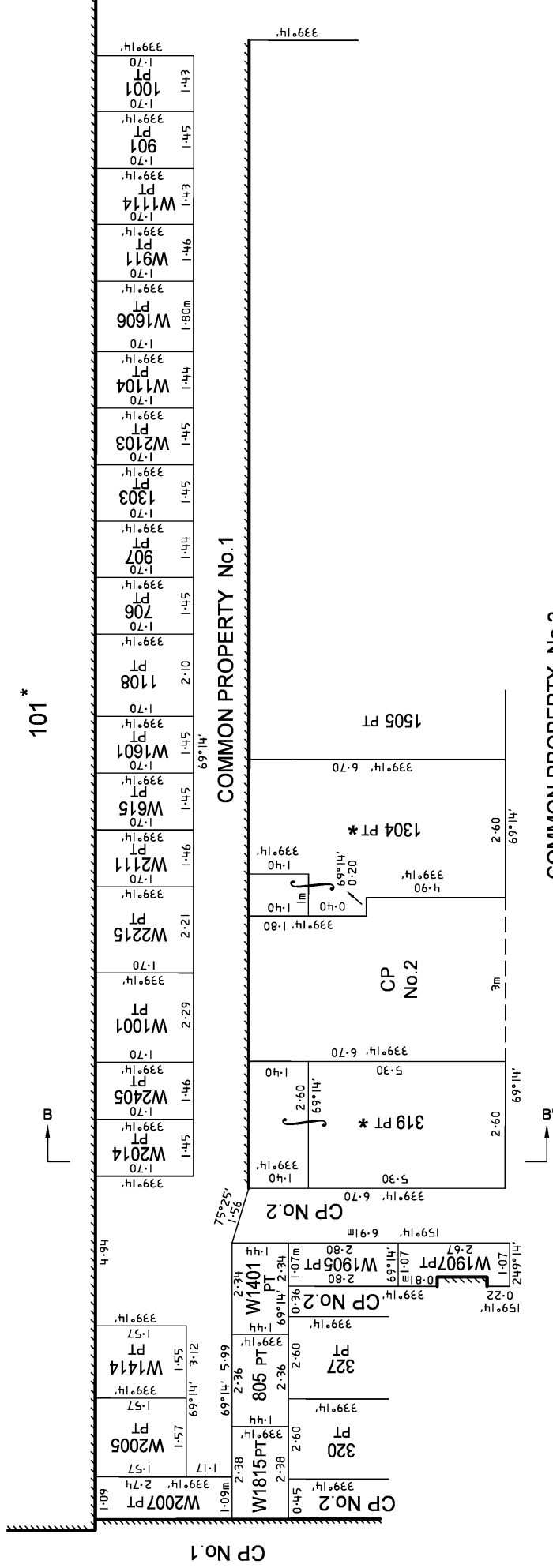
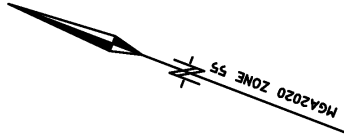
DIAGRAM 16 (KEY SHEET)

LEVEL 1

		Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		SCALE 1:400 LENGTHS ARE IN METRES 0 4 8 12 16	
REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg		ORIGINAL SHEET SIZE: A3	
Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J		SHEET 21	



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REF 1040N/1 VERSION R LUV		CAD REF: 1040N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 24
Digitally signed by: Raymond Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J		

PS801387G

SPENCER STREET

STREET

BATMAN

B

SEE DIAGRAM 21
FOR DETAILS

STAIRS

SITE BOUNDARY

A

SITE BOUNDARY

SEE DIAGRAM 20
FOR DETAILS

FRANKLIN PLACE
R-1

LANE

FRANKLIN PLACE

SITE BOUNDARY

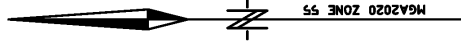
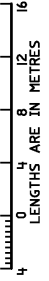
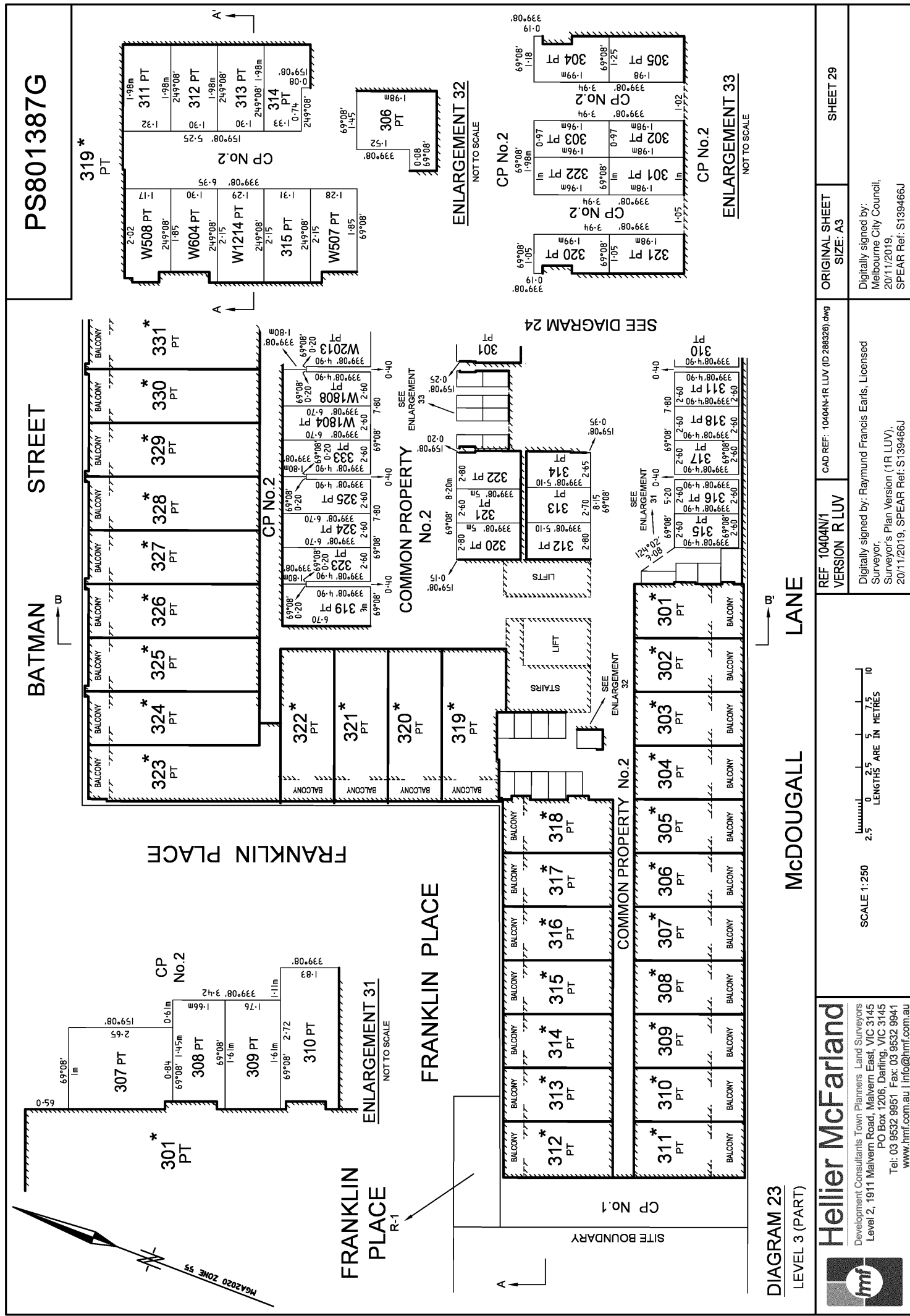
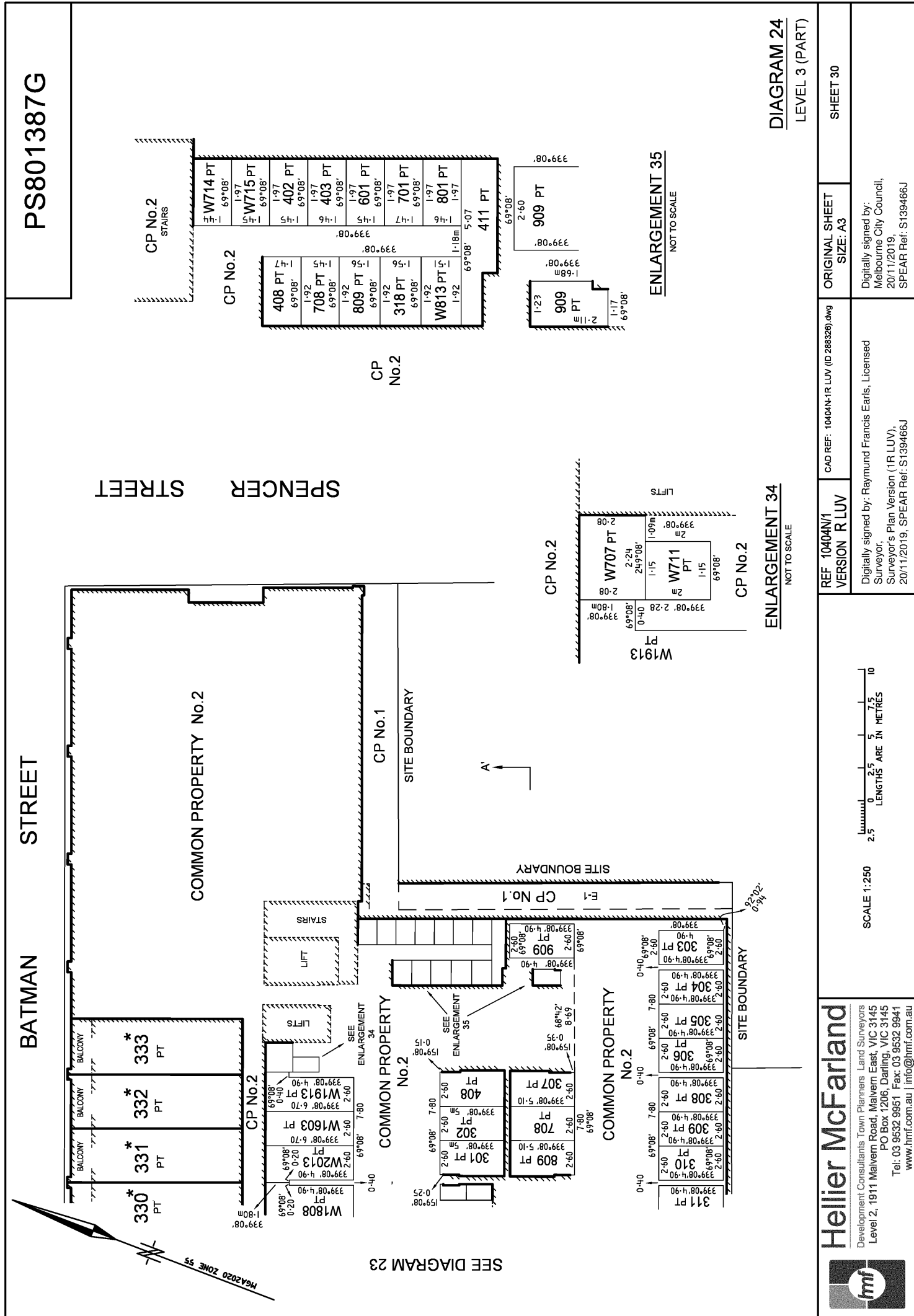


DIAGRAM 19 (KEY SHEET)

LEVEL 2

		Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Daring, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		SCALE 1:400  LENGTHS ARE IN METRES	
REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg		ORIGINAL SHEET SIZE: A3	
Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J		SHEET 25	





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SPENCER STREET

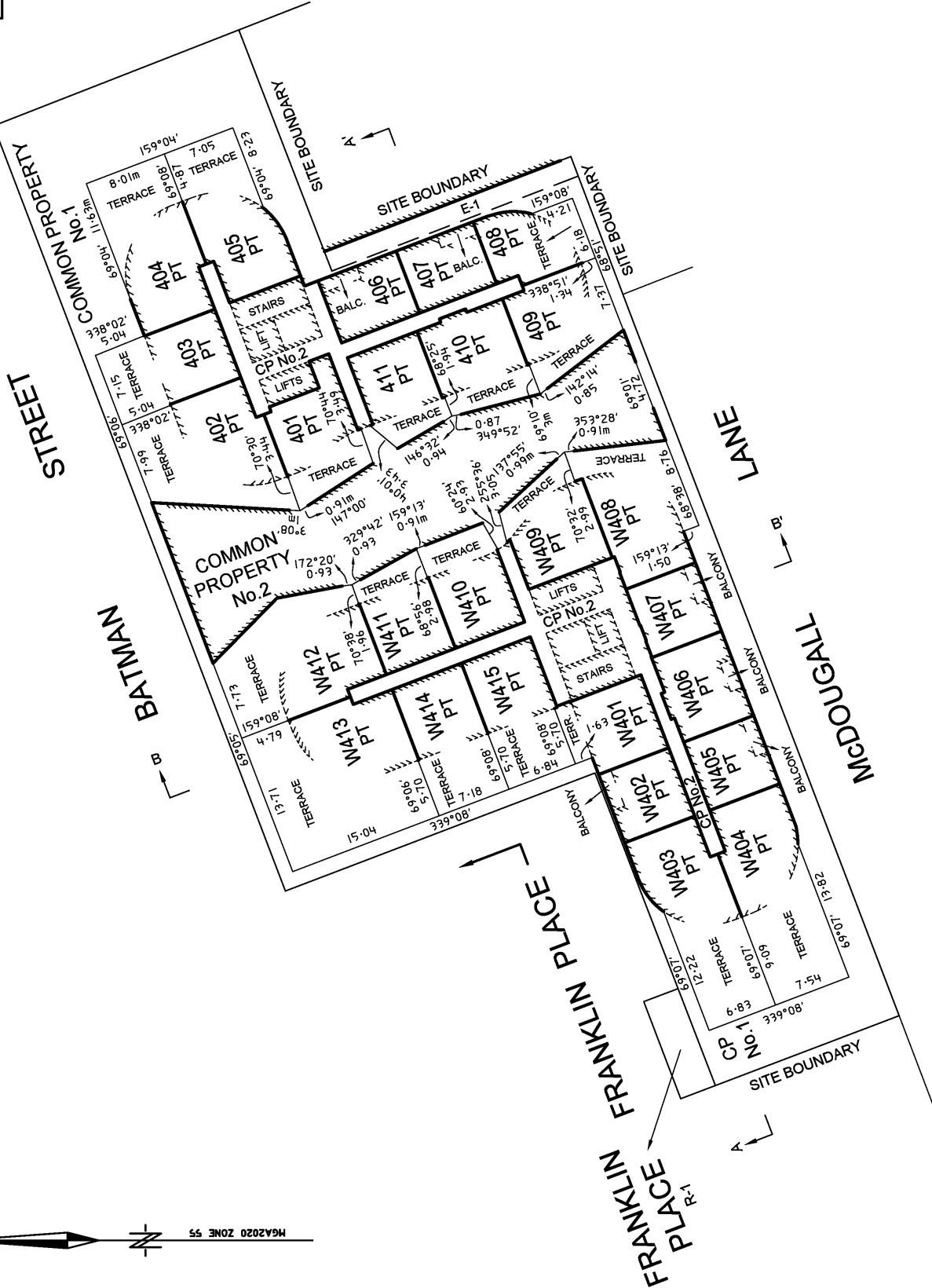
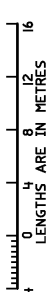


DIAGRAM 25
LEVEL 4

REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 31
SCALE 1:400  LENGTHS ARE IN METRES		Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		
Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J		

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SPENCER STREET

BATMAN STREET

FRANKLIN PLACE

LANE

MCDONAGH LANE

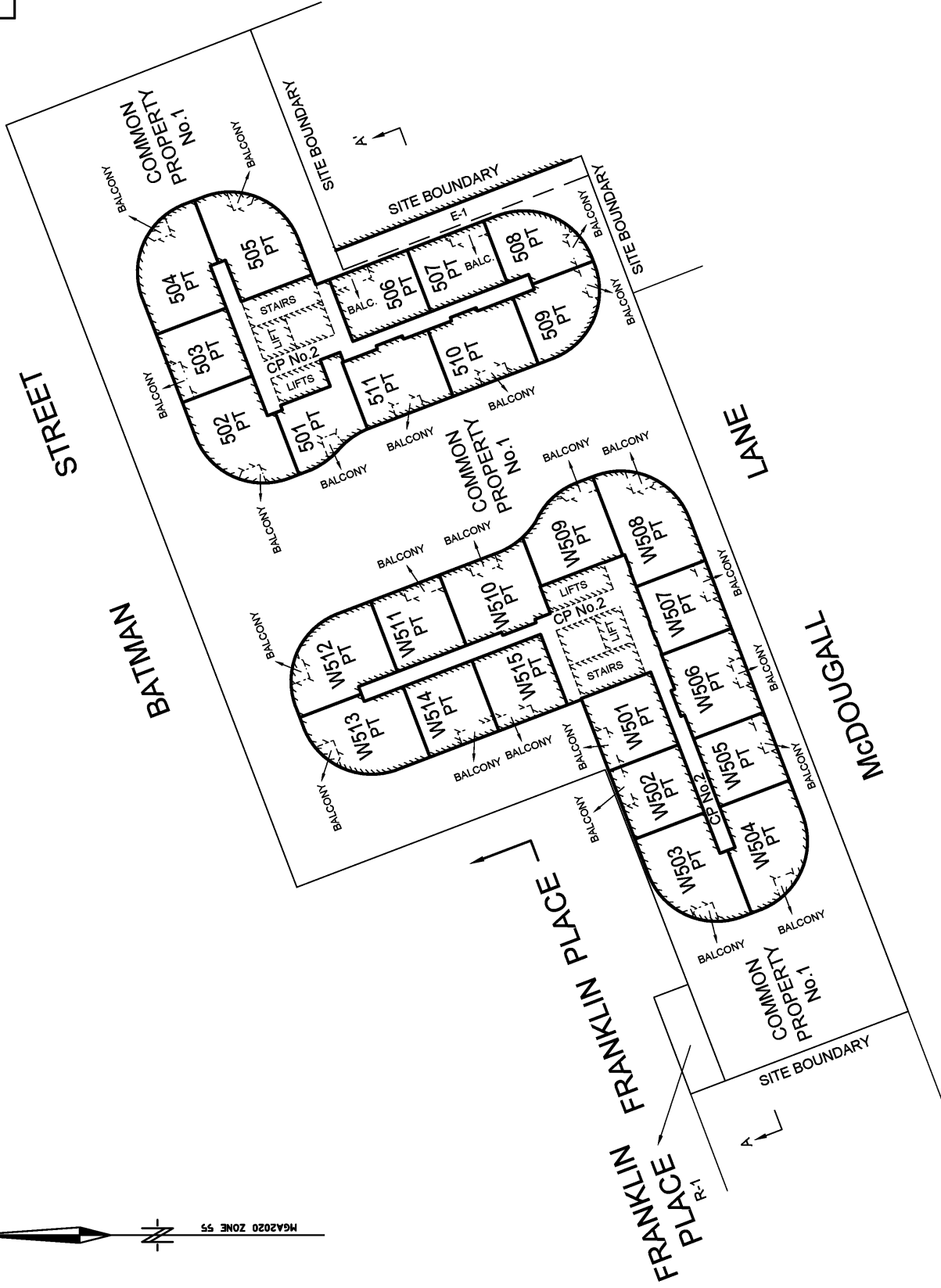
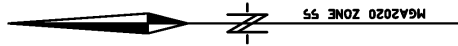


DIAGRAM 26

LEVEL 5

Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		SCALE 1:400 LENGTHS ARE IN METRES		REF 10404N/1 VERSION R LUV	CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 32
Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J			

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SPENCER STREET

BATMAN STREET

FRANKLIN PLACE

LANE

MCDONALD LANE

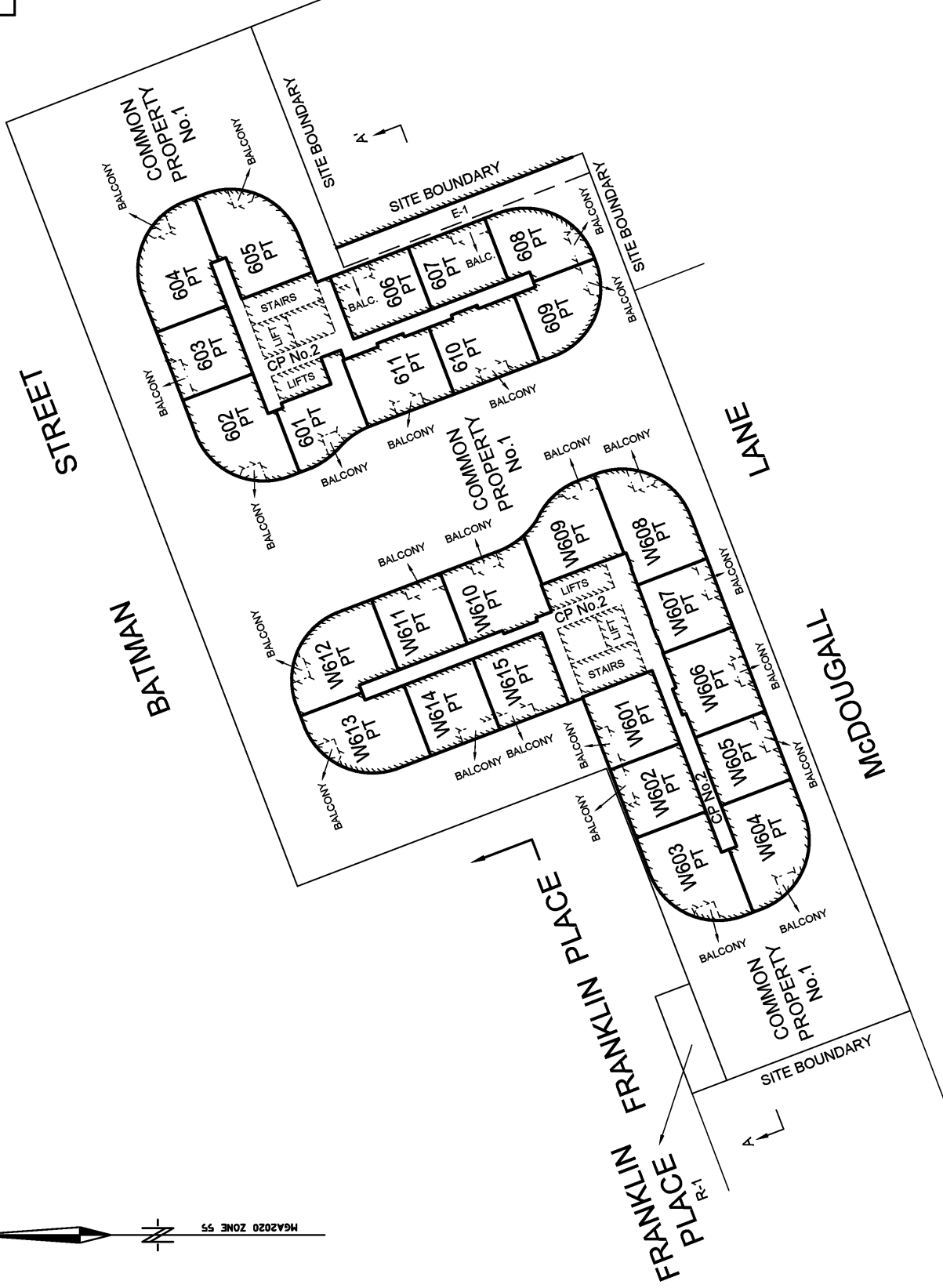
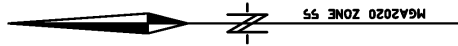


DIAGRAM 27
LEVEL 6

REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 33
SCALE 1: 400				
Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		
Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J				

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SPENCER STREET

BATMAN STREET

FRANKLIN PLACE

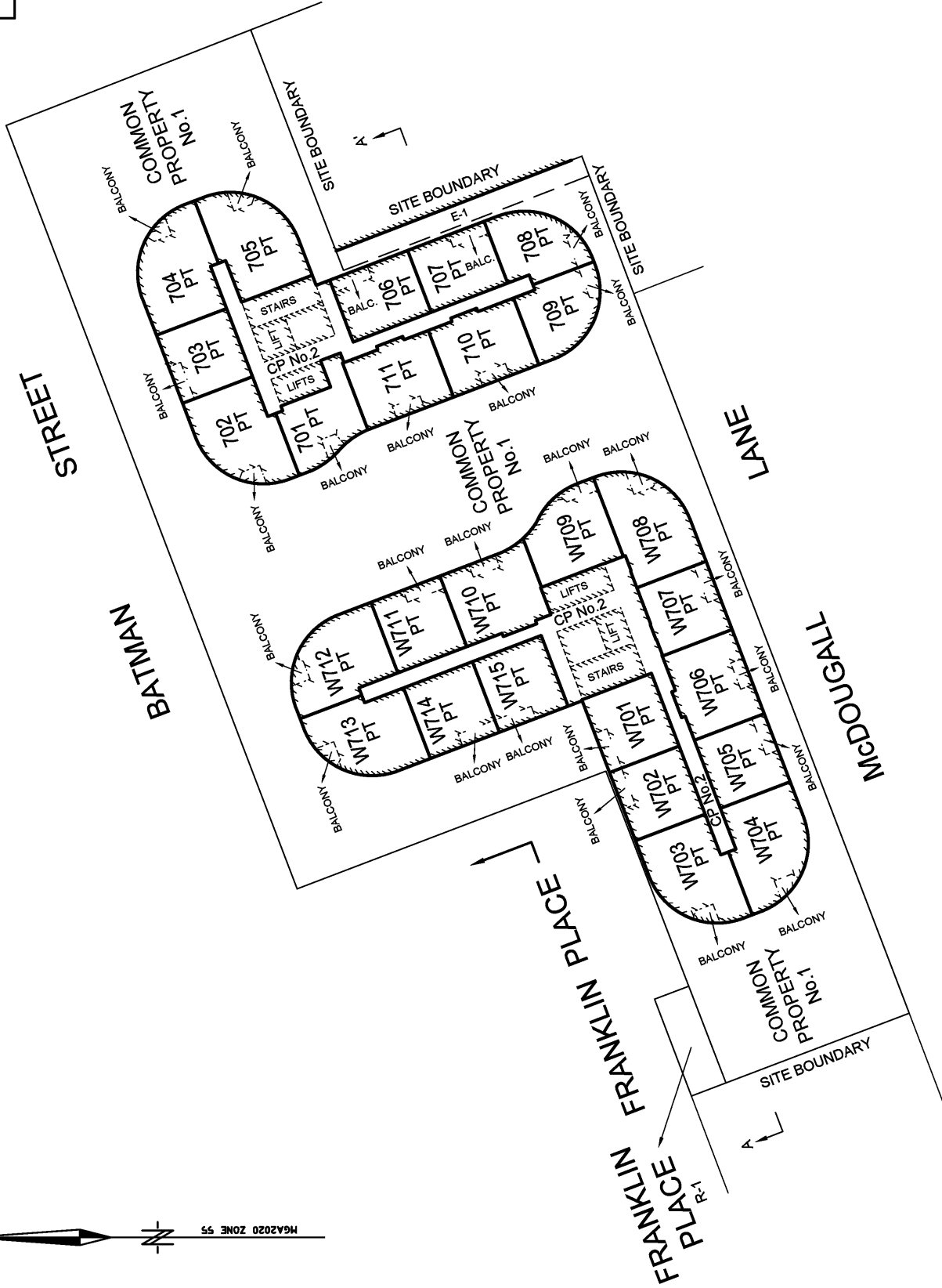
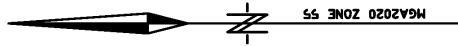
LANE

MCDONOUGH LANE

DIAGRAM 28

LEVEL 7

REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 34
SCALE 1:400		LENGTHS ARE IN METRES 0 4 8 12 16		
Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		
Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J				



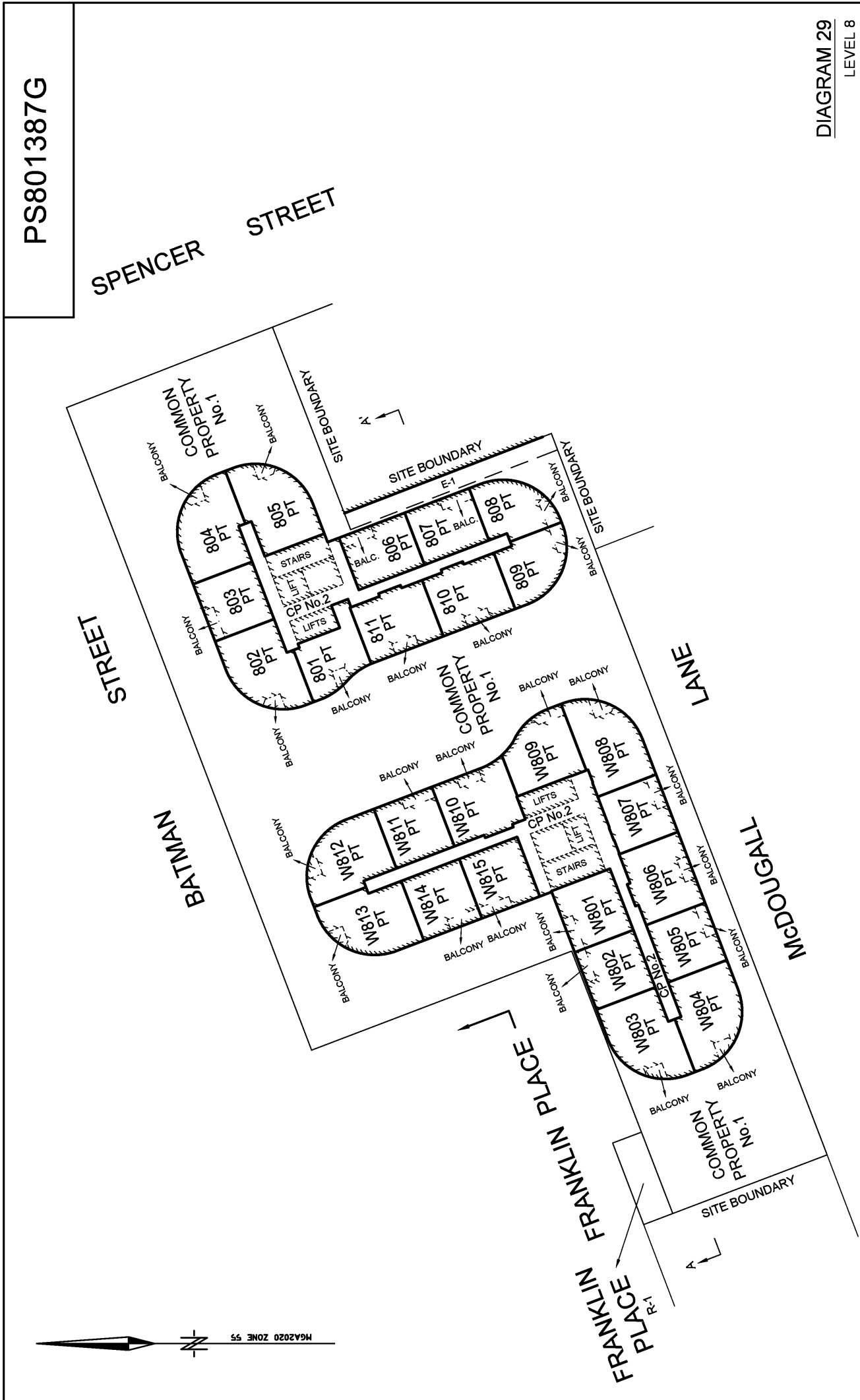


DIAGRAM 29
LEVEL 8

REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 35
SCALE 1: 400		LENGTHS ARE IN METRES 0 4 8 12 16		
Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		Digitally signed by: Raymond Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		
Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J				

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SPENCER STREET

BATMAN STREET

FRANKLIN PLACE

LANE

MCDONNELL

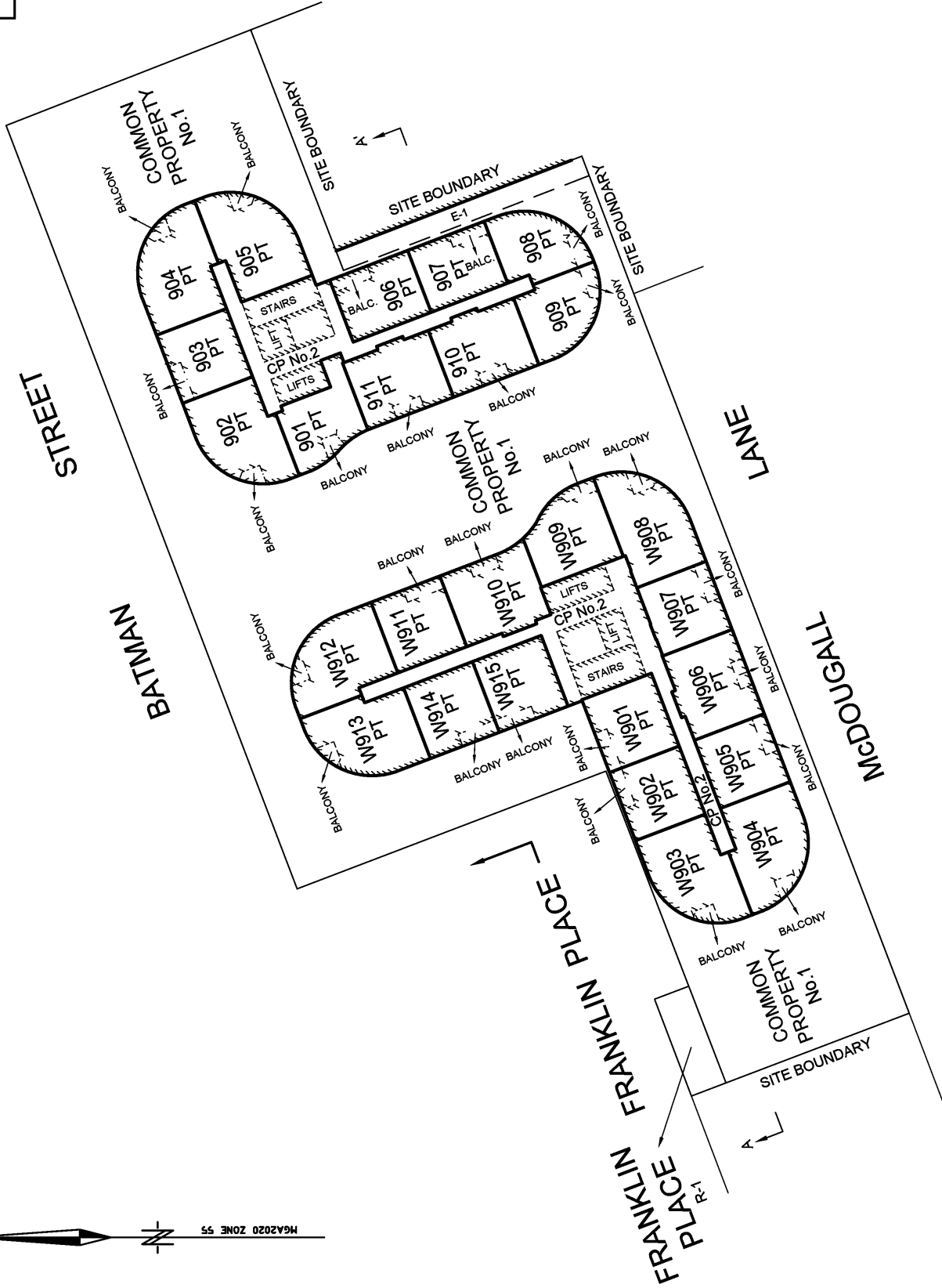
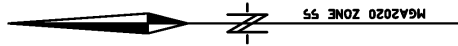


DIAGRAM 30

LEVEL 9

REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 36
SCALE 1: 400		LENGTHS ARE IN METRES		
Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		
		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J		

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SPENCER STREET

BATMAN STREET

FRANKLIN PLACE

LANE

MCDONNELL

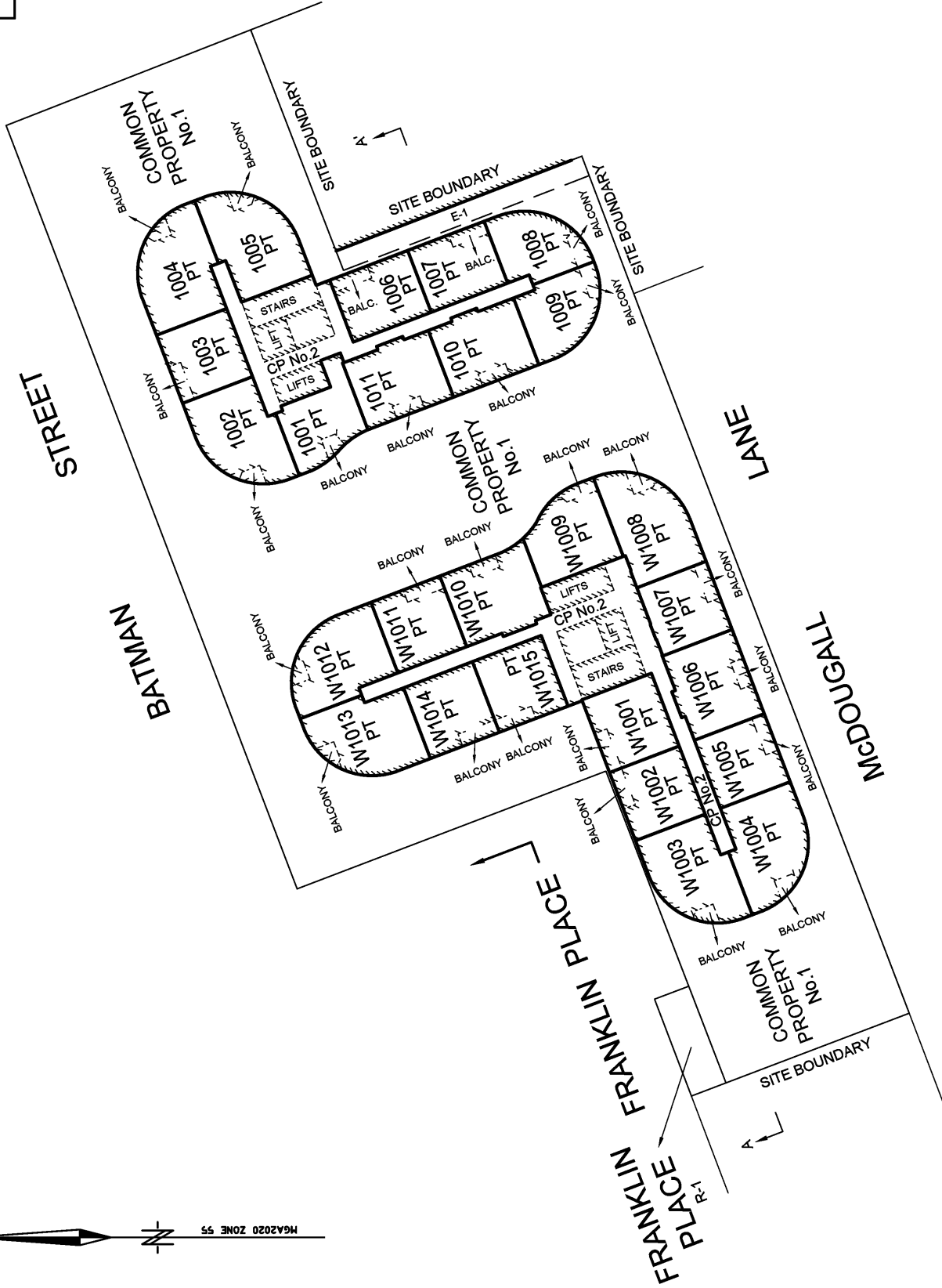
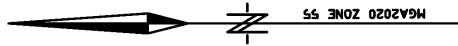
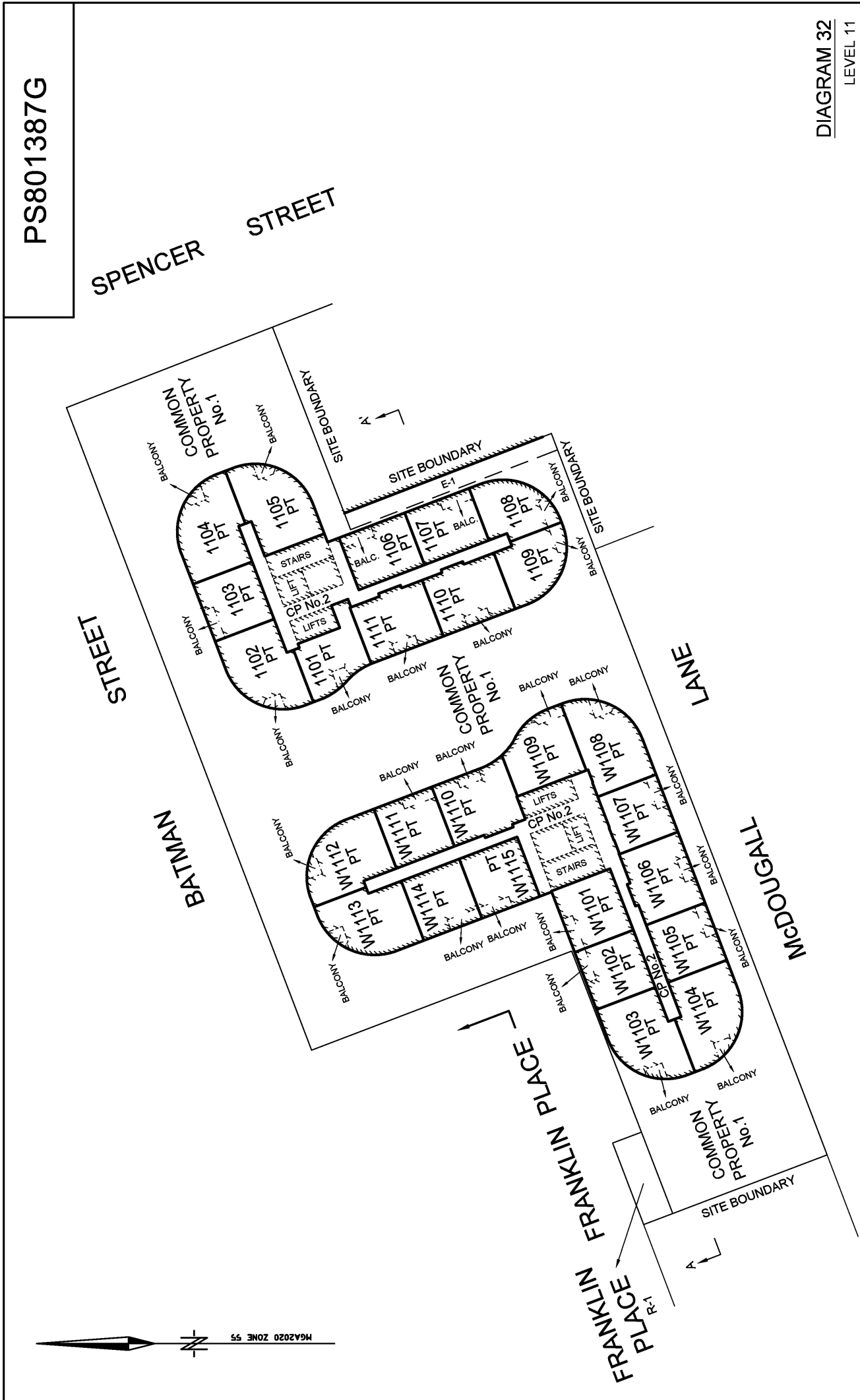


DIAGRAM 31
LEVEL 10

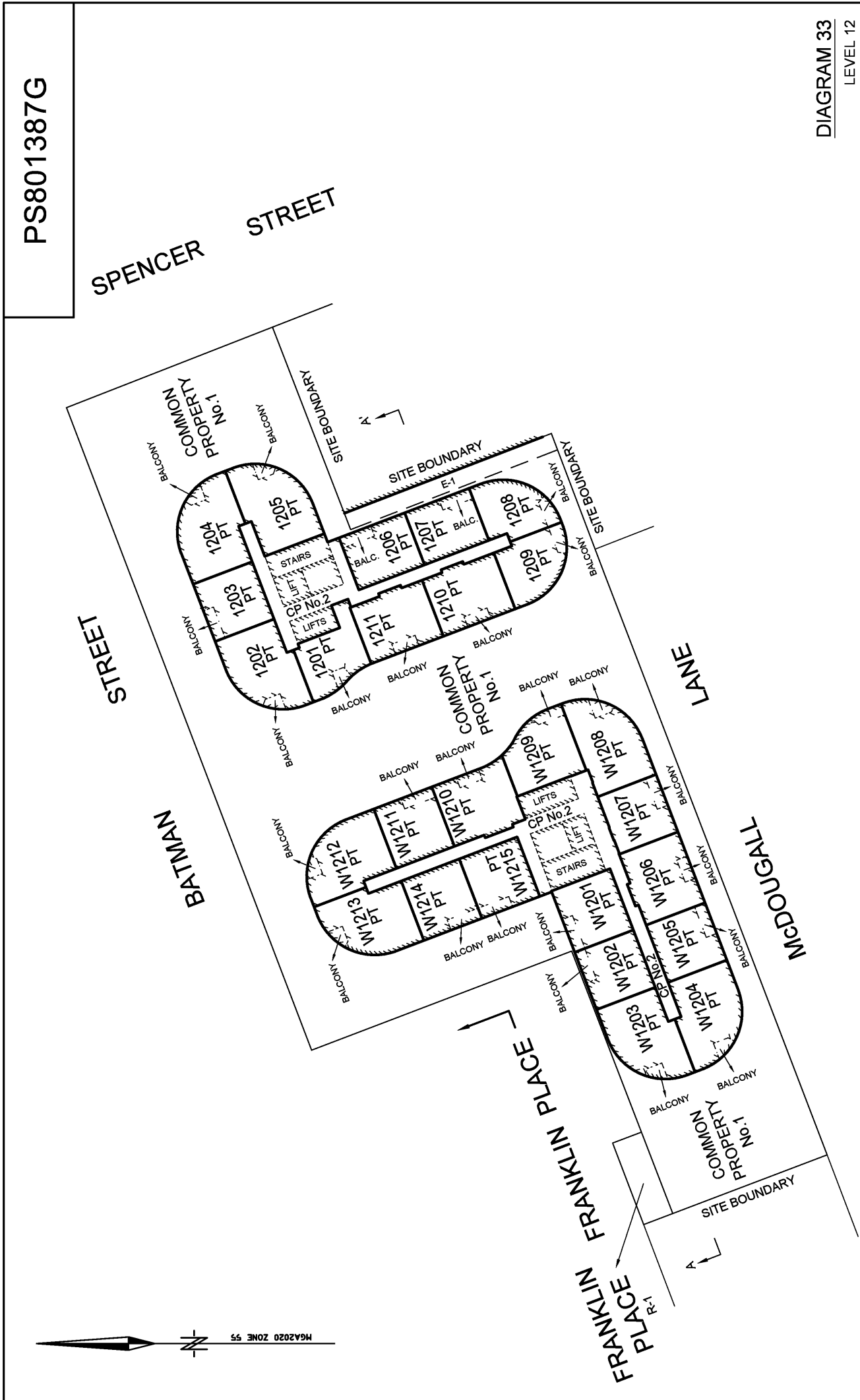
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SCALE 1: 400 LENGTHS ARE IN METRES		Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		
Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J		



PS801387G		DIAGRAM 32 LEVEL 11		SHEET 38	
SPENCER STREET		BATMAN STREET		FRANKLIN PLACE	
McDOUGALL LANE		SCALE 1:400		LENGTHS ARE IN METRES	
REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg		ORIGINAL SHEET SIZE: A3	
Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J	

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DIAGRAM 33
LEVEL 12

REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 39
SCALE 1: 400		LENGTHS ARE IN METRES 0 4 8 12 16		
Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		
Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J				

PS801387G

SPENCER STREET

BATMAN STREET

FRANKLIN PLACE

LANE

MCDONNELL LANE

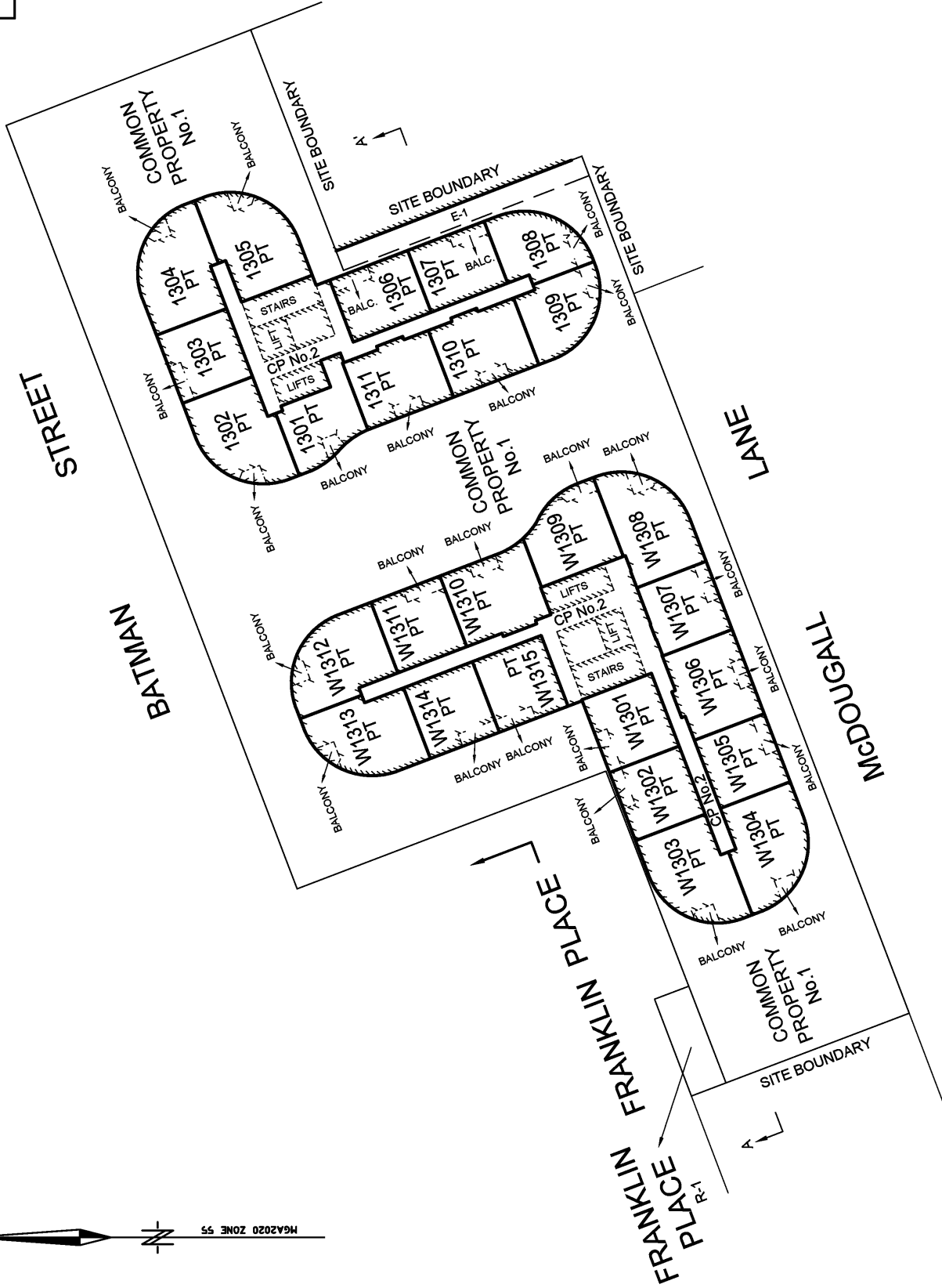
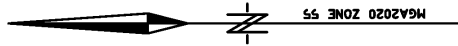


DIAGRAM 34
LEVEL 13

SCALE 1: 400 LENGTHS ARE IN METRES 0 4 8 12 16		REF 10404N/1 VERSION R LUV	CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 40
Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J			
		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J			

PS801387G

SPENCER STREET

BATMAN STREET

FRANKLIN PLACE

LANE

MCDONALD LANE

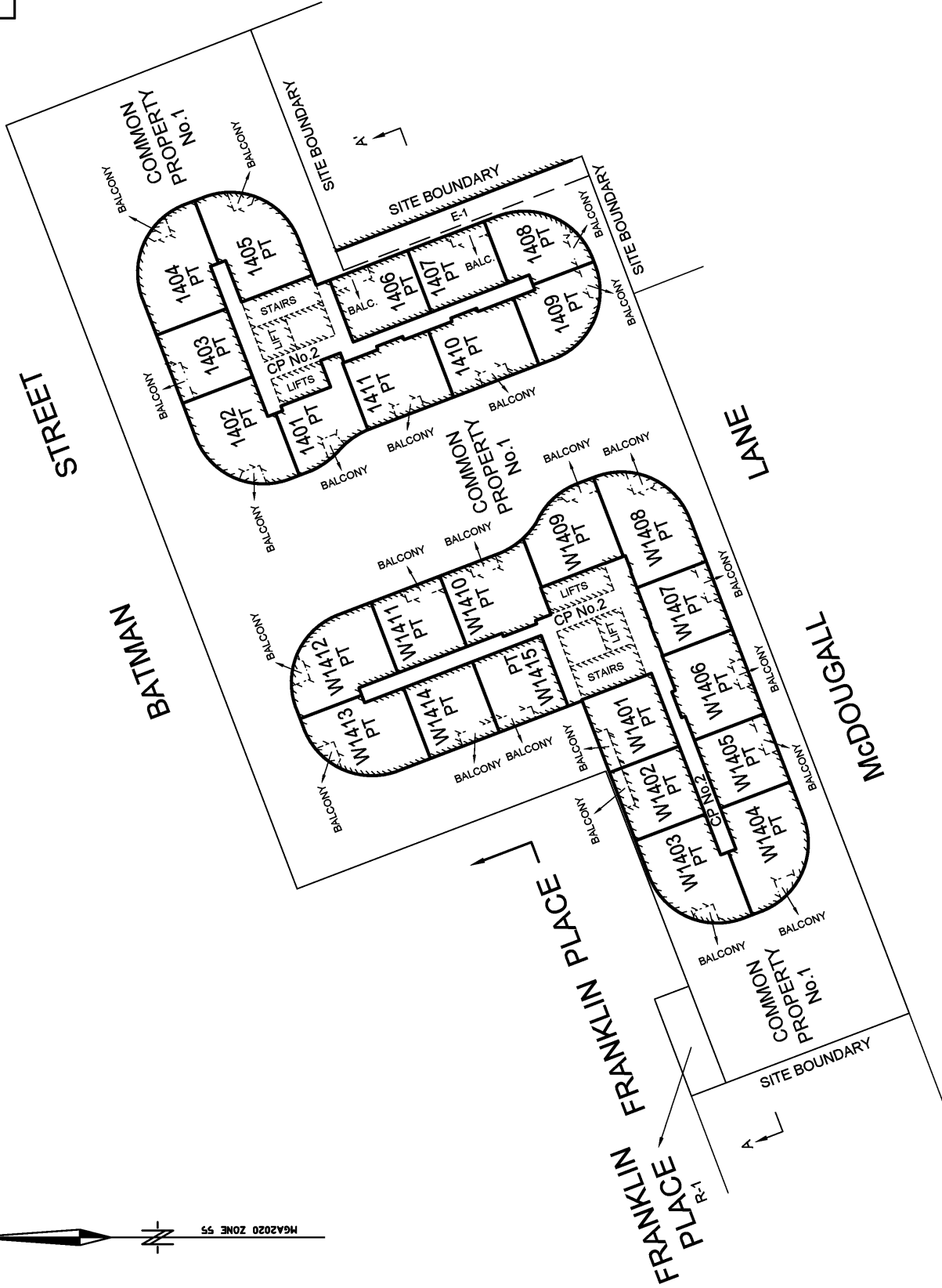
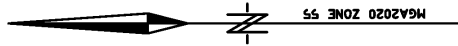


DIAGRAM 35

LEVEL 14

Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		SCALE 1:400 LENGTHS ARE IN METRES		REF 10404N/1 VERSION R LUV	CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 41
Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J					

PS801387G

SPENCER STREET

BATMAN STREET

FRANKLIN PLACE

LANE

MCDONNELL

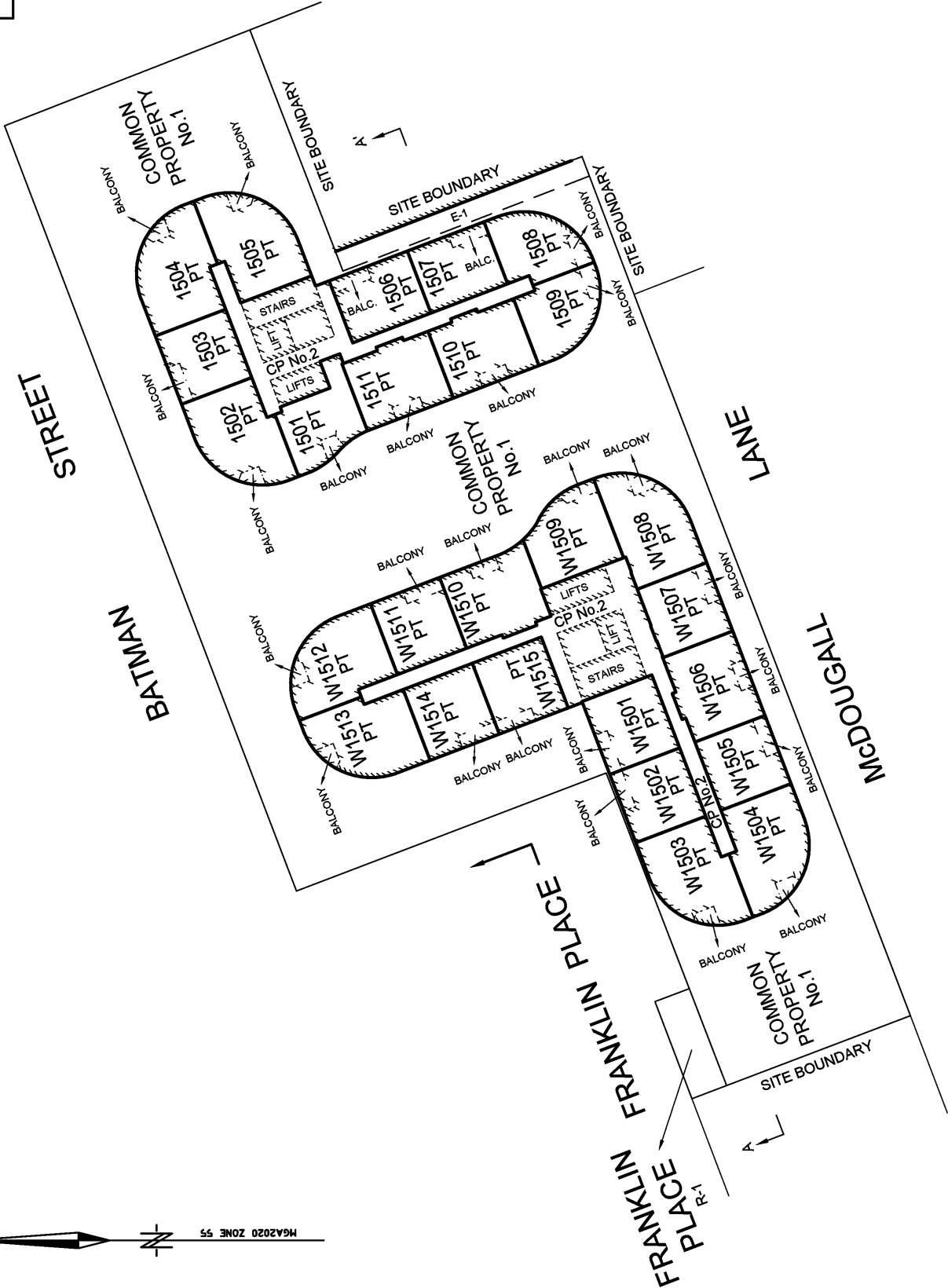
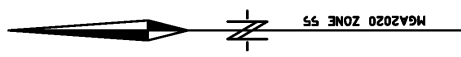


DIAGRAM 36

LEVEL 15

Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		SCALE 1: 400 LENGTHS ARE IN METRES		REF 10404N/1 VERSION R LUV	CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 42
Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J			

PS801387G

SPENCER STREET

BATMAN STREET

FRANKLIN PLACE

LANE

MCDONNELL

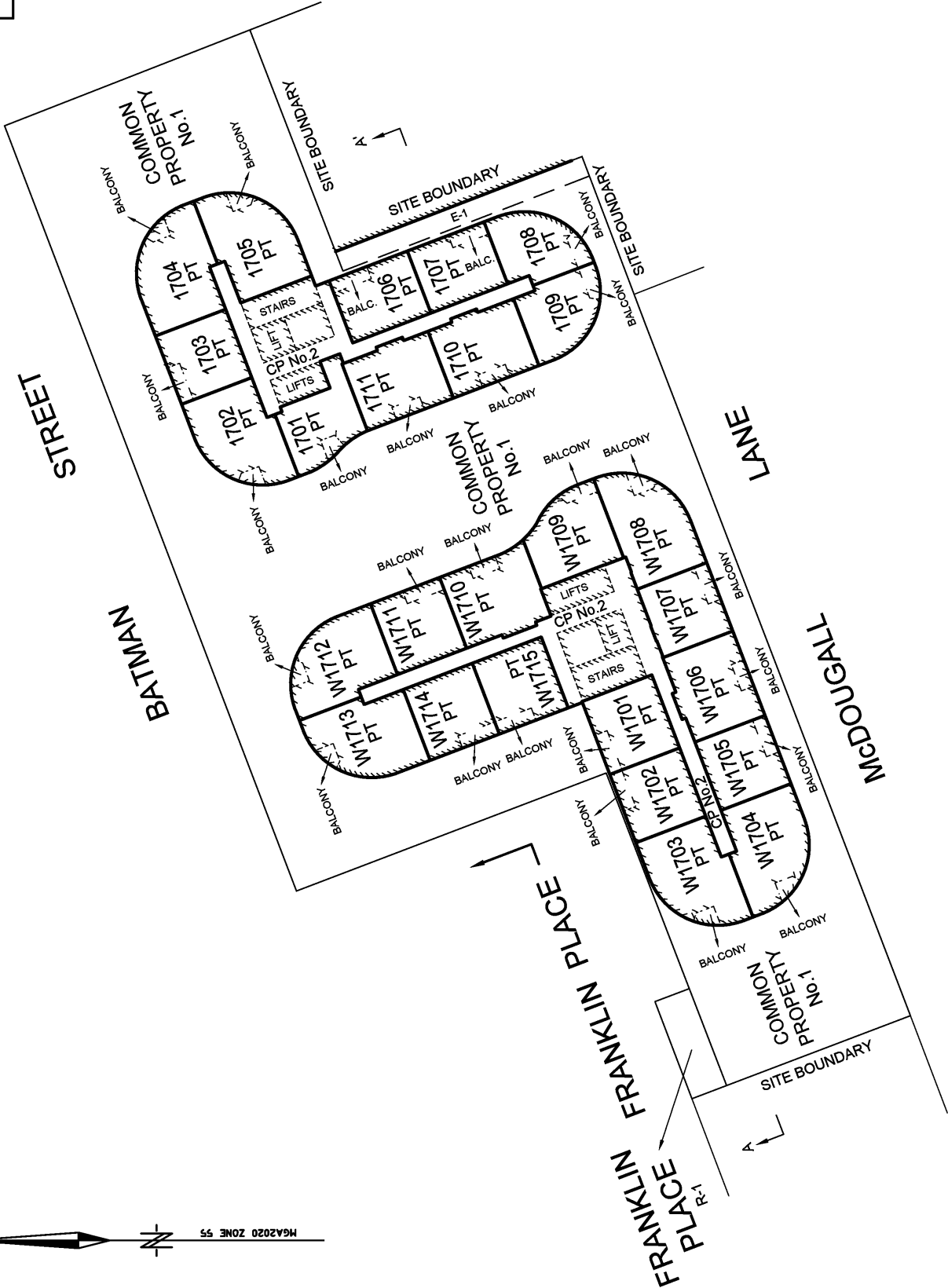
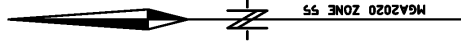


DIAGRAM 38

LEVEL 17

SCALE 1:400 LENGTHS ARE IN METRES 0 4 8 12 16		REF 10404N/1 VERSION R LUV	CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 44
Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Daring, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J			
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PS801387G

SPENCER STREET

BATMAN STREET

FRANKLIN PLACE

LANE

MCDONNELL

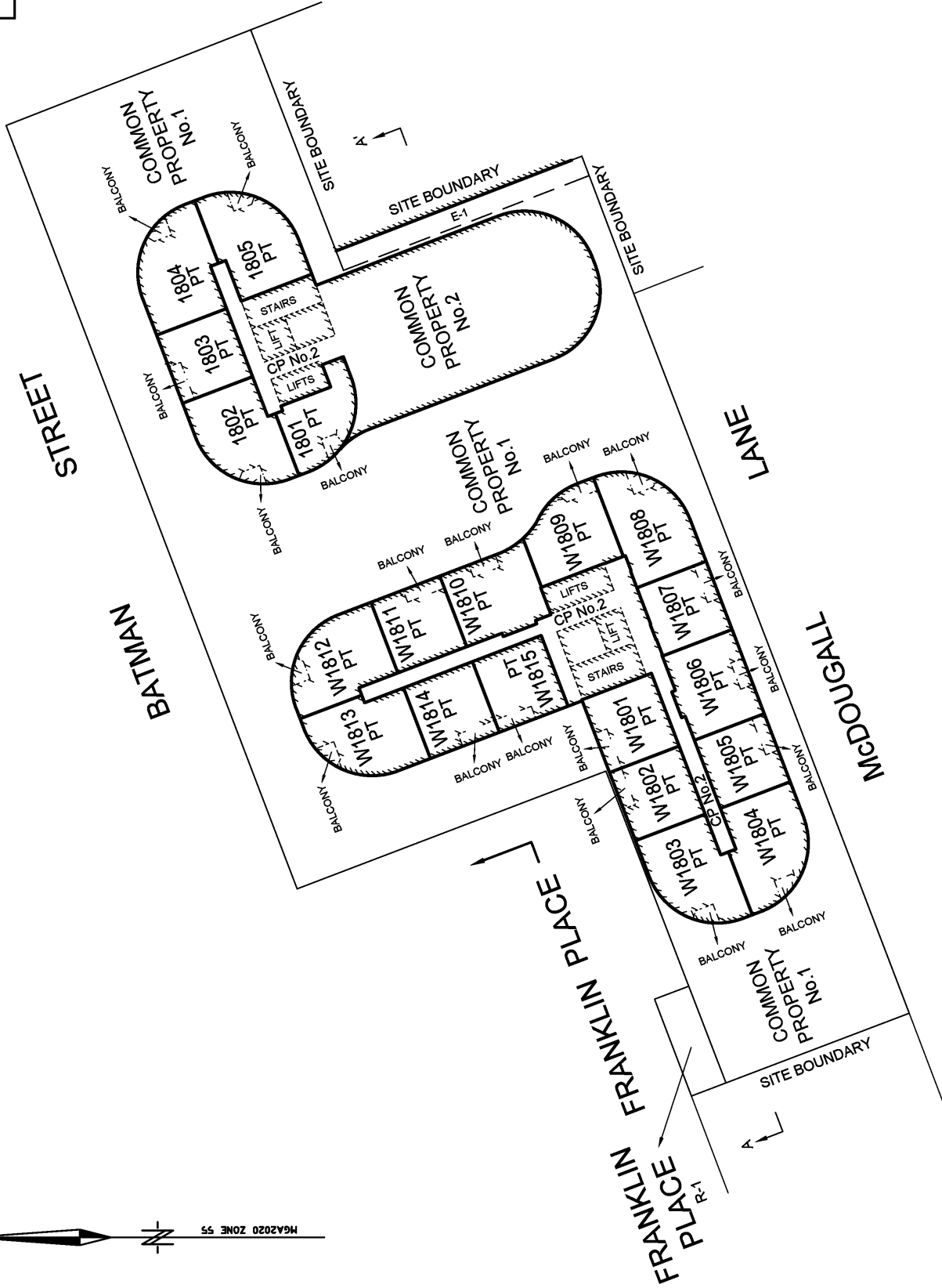
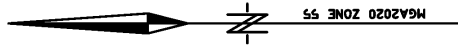


DIAGRAM 39
LEVEL 18

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SCALE 1: 400		LENGTHS ARE IN METRES 0 4 8 12 16		
Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		Digitally signed by: Raymond Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		
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SPENCER STREET

BATMAN STREET

FRANKLIN PLACE

LANE

MCDONNELL

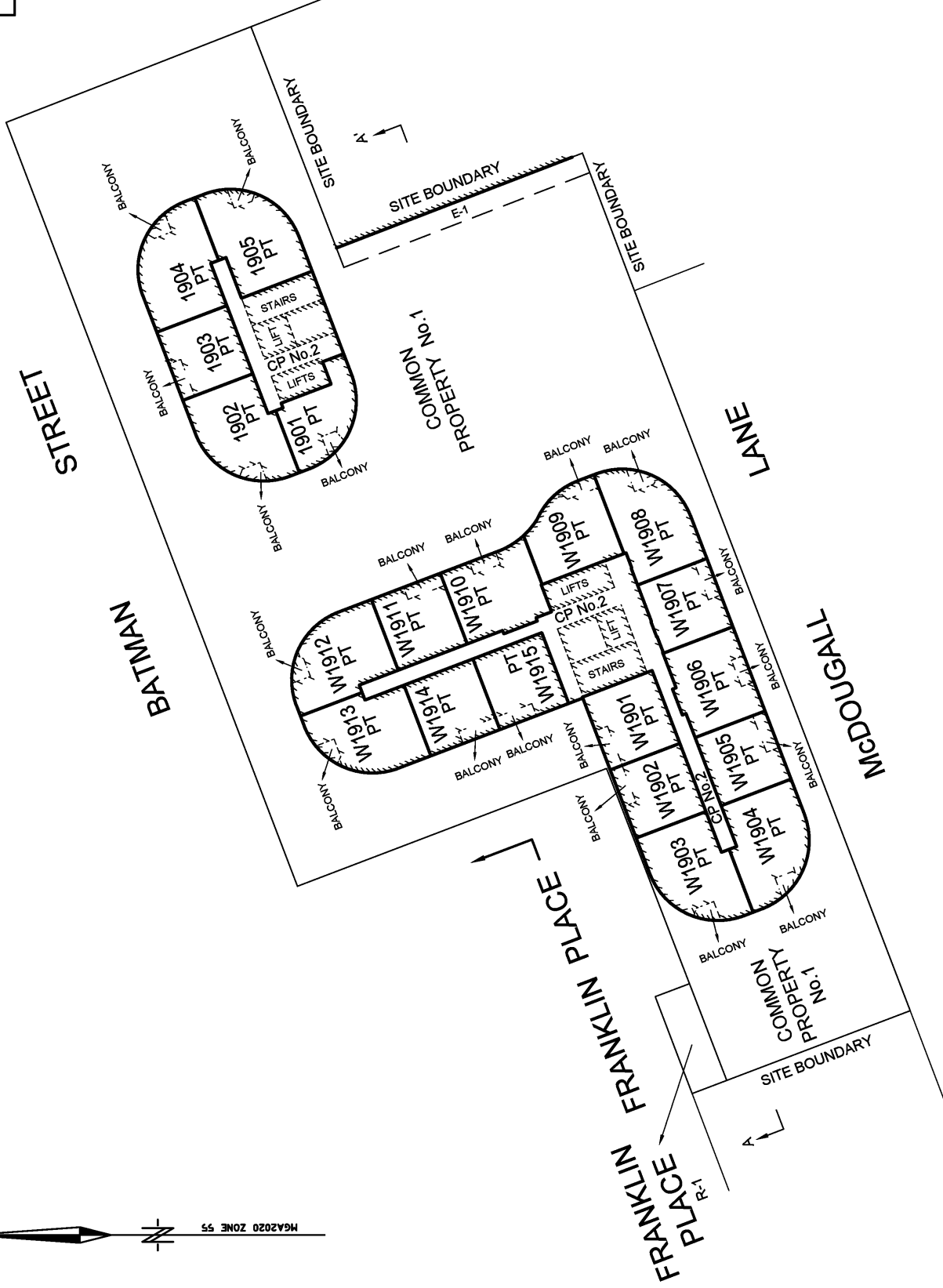
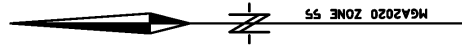


DIAGRAM 40

LEVEL 19

REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 46
SCALE 1:400		LENGTHS ARE IN METRES 0 4 8 12 16		
Hellier McFarland Development Consultants Town Planners Land Surveyors Level 2, 1911 Malvern Road, Malvern East, VIC 3145 PO Box 1206, Darling, VIC 3145 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		Digitally signed by: Raymond Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		
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SPENCER STREET

BATMAN STREET

FRANKLIN PLACE

LANE

MCDONNELL

DIAGRAM 41

LEVEL 20



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SCALE 1:400
LENGTHS ARE IN METRES

CAD REF: 10404N-1R LUV (ID 288326).dwg

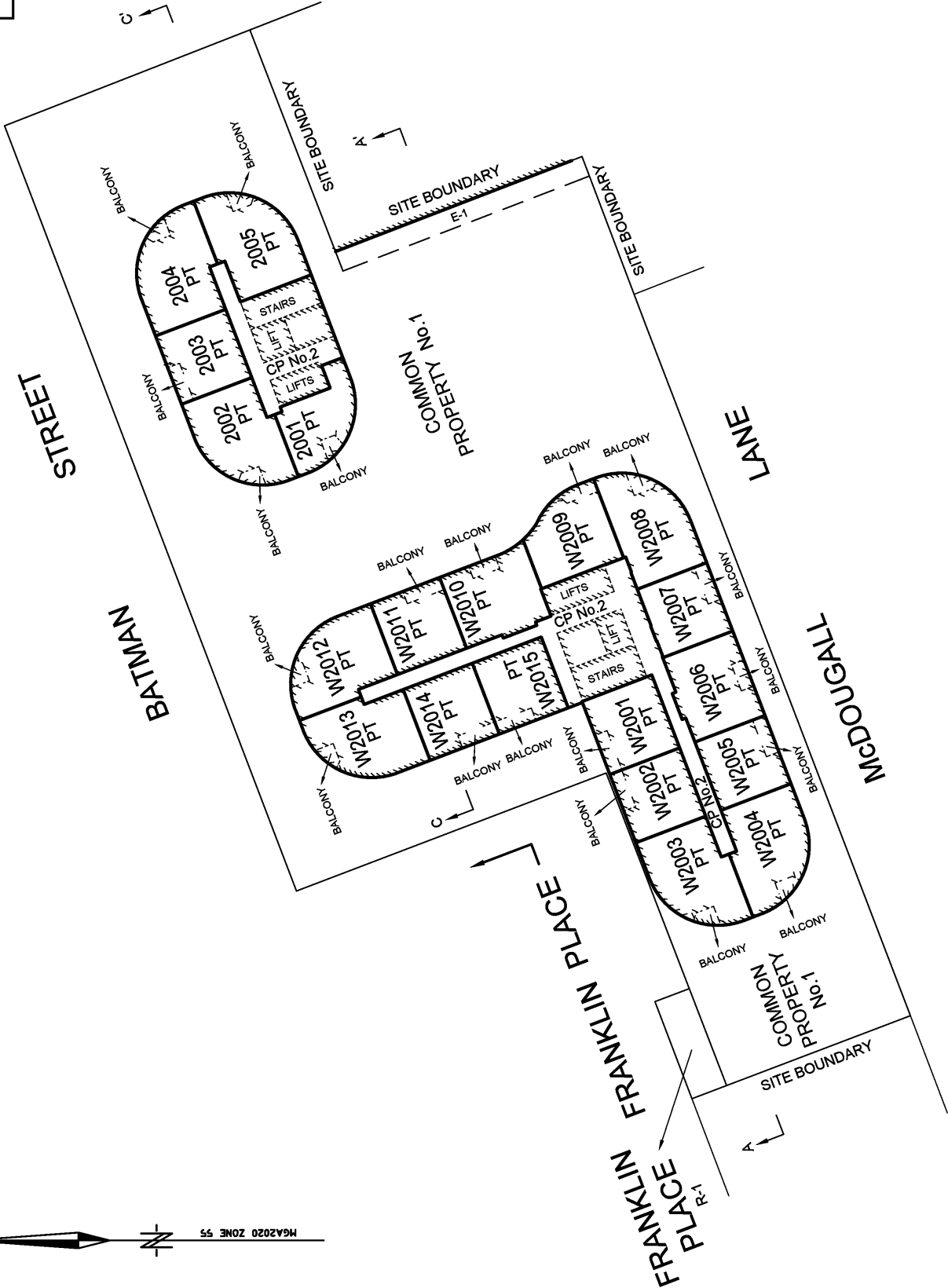
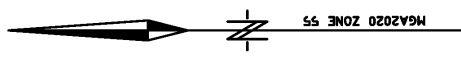
REF 10404N/1
VERSION R LUV

ORIGINAL SHEET
SIZE: A3

SHEET 47

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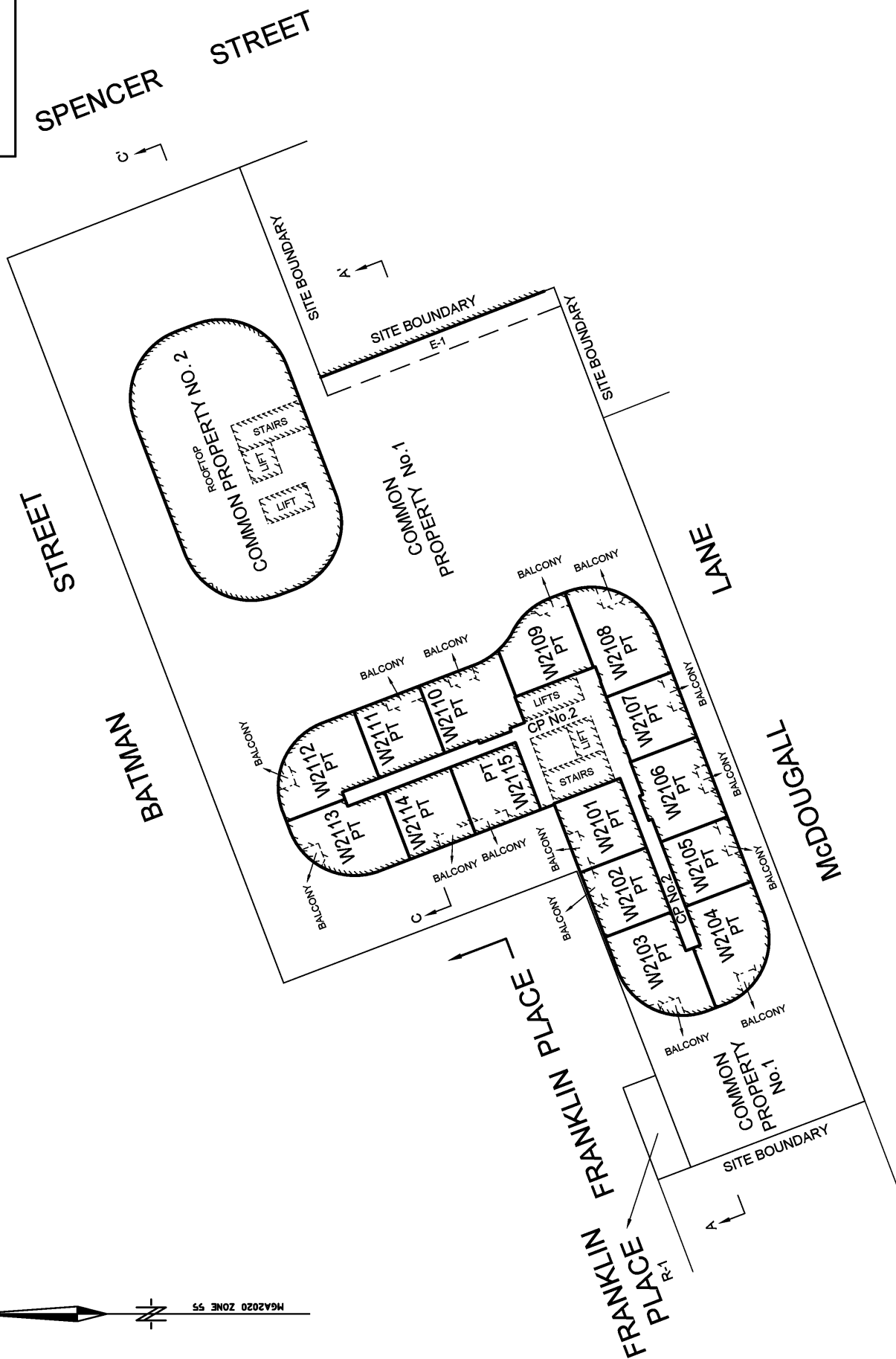


DIAGRAM 42
LEVEL 21

SHEET 48

SHEET 48

CAD REF: 10404N-1R LUV (ID 288326).dwg

REF 10404N/1
VERSION R LUV

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SCALE 1:400

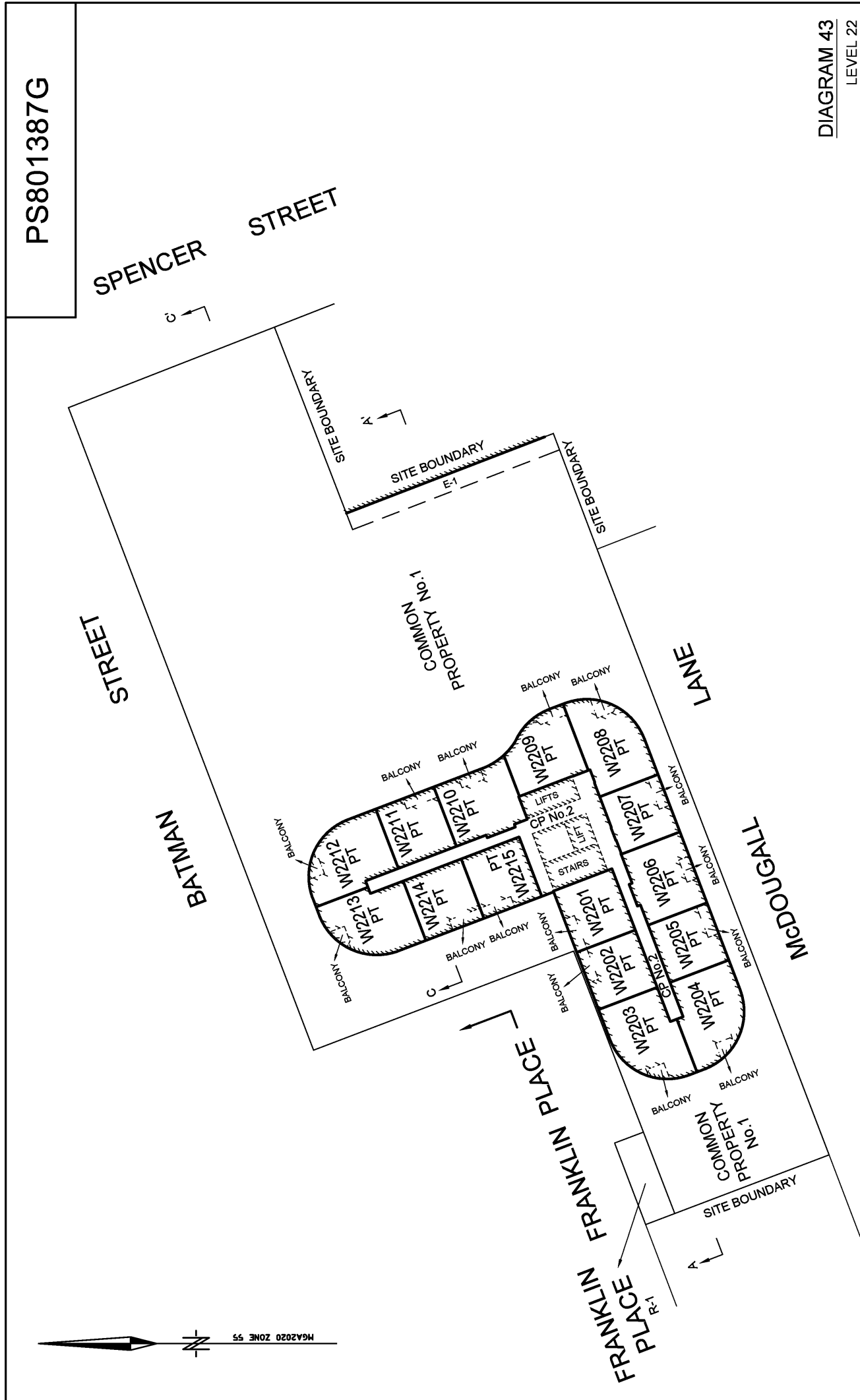


LENGTHS ARE IN METRES

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PS801387G		DIAGRAM 43		LEVEL 22	
REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	SHEET 49	
SCALE 1:400		LENGTHS ARE IN METRES		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J	
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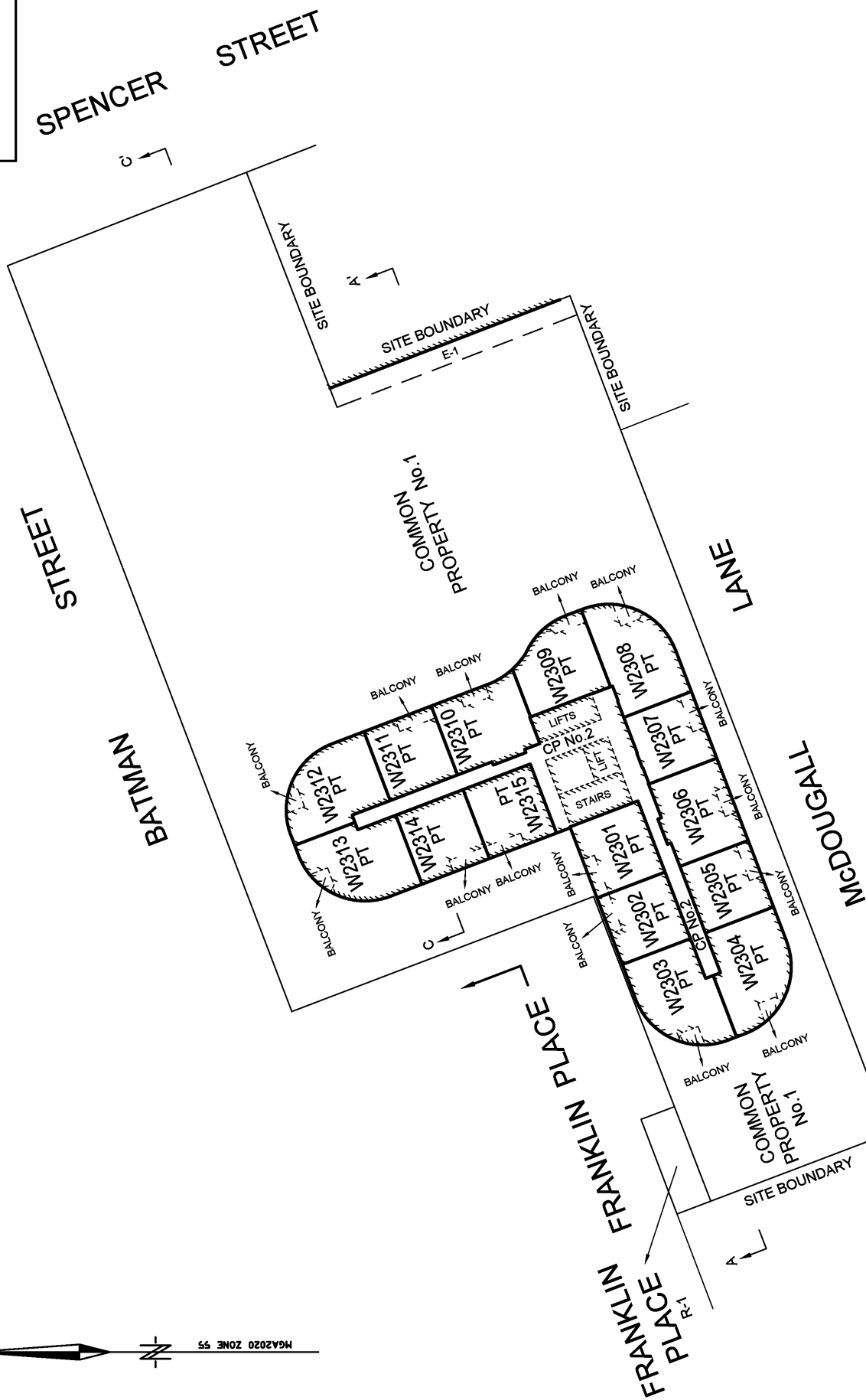


DIAGRAM 44

LEVEL 23

ORIGINAL SHEET
SIZE: A3

SHEET 50

REF 10404N/1	CAD REF: 10404N-1R LUV (ID 288326).dwg
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CAD REF: 10404N-1R LUV (ID 288326).dwg

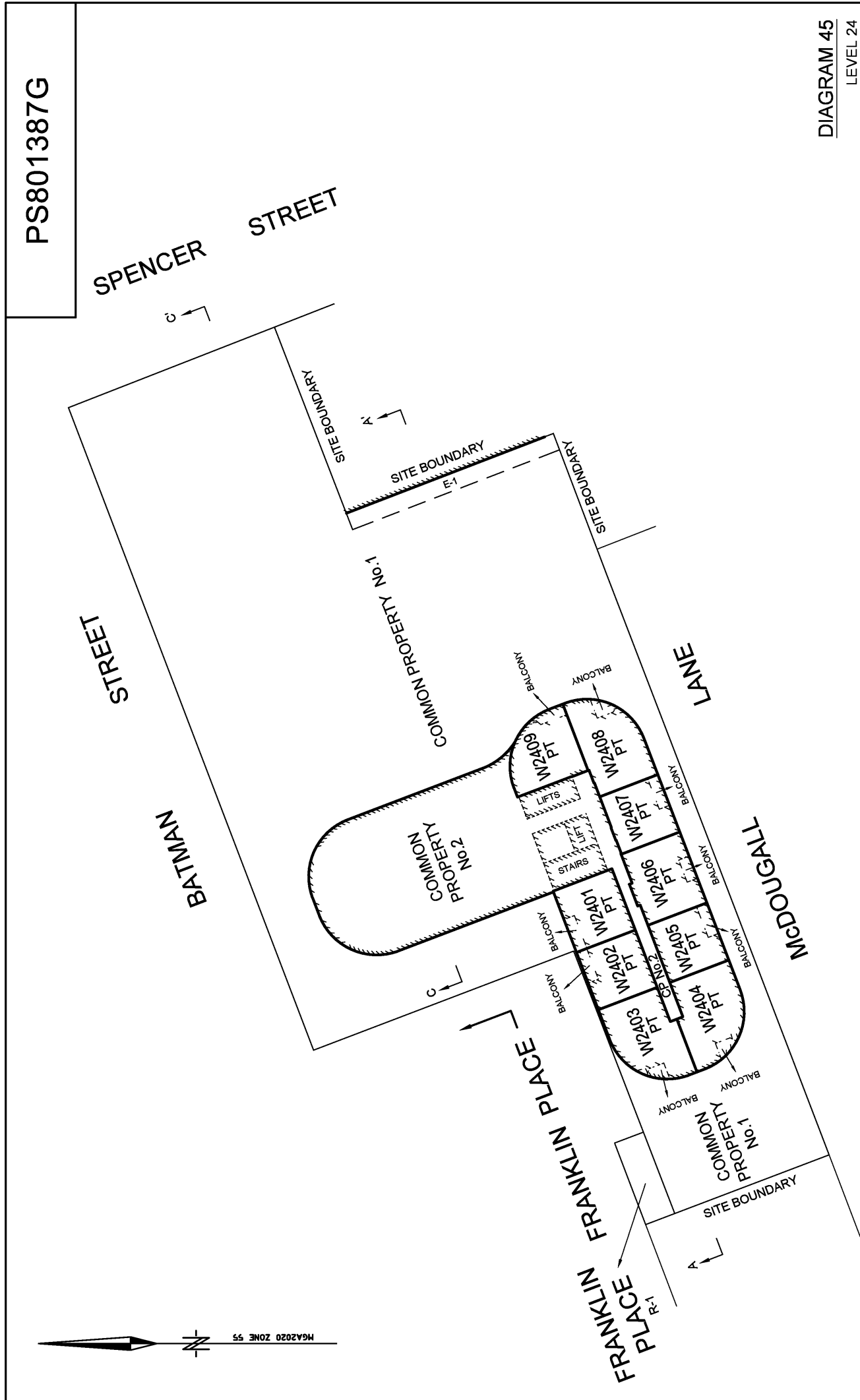
Digitally signed by: Raymund Francis Earls, Licensed
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PS801387G		DIAGRAM 45 LEVEL 24		SHEET 51	
REF 10404N/1 VERSION R LUV		CAD REF: 10404N-1R LUV (ID 288326).dwg	ORIGINAL SHEET SIZE: A3	Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J	
SCALE 1:400 LENGTHS ARE IN METRES		0 4 8 12 16 LENGTHS ARE IN METRES		Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J	
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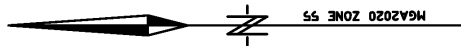


DIAGRAM 46

LEVEL 25



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SCALE 1:400



LENGTHS ARE IN METRES

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VERSION R LUV

CAD REF: 10404N-1R LUV (ID 288326).dwg

ORIGINAL SHEET SIZE: A3

SHEET 52

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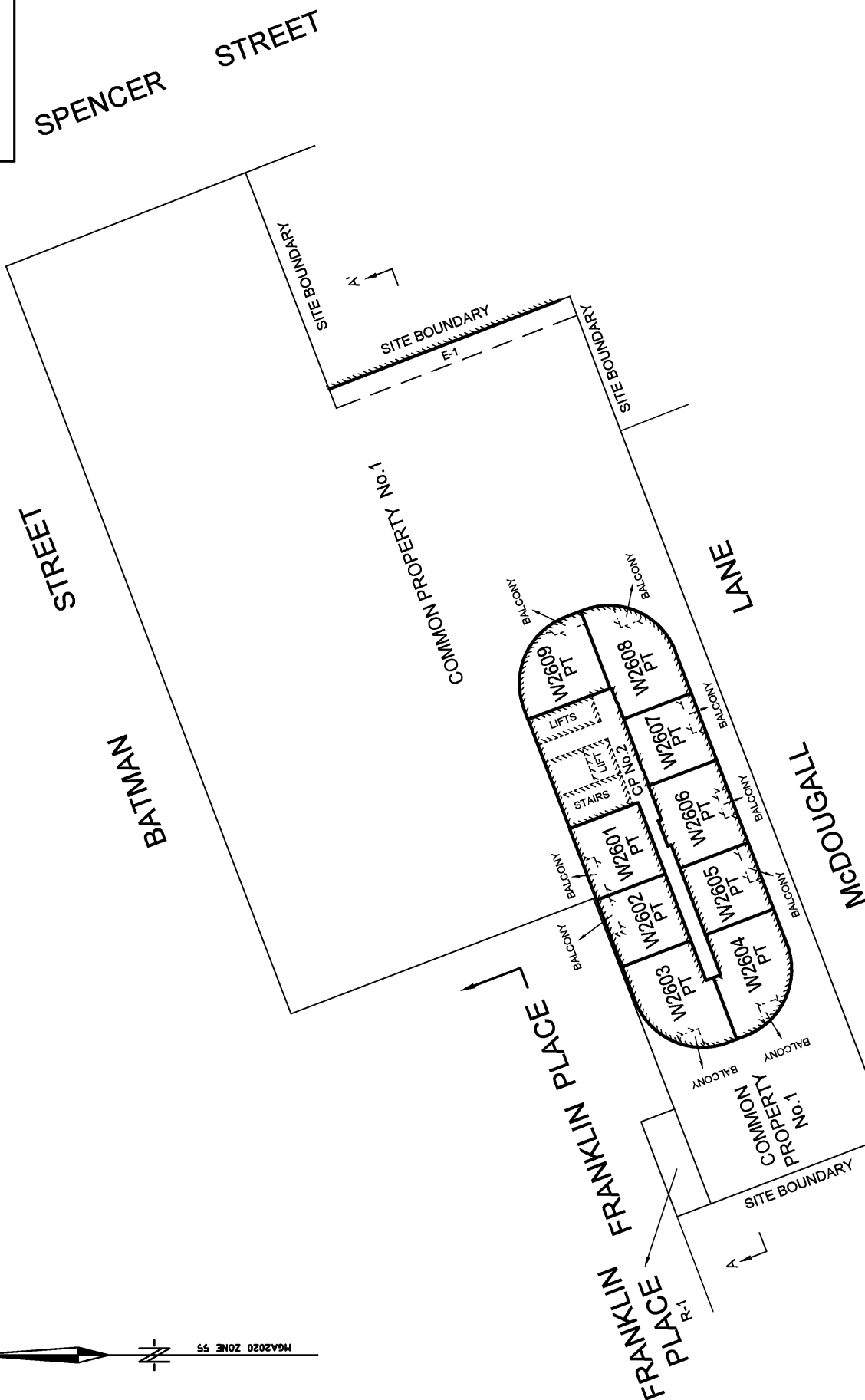


DIAGRAM 47

LEVEL 26



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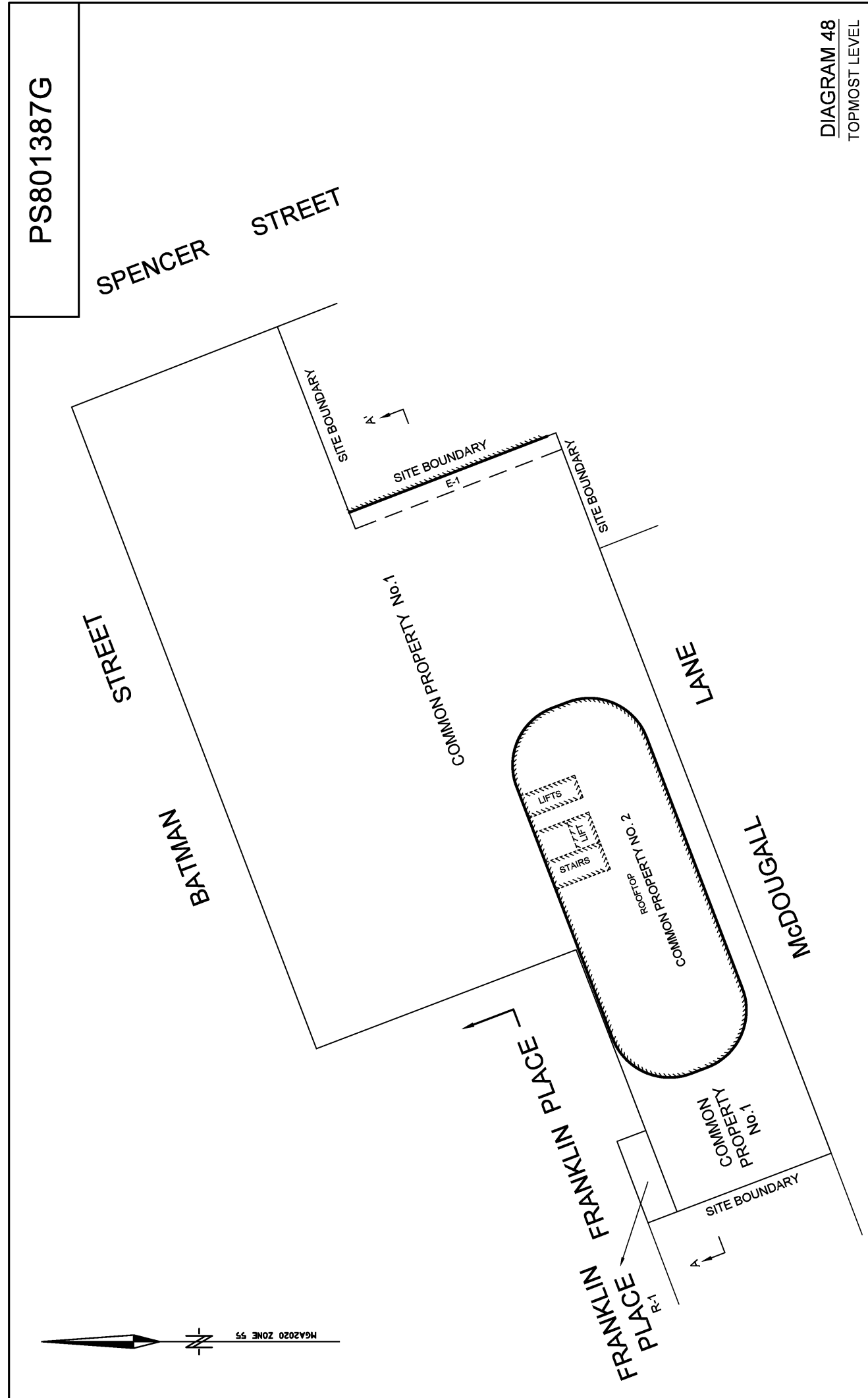
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SCALE 1:400



LENGTHS ARE IN METRES

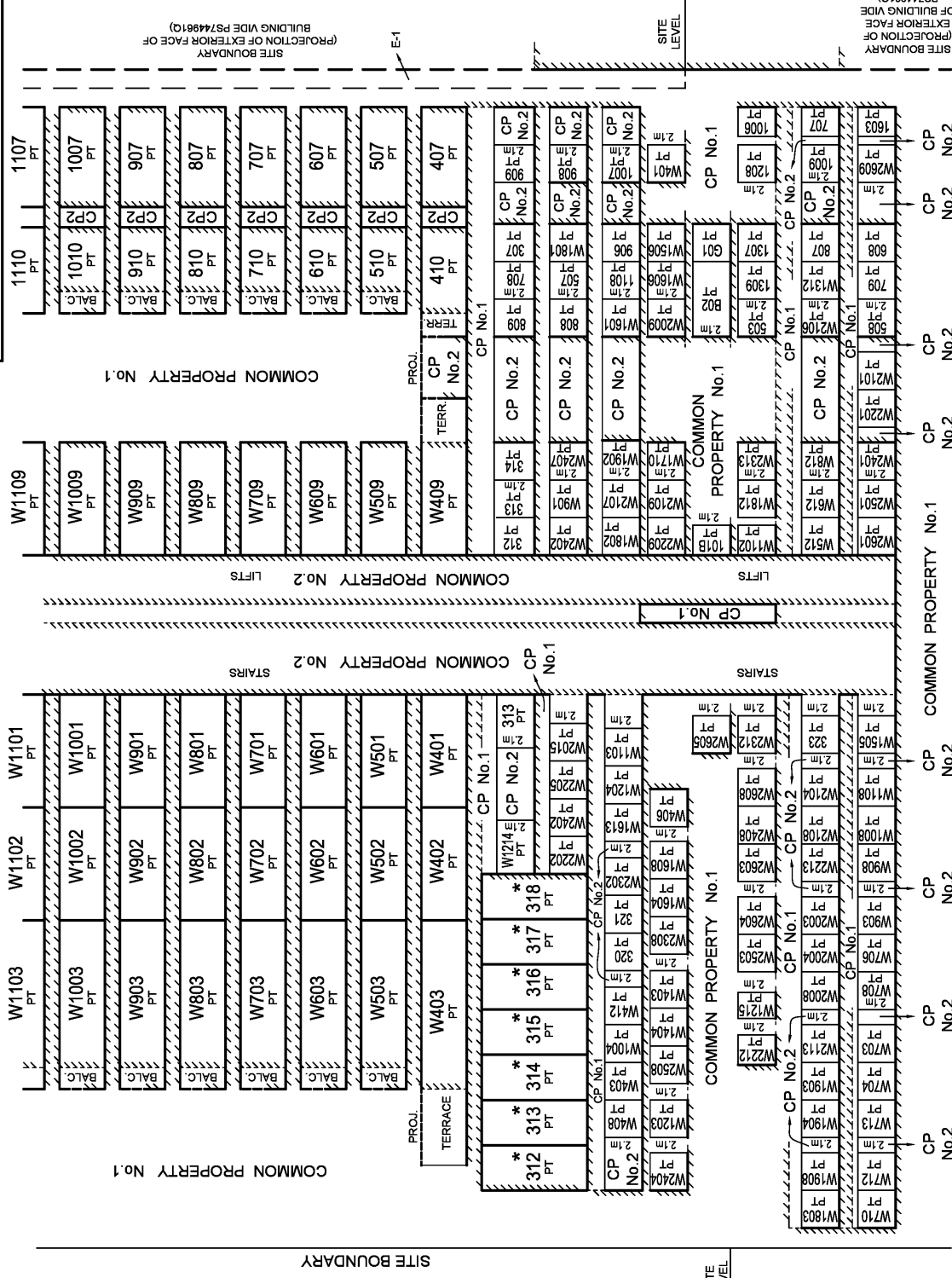
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Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J			



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Digitally signed by: Raymund Francis Earls, Licensed Surveyor, Surveyor's Plan Version (1R LUV), 20/11/2019, SPEAR Ref: S139466J		Digitally signed by: Melbourne City Council, 20/11/2019, SPEAR Ref: S139466J		DIAGRAM 48 TOPMOST LEVEL				

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FOR CONTINUATION OF CROSS SECTION A-A' REFER TO SHEET 56



LEVEL 10
DIAGRAM 31
TYPICAL FOR ALL
LOTS ON THIS LEVEL

LEVEL 9
DIAGRAM 30
TYPICAL FOR ALL
LOTS ON THIS LEVEL

LEVEL 8
DIAGRAM 29
TYPICAL FOR ALL
LOTS ON THIS LEVEL

LEVEL 7
DIAGRAM 28
TYPICAL FOR ALL
LOTS ON THIS LEVEL

LEVEL 6
DIAGRAM 27
TYPICAL FOR ALL
LOTS ON THIS LEVEL

LEVEL 5
DIAGRAM 26
TYPICAL FOR ALL
LOTS ON THIS LEVEL

LEVEL 4
DIAGRAM 25
TYPICAL FOR ALL
LOTS ON THIS LEVEL

LEVEL 3
DIAGRAM 22, 23 & 24
TYPICAL FOR ALL LOTS OTHER THAN
LOTS SHOWN * ON THE DIAGRAMS FOR THIS LEVEL
- LOTS 312 PT TO 318 PT SHOWN WITH AN * ON THIS
CROSS SECTION IS TYPICAL FOR LOTS 301 PT TO 333 PT
SHOWN WITH AN * ON THE DIAGRAMS FOR THIS LEVEL

LEVEL 2
DIAGRAM 19, 20 & 21
TYPICAL FOR ALL LOTS OTHER THAN
LOTS SHOWN * ON THE DIAGRAMS FOR THIS LEVEL
- LOTS 312 PT TO 318 PT SHOWN WITH AN * ON THIS
CROSS SECTION IS TYPICAL FOR LOTS 301 PT TO 333 PT
SHOWN WITH AN * ON THE DIAGRAMS FOR THIS LEVEL

LEVEL 1
DIAGRAM 16, 17 & 18
TYPICAL FOR ALL LOTS OTHER THAN
LOTS SHOWN * ON THE DIAGRAMS FOR THIS LEVEL

GROUND LEVEL
DIAGRAM 13, 14 & 15
TYPICAL FOR ALL LOTS OTHER THAN
LOTS SHOWN * ON THE DIAGRAMS FOR THIS LEVEL

BASEMENT LEVEL 1
DIAGRAM 10, 11 & 12
TYPICAL FOR ALL LOTS OTHER
THAN LOTS SHOWN * ON
THE DIAGRAMS FOR THIS LEVEL

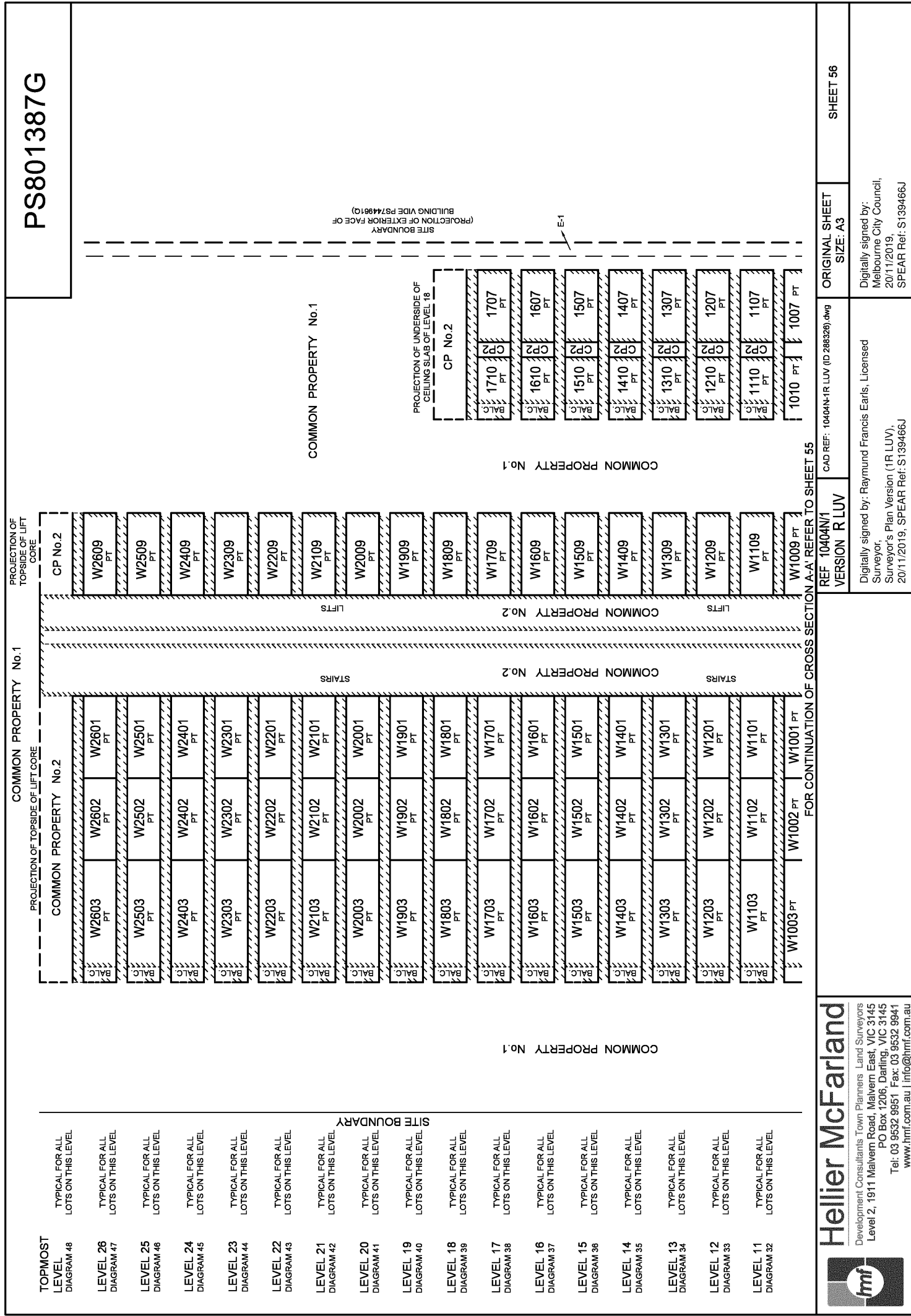
BASEMENT LEVEL 2
DIAGRAM 7, 8 & 9
TYPICAL FOR ALL LOTS ON THIS LEVEL

BASEMENT LEVEL 3
DIAGRAM 4, 5 & 6
TYPICAL FOR ALL LOTS OTHER THAN
LOTS SHOWN * ON THE DIAGRAMS FOR THIS LEVEL

BASEMENT LEVEL 4
DIAGRAM 1, 2 & 3
TYPICAL FOR ALL LOTS OTHER THAN
LOTS SHOWN * ON THE DIAGRAMS FOR THIS LEVEL

hellier mcfarland
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REF 12183N/1
VERSION C
CAD REF: 12183N-1C (ID 313707).dwg
ORIGINAL SHEET
SIZE: A3
SHEET 55
Digitally signed by: Raymund Francis Earls, Licensed
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Melbourne City Council,
12/06/2020,
SPEAR Ref: S155951M
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LEVEL 4
DIAGRAM 25

LEVEL 3
DIAGRAM 22, 23 & 24

LEVEL 2
DIAGRAM 19, 20 & 21

LEVEL 1
DIAGRAM 16, 17 & 18

GROUND LEVEL
DIAGRAM 13, 14 & 15

BASEMENT LEVEL 1
DIAGRAM 10, 11 & 12

BASEMENT LEVEL 2
DIAGRAM 7, 8 & 9

BASEMENT LEVEL 3
DIAGRAM 4, 5 & 6

BASEMENT LEVEL 4
DIAGRAM 1, 2 & 3

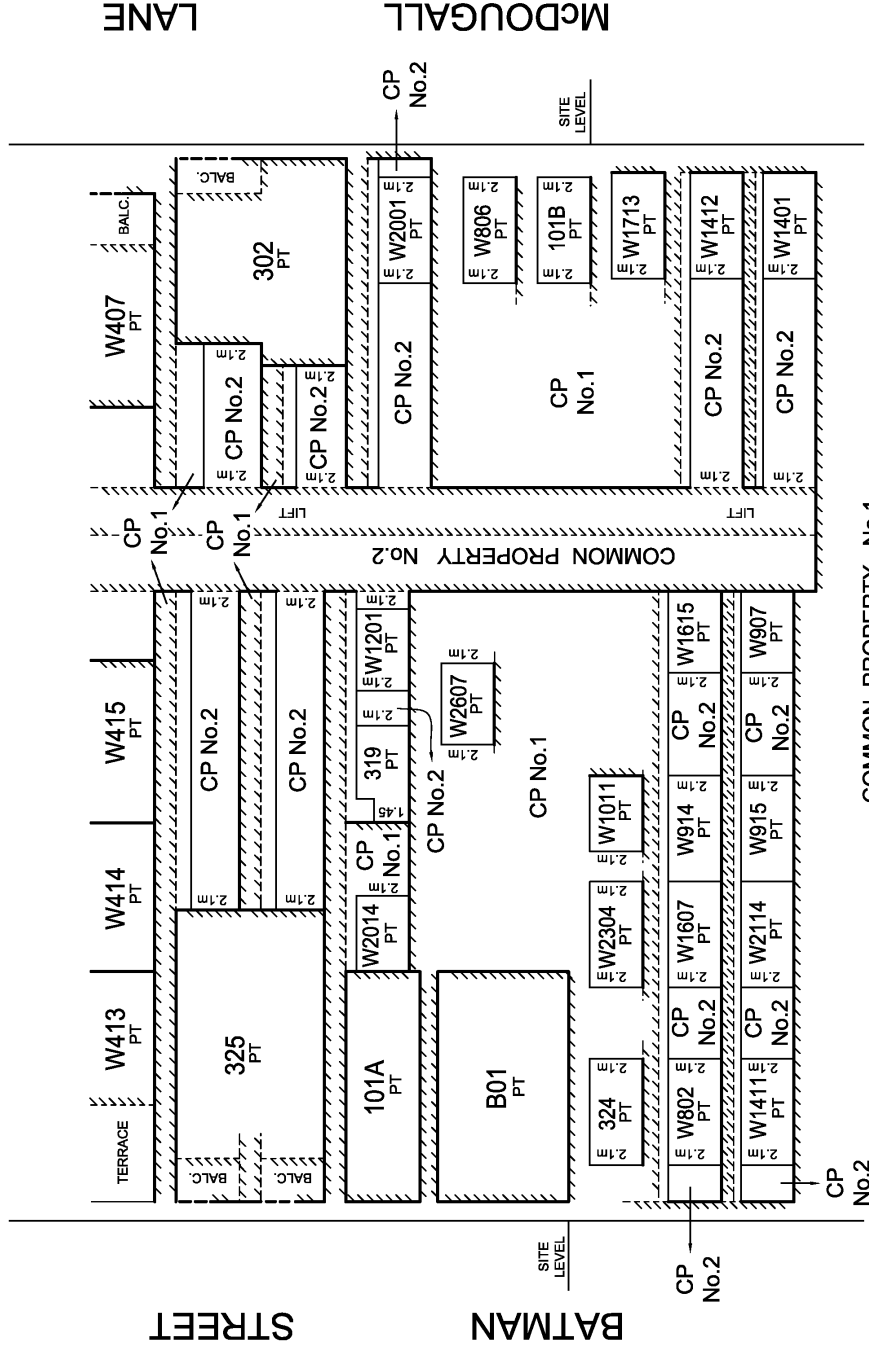
LOT 302 PT IS TYPICAL FOR LOTS
301 PT TO 322 PT ON LEVELS 2 & 3

LOT 325 PT IS TYPICAL FOR LOTS
323 PT TO 333 PT ON LEVELS 2 & 3

319 PT IS ALSO TYPICAL FOR
1304 PT ON THIS LEVEL
LOT 101A IS ALSO TYPICAL FOR 101B,
101C AND CP4 ON THIS LEVEL

LOT B01 IS ALSO
TYPICAL FOR LOT B02
ON THIS LEVEL

LOT B01 IS ALSO
TYPICAL FOR LOT B02
ON THIS LEVEL



COMMON PROPERTY No.1

CROSS SECTION B-B'
NOT TO SCALE

hmf
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VERSION C

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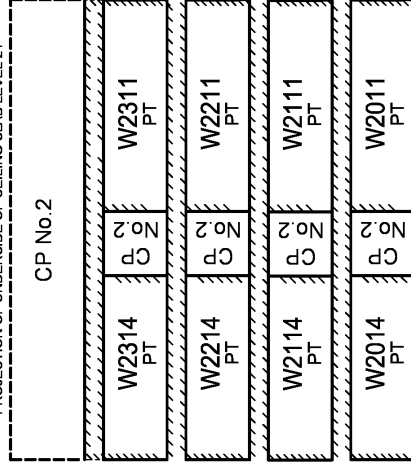
ORIGINAL SHEET
SIZE: A3

SHEET 57

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COMMON PROPERTY No.1

PROJECTION OF UNDERSIDE OF CEILING SLAB LEVEL 24



LEVEL 24
DIAGRAM 45

LEVEL 23
DIAGRAM 44

LEVEL 22
DIAGRAM 43

LEVEL 21
DIAGRAM 42

LEVEL 20
DIAGRAM 41

SPENCER
STREET

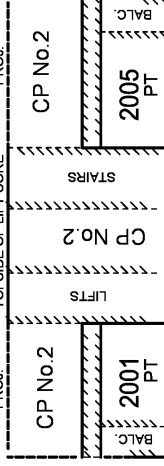
LEVEL 21
DIAGRAM 42

LEVEL 20
DIAGRAM 41

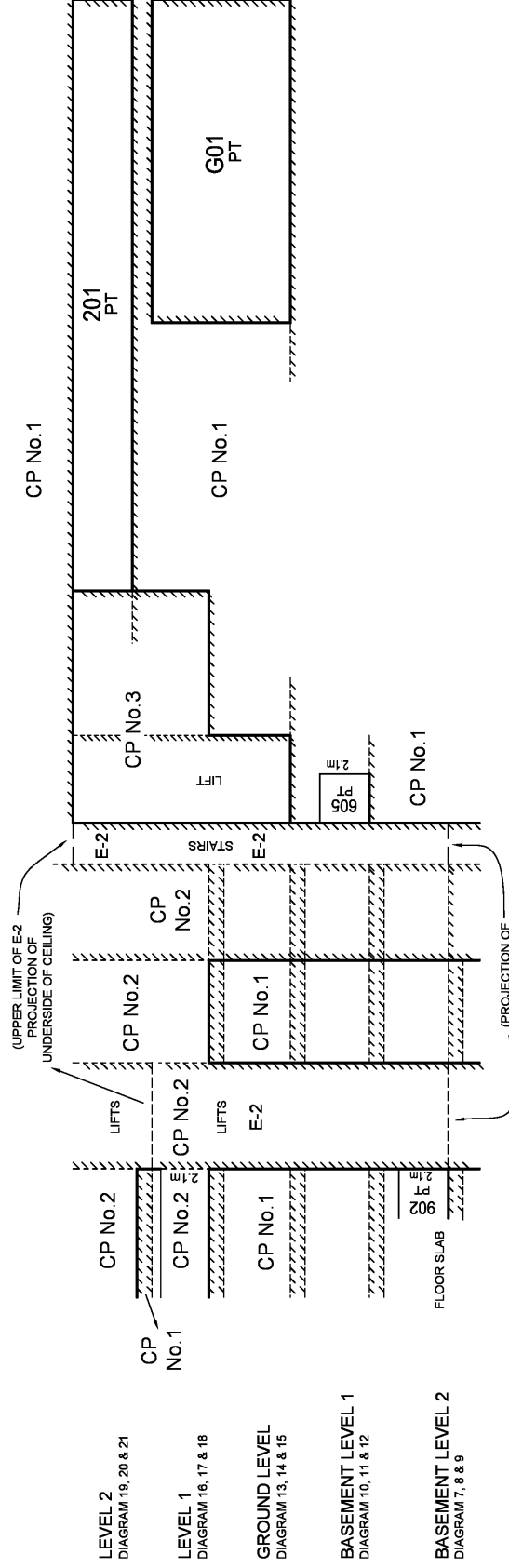
COMMON PROPERTY No.1

TOPSIDE OF LIFT CORE PROJ.

TOPSIDE OF LIFT CORE PROJ.



CROSS SECTION C-C'
NOT TO SCALE



LEVEL 2
DIAGRAM 19, 20 & 21

LEVEL 1
DIAGRAM 16. 17 & 18

GROUND LEVEL
DIAGRAM 13 14 & 15

BASEMENT LEVEL 1
DIAGRAM 10.11 & 12

BASEMENT LEVEL 2
DIAGRAM 7, 8 & 9

CROSS SECTION D-D'
NOT TO SCALE

SPENCER STREET

SITE

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CAD REF: 10404N-1R LUV (ID 288326).dwg

ORIGINAL SHEET
SIZE: A3

SHEET 58

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PS801387G		REF 12183N/1 VERSION C		CAD REF: 12183N-1C (ID 313707).dwg	ORIGINAL SHEET SIZE: A3	SHEET 59		
BASEMENT LEVEL 4 DIAGRAM 2 ALSO TYPICAL FOR LOT W2101 PT ON THIS LEVEL CP No.2 W2201 PT 2.1m CP No.2 RAMP CP No.1 BASEMENT LEVEL 1 DIAGRAM 11 ALSO TYPICAL FOR LOT B02 PT SHOWN WITH * ON DIAGRAM 11 CP No.1 101B PT 2.50m 2.50m TOPSIDE OF SLAB McDOUGALL LANE		CROSS SECTION E-E' NOT TO SCALE		BASEMENT LEVEL 3 DIAGRAM 5 W512 PT 2.1m CP No.2 STAIRS CP No.1 W1304 PT 2.1m CP No.2 TOPSIDE OF SLAB CP No.1			CROSS SECTION F-F' NOT TO SCALE	
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Form 21

Section 181

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

Planning and Environment Act 1987

Lodged by: Hunt & Hunt

Name:

Phone:

Address: Level 5, 114 William Street, Melbourne 3000

Ref:

Customer Code: 1188V

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

Land: *Certificates of Title Volume 11835 Folio 060 and Volume 03554 Folio 726.*

Responsible authority:

**Melbourne City Council
Town Hall
90 Swanston Street
Melbourne, Victoria, 3000**

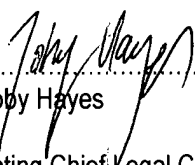
Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987.

A copy of the agreement is attached to this application.

Signature for the responsible authority:

Name of Officer:


.....
Toby Hayes

Title of Officer:

Acting Chief Legal Counsel

Date:

1 November 2017

AQ413503K

Melbourne City Council

Council

- and -

Melbavill Development Co Pty Ltd (A.C.N. 167 843 503)

the Owner

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

Subject Land: **83-113 Batman Street, Melbourne**

BEST HOOPER
Lawyers
Level 9, 451 Little Bourke Street
MELBOURNE

Ref: IP:RD:170082
Tel: 9670 8951
Fax: 9670 2954

TABLE OF CONTENTS

1. DEFINITIONS	2
2. INTERPRETATION	3
3. SPECIFIC OBLIGATIONS OF THE OWNER	4
4. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL	4
5. FURTHER OBLIGATIONS OF THE OWNER	4
5.1 Notice of Registration	4
5.2 Further actions	5
6. AGREEMENT UNDER SECTION 173 OF THE ACT	5
7. OWNERS WARRANTIES	5
8. SUCCESSORS IN TITLE	5
9. GENERAL MATTERS	5
9.1 Notices	5
9.3 No Waiver	6
9.4 Severability	6
9.5 No Fettering of the Council's Powers	6
10. COMMENCEMENT OF AGREEMENT	6
11. ENDING OF AGREEMENT	7

PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the 1st day of November 2017

BETWEEN:

Melbourne City Council
of 120 Swanston Street, Melbourne in the State of Victoria

("Council")

- and -

Melbavill Development Co Pty Ltd (A.C.N. 167 843 503)
both of Level 4, 100 Dorcas Street, South Melbourne in the State of Victoria

("the Owners")

INTRODUCTION

- A. The Council is the Responsible Authority for the Planning Scheme in respect of matters under Part 9 of the Act.
- B. The Owner is or is entitled to be registered as the proprietor of the Subject Land.
- C. On **12 August 2015** the Minister for Planning granted Planning Permit No. **2012/000444-1** for the Subject Land permitting demolition of existing buildings including part demolition and construction or carry out works within the Heritage Overlay and construction of two multi-storey buildings comprising dwellings, office and retail premises (other than hotel, tavern and gaming premises), vary the requirement of Design and Development Overlay (Schedule 33) and reduce the car parking requirements and loading and unloading requirements of the Planning Scheme in accordance with the Endorsed Plan and subject to conditions, including condition 8 which provides:

"8. *Before the development starts, excluding demolition, the owner of the land must enter into an agreement pursuant to Section 173 of the Planning and Environment Act 1987 with the City of Melbourne and make application to the Registrar of Title to have the agreement(s) registered on the relevant titles to the land under Section 181 of the Act to the satisfaction of the City of Melbourne. The agreement(s) must set out the following matters:*

- a. *No liability and maintenance to be incurred by City of Melbourne of those parts of the development projecting into airspace or sub-soil of land under the care and maintenance of City of Melbourne and disclaiming any right or intention to make or cause to be made at any time claim or application relating to adverse possession of the land.*
- b. *No liability and maintenance to be incurred by City of Melbourne of those parts of the development projecting into air-space or sub-soil of the land under the care and management of the City of Melbourne, including provision, of an indemnity and comprehensive insurance cover against damage and injury resulting from the erection and use of the projection.*
- c. **DELETED**

The owner/permit holder of the land subject to this permit must pay all of the City of Melbourne's reasonable legal costs and expenses of this agreement, including preparation, execution and registration of title."

- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage Nos. AN477466D and AK788738M in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
 - (a) To give effect to the requirements of the Permit; and
 - (b) To achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

IT IS AGREED:

1. DEFINITIONS

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

- 1.1 **"the Act"** means the *Planning and Environment Act 1987* (Vic).
- 1.2 **"this Agreement"** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 **"Council"** means Melbourne City Council as the Responsible Authority for the Planning Scheme in respect of matters under Part 9 of the Act and any subsequent person or body which is the Responsible Authority for the Planning Scheme in respect of matters under Part 9 of the Act.
- 1.4 **"Council Airspace"** means airspace which is above the Council Land.

- 1.5 **"Council Land"** means roads and land vested in Council or owned by Council and under the care and management of Council.
- 1.6 **"Council Sub-Soil"** means the sub-soil which is below Council Land.
- 1.7 **"the Endorsed Plan"** means the plan(s), endorsed with the stamp of the Council from time to time, as the plan(s) which form part of the Permit.
- 1.8 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.
- 1.9 **"Owner"** means the person or person registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.10 **"party"** or **"parties"** means the Owner and Council under this Agreement as appropriate.
- 1.11 **"Permit"** means Planning Permit No. 2012/000444-1 as amended from time to time and described in recital C of this Agreement.
- 1.12 **"Planning Scheme"** means the Melbourne Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.13 **"Subject Land"** means the land situated at 83-113 Batman Street, Melbourne being the land comprised in Certificate of Titles Volume 11835 Folio 060 and Volume 03554 Folio 726 and any reference to the Subject Land in this Agreement will include a reference to any lot created by the subdivision of the Subject Land or any part of it.

2. **INTERPRETATION**

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.6 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.7 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the same meaning as defined in the Act.

- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and severally covenants which are annexed to and run at law and equity with the Subject Land PROVIDED THAT if the Subject Land is subdivided creating one or more Owners Corporation then this Agreement must be read and applied so that the Owners Corporation(s) are responsible for the Owners obligations under this Agreement.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner covenants and agrees that:

- 3.1 The Council is the Owner of the Council Land, Council Airspace and Council Sub-Soil occupied by the Projection which is approved under Permit.
- 3.2 It will not make or cause to be made at any time any claim or application relating to adverse possession on the Council Land, Council Airspace or Council Sub-Soil.
- 3.3 It is liable for and will indemnify, through comprehensive insurance cover, and keep Council indemnified from any damage, injury, claims, actions, suits and demands arising, directly or indirectly, out of the construction, activity or use of the Projection or any other matter installed upon it, whether or not caused by the Owner.
- 3.4 It will obtain and maintain comprehensive insurance cover in relation to the Projection in accordance with Clause 3.3 of this Agreement prior to commencement of works allowed by the Permit.
- 3.5 It will advise the Council once such comprehensive insurance cover has been obtained in accordance with Clause 3.4 of this Agreement and provide to Council a copy of the policy associated with the comprehensive insurance cover if requested by the Council.
- 3.6 It will maintain the Projection and any matter, including plant and equipment, that maybe be installed upon it in good condition.
- 3.7 **Council's Costs to be Paid**

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

4. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL

- 4.1 The Council acknowledges that the Owner's covenants in this Agreement satisfy condition 8 of the Permit.

5. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that:

- 5.1 **Notice of Registration**

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

5.2 Further actions

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

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

6. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act, however if this Agreement is held not to be valid as an agreement made pursuant to Section 173 of the Act or is unenforceable under the Act it remains a contract between the parties and is enforceable as a contract against the Owner or the Council, as the case may be.

7. OWNERS WARRANTIES

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

8. SUCCESSORS IN TITLE

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

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

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

9. GENERAL MATTERS

9.1 Notices

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

- 9.1.1 by delivering it personally to that party;
- 9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time;
- 9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post; or
- 9.1.4 by sending it by email provided that the receiving party has consented to receipt of notices by email and has provided an email address for that purpose.

9.2 A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of two business days after the date of posting;
- 9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day; or
- 9.2.4 if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000*.

9.3 No Waiver

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

9.4 Severability

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

9.5 No Fettering of the Council's Powers

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

10. COMMENCEMENT OF AGREEMENT

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

11. ENDING OF AGREEMENT

- 11.1 This Agreement ends when the Owner has complied with all of the covenants by the Owner under the Agreement to the satisfaction of the Council.
- 11.2 This Agreement may be ended by agreement between Council and the Owner.
- 11.3 If this Agreement relates to more than one lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.
- 11.4 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

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

EXECUTED as a DEED

SIGNED SEALED AND DELIVERED by)
JANE BIRMINGHAM, PRACTICE)
LEADER LAND USE AND)
DEVELOPMENT pursuant to an)
Instrument of Delegation authorised by)
Resolution of Council.

Witness

EXECUTED by Melbavill Development)
Co Pty Ltd (A.C.N. 167 843 503) in)
accordance with section 127(1) of the)
Corporations Act 2001 by being signed by)
authorised persons:

..... Director

..... Full Name

..... Usual Address

.....

..... Director/Secretary

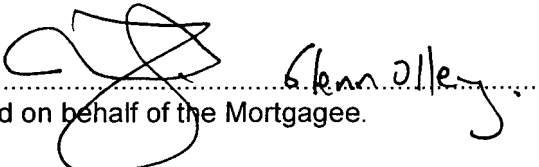
..... Full Name

..... Usual Address

.....

Mortgagee's Consent

Commonwealth Bank of Australia as Mortgagee of registered mortgage Nos. AN477466D and AK788738M consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.


.....
For and on behalf of the Mortgagee.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS801387G

The land in PS801387G is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 4, Lots 101A, 101B, 101C, 201, 301 - 333, 401 - 411, 501 - 511, 601 - 611, 701 - 711, 801 - 811, 901 - 911, 1001 - 1011, 1101 - 1111, 1201 - 1211, 1301 - 1311, 1401 - 1411, 1501 - 1511, 1601 - 1611, 1701 - 1711, 1801 - 1805, 1901 - 1905, 2001 - 2005, B01, B02, G01, W401, W402, W403, W404, W405, W406, W407, W408, W409, W410, W411, W412, W413, W414, W415, W501, W502, W503, W504, W505, W506, W507, W508, W509, W510, W511, W512, W513, W514, W515, W601, W602, W603, W604, W605, W606, W607, W608, W609, W610, W611, W612, W613, W614, W615, W701, W702, W703, W704, W705, W706, W707, W708, W709, W710, W711, W712, W713, W714, W715, W801, W802, W803, W804, W805, W806, W807, W808, W809, W810, W811, W812, W813, W814, W815, W901, W902, W903, W904, W905, W906, W907, W908, W909, W910, W911, W912, W913, W914, W915, W1001, W1002, W1003, W1004, W1005, W1006, W1007, W1008, W1009, W1010, W1011, W1012, W1013, W1014, W1015, W1101, W1102, W1103, W1104, W1105, W1106, W1107, W1108, W1109, W1110, W1111, W1112, W1113, W1114, W1115, W1201, W1202, W1203, W1204, W1205, W1206, W1207, W1208, W1209, W1210, W1211, W1212, W1213, W1214, W1215, W1301, W1302, W1303, W1304, W1305, W1306, W1307, W1308, W1309, W1310, W1311, W1312, W1313, W1314, W1315, W1401, W1402, W1403, W1404, W1405, W1406, W1407, W1408, W1409, W1410, W1411, W1412, W1413, W1414, W1415, W1501, W1502, W1503, W1504, W1505, W1506, W1507, W1508, W1509, W1510, W1511, W1512, W1513, W1514, W1515, W1601, W1602, W1603, W1604, W1605, W1606, W1607, W1608, W1609, W1610, W1611, W1612, W1613, W1614, W1615, W1701, W1702, W1703, W1704, W1705, W1706, W1707, W1708, W1709, W1710, W1711, W1712, W1713, W1714, W1715, W1801, W1802, W1803, W1804, W1805, W1806, W1807, W1808, W1809, W1810, W1811, W1812, W1813, W1814, W1815, W1901, W1902, W1903, W1904, W1905, W1906, W1907, W1908, W1909, W1910, W1911, W1912, W1913, W1914, W1915, W2001, W2002, W2003, W2004, W2005, W2006, W2007, W2008, W2009, W2010, W2011, W2012, W2013, W2014, W2015, W2101, W2102, W2103, W2104, W2105, W2106, W2107, W2108, W2109, W2110, W2111, W2112, W2113, W2114, W2115, W2201, W2202, W2203, W2204, W2205, W2206, W2207, W2208, W2209, W2210, W2211, W2212, W2213, W2214, W2215, W2301, W2302, W2303, W2304, W2305, W2306, W2307, W2308, W2309, W2310, W2311, W2312, W2313, W2314, W2315, W2401, W2402, W2403, W2404, W2405, W2406, W2407, W2408, W2409, W2501, W2502, W2503, W2504, W2505, W2506, W2507, W2508, W2509, W2601, W2602, W2603, W2604, W2605, W2606, W2607, W2608, W2609.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MOCS SUITE G07 12-14 CATO STREET HAWTHORN EAST VIC 3123

OC046028T 21/11/2019

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. OC046031F 21/11/2019



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS801387G**

Additional Owners Corporation Information:

OC046028T 21/11/2019

Notations:

ONLY THE MEMBERS OF OWNERS CORPORATION NO. 2 ARE ENTITLED TO USE COMMON PROPERTY NO. 2 ONLY THE MEMBERS OF OWNERS CORPORATION NO. 3 ARE ENTITLED TO USE COMMON PROPERTY NO. 3 Only the members of Owners Corporation 4 are entitled to use Common Property No. 4

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Lot 101A	223	223
Lot 101B	184	184
Lot 101C	155	155
Lot 201	146	146
Lot 301	72	72
Lot 302	69	69
Lot 303	69	69
Lot 304	69	69
Lot 305	69	69
Lot 306	69	69
Lot 307	72	72
Lot 308	69	69
Lot 309	66	66
Lot 310	66	66
Lot 311	66	66
Lot 312	66	66
Lot 313	66	66
Lot 314	66	66
Lot 315	68	68
Lot 316	67	67



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OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 317	67	67
Lot 318	69	69
Lot 319	102	102
Lot 320	97	97
Lot 321	97	97
Lot 322	96	96
Lot 323	134	134
Lot 324	101	101
Lot 325	101	101
Lot 326	99	99
Lot 327	103	103
Lot 328	100	100
Lot 329	101	101
Lot 330	101	101
Lot 331	100	100
Lot 332	100	100
Lot 333	109	109
Lot 401	56	56
Lot 402	73	73
Lot 403	54	54
Lot 404	75	75
Lot 405	75	75
Lot 406	49	49
Lot 407	49	49
Lot 408	53	53
Lot 409	54	54
Lot 410	64	64
Lot 411	50	50
Lot 501	50	50



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OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 502	70	70
Lot 503	48	48
Lot 504	72	72
Lot 505	72	72
Lot 506	49	49
Lot 507	49	49
Lot 508	47	47
Lot 509	49	49
Lot 510	61	61
Lot 511	61	61
Lot 601	50	50
Lot 602	70	70
Lot 603	49	49
Lot 604	72	72
Lot 605	72	72
Lot 606	49	49
Lot 607	49	49
Lot 608	47	47
Lot 609	49	49
Lot 610	61	61
Lot 611	61	61
Lot 701	50	50
Lot 702	70	70
Lot 703	49	49
Lot 704	73	73
Lot 705	72	72
Lot 706	49	49
Lot 707	49	49
Lot 708	48	48



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OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 709	48	48
Lot 710	61	61
Lot 711	61	61
Lot 801	50	50
Lot 802	70	70
Lot 803	50	50
Lot 804	73	73
Lot 805	72	72
Lot 806	48	48
Lot 807	48	48
Lot 808	48	48
Lot 809	49	49
Lot 810	61	61
Lot 811	61	61
Lot 901	50	50
Lot 902	71	71
Lot 903	49	49
Lot 904	74	74
Lot 905	72	72
Lot 906	49	49
Lot 907	49	49
Lot 908	48	48
Lot 909	49	49
Lot 910	61	61
Lot 911	61	61
Lot 1001	50	50
Lot 1002	71	71
Lot 1003	49	49
Lot 1004	74	74



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1005	71	71
Lot 1006	49	49
Lot 1007	49	49
Lot 1008	47	47
Lot 1009	49	49
Lot 1010	61	61
Lot 1011	61	61
Lot 1101	50	50
Lot 1102	70	70
Lot 1103	49	49
Lot 1104	74	74
Lot 1105	72	72
Lot 1106	49	49
Lot 1107	49	49
Lot 1108	48	48
Lot 1109	48	48
Lot 1110	61	61
Lot 1111	61	61
Lot 1201	50	50
Lot 1202	70	70
Lot 1203	49	49
Lot 1204	74	74
Lot 1205	73	73
Lot 1206	49	49
Lot 1207	49	49
Lot 1208	48	48
Lot 1209	49	49
Lot 1210	61	61
Lot 1211	61	61



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OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1301	50	50
Lot 1302	71	71
Lot 1303	49	49
Lot 1304	73	73
Lot 1305	73	73
Lot 1306	50	50
Lot 1307	48	48
Lot 1308	48	48
Lot 1309	48	48
Lot 1310	61	61
Lot 1311	61	61
Lot 1401	50	50
Lot 1402	70	70
Lot 1403	49	49
Lot 1404	73	73
Lot 1405	73	73
Lot 1406	50	50
Lot 1407	49	49
Lot 1408	49	49
Lot 1409	49	49
Lot 1410	60	60
Lot 1411	60	60
Lot 1501	50	50
Lot 1502	71	71
Lot 1503	49	49
Lot 1504	73	73
Lot 1505	72	72
Lot 1506	49	49
Lot 1507	50	50



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OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1508	48	48
Lot 1509	50	50
Lot 1510	60	60
Lot 1511	60	60
Lot 1601	50	50
Lot 1602	71	71
Lot 1603	49	49
Lot 1604	73	73
Lot 1605	72	72
Lot 1606	49	49
Lot 1607	49	49
Lot 1608	48	48
Lot 1609	49	49
Lot 1610	60	60
Lot 1611	60	60
Lot 1701	50	50
Lot 1702	71	71
Lot 1703	49	49
Lot 1704	73	73
Lot 1705	72	72
Lot 1706	49	49
Lot 1707	49	49
Lot 1708	48	48
Lot 1709	49	49
Lot 1710	60	60
Lot 1711	60	60
Lot 1801	49	49
Lot 1802	71	71
Lot 1803	49	49



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1804	73	73
Lot 1805	72	72
Lot 1901	50	50
Lot 1902	71	71
Lot 1903	49	49
Lot 1904	73	73
Lot 1905	71	71
Lot 2001	50	50
Lot 2002	71	71
Lot 2003	48	48
Lot 2004	73	73
Lot 2005	71	71
Lot B01	240	240
Lot B02	591	591
Lot G01	95	95
Lot W401	57	57
Lot W402	49	49
Lot W403	74	74
Lot W404	74	74
Lot W405	49	49
Lot W406	63	63
Lot W407	49	49
Lot W408	75	75
Lot W409	64	64
Lot W410	54	54
Lot W411	55	55
Lot W412	73	73
Lot W413	73	73
Lot W414	54	54



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot W415	55	55
Lot W501	52	52
Lot W502	47	47
Lot W503	71	71
Lot W504	71	71
Lot W505	47	47
Lot W506	62	62
Lot W507	47	47
Lot W508	72	72
Lot W509	59	59
Lot W510	65	65
Lot W511	50	50
Lot W512	69	69
Lot W513	70	70
Lot W514	48	48
Lot W515	50	50
Lot W601	52	52
Lot W602	49	49
Lot W603	71	71
Lot W604	71	71
Lot W605	49	49
Lot W606	63	63
Lot W607	49	49
Lot W608	71	71
Lot W609	59	59
Lot W610	64	64
Lot W611	50	50
Lot W612	69	69
Lot W613	69	69



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot W614	48	48
Lot W615	50	50
Lot W701	52	52
Lot W702	47	47
Lot W703	71	71
Lot W704	71	71
Lot W705	47	47
Lot W706	63	63
Lot W707	47	47
Lot W708	72	72
Lot W709	58	58
Lot W710	66	66
Lot W711	48	48
Lot W712	70	70
Lot W713	70	70
Lot W714	48	48
Lot W715	48	48
Lot W801	52	52
Lot W802	49	49
Lot W803	70	70
Lot W804	70	70
Lot W805	47	47
Lot W806	63	63
Lot W807	47	47
Lot W808	71	71
Lot W809	58	58
Lot W810	65	65
Lot W811	50	50
Lot W812	69	69



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot W813	70	70
Lot W814	48	48
Lot W815	48	48
Lot W901	52	52
Lot W902	49	49
Lot W903	71	71
Lot W904	70	70
Lot W905	49	49
Lot W906	63	63
Lot W907	49	49
Lot W908	72	72
Lot W909	58	58
Lot W910	65	65
Lot W911	48	48
Lot W912	69	69
Lot W913	69	69
Lot W914	50	50
Lot W915	50	50
Lot W1001	52	52
Lot W1002	50	50
Lot W1003	71	71
Lot W1004	71	71
Lot W1005	47	47
Lot W1006	63	63
Lot W1007	47	47
Lot W1008	72	72
Lot W1009	58	58
Lot W1010	65	65
Lot W1011	48	48



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W1012	69	69
Lot W1013	69	69
Lot W1014	48	48
Lot W1015	50	50
Lot W1101	52	52
Lot W1102	49	49
Lot W1103	71	71
Lot W1104	71	71
Lot W1105	49	49
Lot W1106	63	63
Lot W1107	49	49
Lot W1108	72	72
Lot W1109	59	59
Lot W1110	65	65
Lot W1111	48	48
Lot W1112	69	69
Lot W1113	69	69
Lot W1114	48	48
Lot W1115	48	48
Lot W1201	52	52
Lot W1202	49	49
Lot W1203	71	71
Lot W1204	71	71
Lot W1205	49	49
Lot W1206	63	63
Lot W1207	49	49
Lot W1208	72	72
Lot W1209	59	59
Lot W1210	65	65



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot W1211	50	50
Lot W1212	69	69
Lot W1213	69	69
Lot W1214	50	50
Lot W1215	50	50
Lot W1301	51	51
Lot W1302	47	47
Lot W1303	70	70
Lot W1304	71	71
Lot W1305	47	47
Lot W1306	62	62
Lot W1307	47	47
Lot W1308	71	71
Lot W1309	58	58
Lot W1310	64	64
Lot W1311	48	48
Lot W1312	69	69
Lot W1313	70	70
Lot W1314	48	48
Lot W1315	48	48
Lot W1401	52	52
Lot W1402	49	49
Lot W1403	71	71
Lot W1404	71	71
Lot W1405	49	49
Lot W1406	62	62
Lot W1407	49	49
Lot W1408	71	71
Lot W1409	59	59



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot W1410	65	65
Lot W1411	50	50
Lot W1412	69	69
Lot W1413	69	69
Lot W1414	50	50
Lot W1415	50	50
Lot W1501	51	51
Lot W1502	47	47
Lot W1503	71	71
Lot W1504	71	71
Lot W1505	49	49
Lot W1506	63	63
Lot W1507	47	47
Lot W1508	72	72
Lot W1509	58	58
Lot W1510	65	65
Lot W1511	48	48
Lot W1512	70	70
Lot W1513	70	70
Lot W1514	48	48
Lot W1515	48	48
Lot W1601	52	52
Lot W1602	49	49
Lot W1603	71	71
Lot W1604	71	71
Lot W1605	49	49
Lot W1606	64	64
Lot W1607	49	49
Lot W1608	72	72



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W1609	59	59
Lot W1610	65	65
Lot W1611	50	50
Lot W1612	69	69
Lot W1613	70	70
Lot W1614	50	50
Lot W1615	50	50
Lot W1701	51	51
Lot W1702	47	47
Lot W1703	70	70
Lot W1704	70	70
Lot W1705	47	47
Lot W1706	62	62
Lot W1707	47	47
Lot W1708	71	71
Lot W1709	58	58
Lot W1710	64	64
Lot W1711	48	48
Lot W1712	69	69
Lot W1713	69	69
Lot W1714	48	48
Lot W1715	48	48
Lot W1801	52	52
Lot W1802	48	48
Lot W1803	72	72
Lot W1804	71	71
Lot W1805	49	49
Lot W1806	62	62
Lot W1807	49	49



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W1808	72	72
Lot W1809	59	59
Lot W1810	65	65
Lot W1811	50	50
Lot W1812	69	69
Lot W1813	69	69
Lot W1814	50	50
Lot W1815	50	50
Lot W1901	52	52
Lot W1902	48	48
Lot W1903	71	71
Lot W1904	71	71
Lot W1905	49	49
Lot W1906	62	62
Lot W1907	49	49
Lot W1908	72	72
Lot W1909	58	58
Lot W1910	65	65
Lot W1911	50	50
Lot W1912	70	70
Lot W1913	70	70
Lot W1914	50	50
Lot W1915	50	50
Lot W2001	52	52
Lot W2002	49	49
Lot W2003	71	71
Lot W2004	71	71
Lot W2005	49	49
Lot W2006	62	62



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W2007	49	49
Lot W2008	72	72
Lot W2009	59	59
Lot W2010	64	64
Lot W2011	51	51
Lot W2012	70	70
Lot W2013	70	70
Lot W2014	50	50
Lot W2015	50	50
Lot W2101	52	52
Lot W2102	49	49
Lot W2103	71	71
Lot W2104	71	71
Lot W2105	49	49
Lot W2106	62	62
Lot W2107	48	48
Lot W2108	72	72
Lot W2109	58	58
Lot W2110	64	64
Lot W2111	50	50
Lot W2112	69	69
Lot W2113	70	70
Lot W2114	50	50
Lot W2115	50	50
Lot W2201	52	52
Lot W2202	49	49
Lot W2203	70	70
Lot W2204	70	70
Lot W2205	49	49



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W2206	63	63
Lot W2207	49	49
Lot W2208	71	71
Lot W2209	58	58
Lot W2210	64	64
Lot W2211	50	50
Lot W2212	70	70
Lot W2213	70	70
Lot W2214	50	50
Lot W2215	50	50
Lot W2301	51	51
Lot W2302	49	49
Lot W2303	71	71
Lot W2304	71	71
Lot W2305	47	47
Lot W2306	62	62
Lot W2307	47	47
Lot W2308	72	72
Lot W2309	58	58
Lot W2310	64	64
Lot W2311	48	48
Lot W2312	70	70
Lot W2313	69	69
Lot W2314	48	48
Lot W2315	48	48
Lot W2401	51	51
Lot W2402	49	49
Lot W2403	71	71
Lot W2404	71	71



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 1
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W2405	49	49
Lot W2406	63	63
Lot W2407	49	49
Lot W2408	72	72
Lot W2409	58	58
Lot W2501	51	51
Lot W2502	49	49
Lot W2503	71	71
Lot W2504	71	71
Lot W2505	49	49
Lot W2506	63	63
Lot W2507	49	49
Lot W2508	72	72
Lot W2509	57	57
Lot W2601	51	51
Lot W2602	49	49
Lot W2603	71	71
Lot W2604	71	71
Lot W2605	49	49
Lot W2606	63	63
Lot W2607	49	49
Lot W2608	72	72
Lot W2609	58	58
Total	33465.00	33465.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS801387G

The land in PS801387G is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 4, Lots 101A, 101B, 101C.

Limitations on Owners Corporation:

Limited

Postal Address for Services of Notices:

SUITE G07 12-14 CATO STREET HAWTHORN EAST VIC 3122

PS801387G/D1 28/10/2020

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

Member of Owners Corporation No. 4 are also affected by Owners Corporation No. 1 and no.3 Folio of the Register for Common Property No. 4 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 4	0	0
Lot 101A	223	223
Lot 101B	184	184
Lot 101C	155	155
Total	562.00	562.00

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



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Owners Corporation Search Report

Produced: 21/10/2025 11:12:03 PM

OWNERS CORPORATION 4
PLAN NO. PS801387G

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

Statement End.



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OWNERS CORPORATION 3
PLAN NO. PS801387G

The land in PS801387G is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 101A, 101B, 101C, 201.

Limitations on Owners Corporation:

Limited

Postal Address for Services of Notices:

MOCS SUITE G07 12-14 CATO STREET HAWTHORN EAST VIC 3123

OC046030H 21/11/2019

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. OC046033B 21/11/2019

Additional Owners Corporation Information:

OC046030H 21/11/2019

Notations:

FOLIO OF THE REGISTER FOR COMMON PROPERTY NO. 3 IS IN THE NAME OF OWNERS CORPORATION NO. 1

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 101A	223	223
Lot 101B	184	184
Lot 101C	155	155
Lot 201	146	146
Total	708.00	708.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:03 PM

OWNERS CORPORATION 3
PLAN NO. PS801387G

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

Statement End.



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Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS801387G

The land in PS801387G is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 301 - 333, 401 - 411, 501 - 511, 601 - 611, 701 - 711, 801 - 811, 901 - 911, 1001 - 1011, 1101 - 1111, 1201 - 1211, 1301 - 1311, 1401 - 1411, 1501 - 1511, 1601 - 1611, 1701 - 1711, 1801 - 1805, 1901 - 1905, 2001 - 2005, W401, W402, W403, W404, W405, W406, W407, W408, W409, W410, W411, W412, W413, W414, W415, W501, W502, W503, W504, W505, W506, W507, W508, W509, W510, W511, W512, W513, W514, W515, W601, W602, W603, W604, W605, W606, W607, W608, W609, W610, W611, W612, W613, W614, W615, W701, W702, W703, W704, W705, W706, W707, W708, W709, W710, W711, W712, W713, W714, W715, W801, W802, W803, W804, W805, W806, W807, W808, W809, W810, W811, W812, W813, W814, W815, W901, W902, W903, W904, W905, W906, W907, W908, W909, W910, W911, W912, W913, W914, W915, W1001, W1002, W1003, W1004, W1005, W1006, W1007, W1008, W1009, W1010, W1011, W1012, W1013, W1014, W1015, W1101, W1102, W1103, W1104, W1105, W1106, W1107, W1108, W1109, W1110, W1111, W1112, W1113, W1114, W1115, W1201, W1202, W1203, W1204, W1205, W1206, W1207, W1208, W1209, W1210, W1211, W1212, W1213, W1214, W1215, W1301, W1302, W1303, W1304, W1305, W1306, W1307, W1308, W1309, W1310, W1311, W1312, W1313, W1314, W1315, W1401, W1402, W1403, W1404, W1405, W1406, W1407, W1408, W1409, W1410, W1411, W1412, W1413, W1414, W1415, W1501, W1502, W1503, W1504, W1505, W1506, W1507, W1508, W1509, W1510, W1511, W1512, W1513, W1514, W1515, W1601, W1602, W1603, W1604, W1605, W1606, W1607, W1608, W1609, W1610, W1611, W1612, W1613, W1614, W1615, W1701, W1702, W1703, W1704, W1705, W1706, W1707, W1708, W1709, W1710, W1711, W1712, W1713, W1714, W1715, W1801, W1802, W1803, W1804, W1805, W1806, W1807, W1808, W1809, W1810, W1811, W1812, W1813, W1814, W1815, W1901, W1902, W1903, W1904, W1905, W1906, W1907, W1908, W1909, W1910, W1911, W1912, W1913, W1914, W1915, W2001, W2002, W2003, W2004, W2005, W2006, W2007, W2008, W2009, W2010, W2011, W2012, W2013, W2014, W2015, W2101, W2102, W2103, W2104, W2105, W2106, W2107, W2108, W2109, W2110, W2111, W2112, W2113, W2114, W2115, W2201, W2202, W2203, W2204, W2205, W2206, W2207, W2208, W2209, W2210, W2211, W2212, W2213, W2214, W2215, W2301, W2302, W2303, W2304, W2305, W2306, W2307, W2308, W2309, W2310, W2311, W2312, W2313, W2314, W2315, W2401, W2402, W2403, W2404, W2405, W2406, W2407, W2408, W2409, W2501, W2502, W2503, W2504, W2505, W2506, W2507, W2508, W2509, W2601, W2602, W2603, W2604, W2605, W2606, W2607, W2608, W2609.

Limitations on Owners Corporation:

Limited

Postal Address for Services of Notices:

MOCS SUITE G07 12-14 CATO STREET HAWTHORN EAST VIC 3123

OC046029R 21/11/2019

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. OC046032D 21/11/2019



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 2
PLAN NO. PS801387G

Additional Owners Corporation Information:

OC046029R 21/11/2019

Notations:

FOLIO OF THE REGISTER FOR COMMON PROPERTY NO. 2 IS IN THE NAME OF OWNERS CORPORATION NO. 1

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 301	72	72
Lot 302	69	69
Lot 303	69	69
Lot 304	69	69
Lot 305	69	69
Lot 306	69	69
Lot 307	72	72
Lot 308	69	69
Lot 309	66	66
Lot 310	66	66
Lot 311	66	66
Lot 312	66	66
Lot 313	66	66
Lot 314	66	66
Lot 315	68	68
Lot 316	67	67
Lot 317	67	67
Lot 318	69	69
Lot 319	102	102
Lot 320	97	97
Lot 321	97	97
Lot 322	96	96
Lot 323	134	134
Lot 324	101	101



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 325	101	101
Lot 326	99	99
Lot 327	103	103
Lot 328	100	100
Lot 329	101	101
Lot 330	101	101
Lot 331	100	100
Lot 332	100	100
Lot 333	109	109
Lot 401	56	56
Lot 402	73	73
Lot 403	54	54
Lot 404	75	75
Lot 405	75	75
Lot 406	49	49
Lot 407	49	49
Lot 408	53	53
Lot 409	54	54
Lot 410	64	64
Lot 411	50	50
Lot 501	50	50
Lot 502	70	70
Lot 503	48	48
Lot 504	72	72
Lot 505	72	72
Lot 506	49	49
Lot 507	49	49
Lot 508	47	47
Lot 509	49	49



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 510	61	61
Lot 511	61	61
Lot 601	50	50
Lot 602	70	70
Lot 603	49	49
Lot 604	72	72
Lot 605	72	72
Lot 606	49	49
Lot 607	49	49
Lot 608	47	47
Lot 609	49	49
Lot 610	61	61
Lot 611	61	61
Lot 701	50	50
Lot 702	70	70
Lot 703	49	49
Lot 704	73	73
Lot 705	72	72
Lot 706	49	49
Lot 707	49	49
Lot 708	48	48
Lot 709	48	48
Lot 710	61	61
Lot 711	61	61
Lot 801	50	50
Lot 802	70	70
Lot 803	50	50
Lot 804	73	73
Lot 805	72	72



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 806	48	48
Lot 807	48	48
Lot 808	48	48
Lot 809	49	49
Lot 810	61	61
Lot 811	61	61
Lot 901	50	50
Lot 902	71	71
Lot 903	49	49
Lot 904	74	74
Lot 905	72	72
Lot 906	49	49
Lot 907	49	49
Lot 908	48	48
Lot 909	49	49
Lot 910	61	61
Lot 911	61	61
Lot 1001	50	50
Lot 1002	71	71
Lot 1003	49	49
Lot 1004	74	74
Lot 1005	71	71
Lot 1006	49	49
Lot 1007	49	49
Lot 1008	47	47
Lot 1009	49	49
Lot 1010	61	61
Lot 1011	61	61
Lot 1101	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1102	70	70
Lot 1103	49	49
Lot 1104	74	74
Lot 1105	72	72
Lot 1106	49	49
Lot 1107	49	49
Lot 1108	48	48
Lot 1109	48	48
Lot 1110	61	61
Lot 1111	61	61
Lot 1201	50	50
Lot 1202	70	70
Lot 1203	49	49
Lot 1204	74	74
Lot 1205	73	73
Lot 1206	49	49
Lot 1207	49	49
Lot 1208	48	48
Lot 1209	49	49
Lot 1210	61	61
Lot 1211	61	61
Lot 1301	50	50
Lot 1302	71	71
Lot 1303	49	49
Lot 1304	73	73
Lot 1305	73	73
Lot 1306	50	50
Lot 1307	48	48
Lot 1308	48	48



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1309	48	48
Lot 1310	61	61
Lot 1311	61	61
Lot 1401	50	50
Lot 1402	70	70
Lot 1403	49	49
Lot 1404	73	73
Lot 1405	73	73
Lot 1406	50	50
Lot 1407	49	49
Lot 1408	49	49
Lot 1409	49	49
Lot 1410	60	60
Lot 1411	60	60
Lot 1501	50	50
Lot 1502	71	71
Lot 1503	49	49
Lot 1504	73	73
Lot 1505	72	72
Lot 1506	49	49
Lot 1507	50	50
Lot 1508	48	48
Lot 1509	50	50
Lot 1510	60	60
Lot 1511	60	60
Lot 1601	50	50
Lot 1602	71	71
Lot 1603	49	49
Lot 1604	73	73



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1605	72	72
Lot 1606	49	49
Lot 1607	49	49
Lot 1608	48	48
Lot 1609	49	49
Lot 1610	60	60
Lot 1611	60	60
Lot 1701	50	50
Lot 1702	71	71
Lot 1703	49	49
Lot 1704	73	73
Lot 1705	72	72
Lot 1706	49	49
Lot 1707	49	49
Lot 1708	48	48
Lot 1709	49	49
Lot 1710	60	60
Lot 1711	60	60
Lot 1801	49	49
Lot 1802	71	71
Lot 1803	49	49
Lot 1804	73	73
Lot 1805	72	72
Lot 1901	50	50
Lot 1902	71	71
Lot 1903	49	49
Lot 1904	73	73
Lot 1905	71	71
Lot 2001	50	50



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2002	71	71
Lot 2003	48	48
Lot 2004	73	73
Lot 2005	71	71
Lot W401	57	57
Lot W402	49	49
Lot W403	74	74
Lot W404	74	74
Lot W405	49	49
Lot W406	63	63
Lot W407	49	49
Lot W408	75	75
Lot W409	64	64
Lot W410	54	54
Lot W411	55	55
Lot W412	73	73
Lot W413	73	73
Lot W414	54	54
Lot W415	55	55
Lot W501	52	52
Lot W502	47	47
Lot W503	71	71
Lot W504	71	71
Lot W505	47	47
Lot W506	62	62
Lot W507	47	47
Lot W508	72	72
Lot W509	59	59
Lot W510	65	65



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W511	50	50
Lot W512	69	69
Lot W513	70	70
Lot W514	48	48
Lot W515	50	50
Lot W601	52	52
Lot W602	49	49
Lot W603	71	71
Lot W604	71	71
Lot W605	49	49
Lot W606	63	63
Lot W607	49	49
Lot W608	71	71
Lot W609	59	59
Lot W610	64	64
Lot W611	50	50
Lot W612	69	69
Lot W613	69	69
Lot W614	48	48
Lot W615	50	50
Lot W701	52	52
Lot W702	47	47
Lot W703	71	71
Lot W704	71	71
Lot W705	47	47
Lot W706	63	63
Lot W707	47	47
Lot W708	72	72
Lot W709	58	58



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W710	66	66
Lot W711	48	48
Lot W712	70	70
Lot W713	70	70
Lot W714	48	48
Lot W715	48	48
Lot W801	52	52
Lot W802	49	49
Lot W803	70	70
Lot W804	70	70
Lot W805	47	47
Lot W806	63	63
Lot W807	47	47
Lot W808	71	71
Lot W809	58	58
Lot W810	65	65
Lot W811	50	50
Lot W812	69	69
Lot W813	70	70
Lot W814	48	48
Lot W815	48	48
Lot W901	52	52
Lot W902	49	49
Lot W903	71	71
Lot W904	70	70
Lot W905	49	49
Lot W906	63	63
Lot W907	49	49
Lot W908	72	72



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W909	58	58
Lot W910	65	65
Lot W911	48	48
Lot W912	69	69
Lot W913	69	69
Lot W914	50	50
Lot W915	50	50
Lot W1001	52	52
Lot W1002	50	50
Lot W1003	71	71
Lot W1004	71	71
Lot W1005	47	47
Lot W1006	63	63
Lot W1007	47	47
Lot W1008	72	72
Lot W1009	58	58
Lot W1010	65	65
Lot W1011	48	48
Lot W1012	69	69
Lot W1013	69	69
Lot W1014	48	48
Lot W1015	50	50
Lot W1101	52	52
Lot W1102	49	49
Lot W1103	71	71
Lot W1104	71	71
Lot W1105	49	49
Lot W1106	63	63
Lot W1107	49	49



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W1108	72	72
Lot W1109	59	59
Lot W1110	65	65
Lot W1111	48	48
Lot W1112	69	69
Lot W1113	69	69
Lot W1114	48	48
Lot W1115	48	48
Lot W1201	52	52
Lot W1202	49	49
Lot W1203	71	71
Lot W1204	71	71
Lot W1205	49	49
Lot W1206	63	63
Lot W1207	49	49
Lot W1208	72	72
Lot W1209	59	59
Lot W1210	65	65
Lot W1211	50	50
Lot W1212	69	69
Lot W1213	69	69
Lot W1214	50	50
Lot W1215	50	50
Lot W1301	51	51
Lot W1302	47	47
Lot W1303	70	70
Lot W1304	71	71
Lot W1305	47	47
Lot W1306	62	62



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W1307	47	47
Lot W1308	71	71
Lot W1309	58	58
Lot W1310	64	64
Lot W1311	48	48
Lot W1312	69	69
Lot W1313	70	70
Lot W1314	48	48
Lot W1315	48	48
Lot W1401	52	52
Lot W1402	49	49
Lot W1403	71	71
Lot W1404	71	71
Lot W1405	49	49
Lot W1406	62	62
Lot W1407	49	49
Lot W1408	71	71
Lot W1409	59	59
Lot W1410	65	65
Lot W1411	50	50
Lot W1412	69	69
Lot W1413	69	69
Lot W1414	50	50
Lot W1415	50	50
Lot W1501	51	51
Lot W1502	47	47
Lot W1503	71	71
Lot W1504	71	71
Lot W1505	49	49



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W1506	63	63
Lot W1507	47	47
Lot W1508	72	72
Lot W1509	58	58
Lot W1510	65	65
Lot W1511	48	48
Lot W1512	70	70
Lot W1513	70	70
Lot W1514	48	48
Lot W1515	48	48
Lot W1601	52	52
Lot W1602	49	49
Lot W1603	71	71
Lot W1604	71	71
Lot W1605	49	49
Lot W1606	64	64
Lot W1607	49	49
Lot W1608	72	72
Lot W1609	59	59
Lot W1610	65	65
Lot W1611	50	50
Lot W1612	69	69
Lot W1613	70	70
Lot W1614	50	50
Lot W1615	50	50
Lot W1701	51	51
Lot W1702	47	47
Lot W1703	70	70
Lot W1704	70	70



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/10/2025 11:12:02 PM

OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W1705	47	47
Lot W1706	62	62
Lot W1707	47	47
Lot W1708	71	71
Lot W1709	58	58
Lot W1710	64	64
Lot W1711	48	48
Lot W1712	69	69
Lot W1713	69	69
Lot W1714	48	48
Lot W1715	48	48
Lot W1801	52	52
Lot W1802	48	48
Lot W1803	72	72
Lot W1804	71	71
Lot W1805	49	49
Lot W1806	62	62
Lot W1807	49	49
Lot W1808	72	72
Lot W1809	59	59
Lot W1810	65	65
Lot W1811	50	50
Lot W1812	69	69
Lot W1813	69	69
Lot W1814	50	50
Lot W1815	50	50
Lot W1901	52	52
Lot W1902	48	48
Lot W1903	71	71



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot W1904	71	71
Lot W1905	49	49
Lot W1906	62	62
Lot W1907	49	49
Lot W1908	72	72
Lot W1909	58	58
Lot W1910	65	65
Lot W1911	50	50
Lot W1912	70	70
Lot W1913	70	70
Lot W1914	50	50
Lot W1915	50	50
Lot W2001	52	52
Lot W2002	49	49
Lot W2003	71	71
Lot W2004	71	71
Lot W2005	49	49
Lot W2006	62	62
Lot W2007	49	49
Lot W2008	72	72
Lot W2009	59	59
Lot W2010	64	64
Lot W2011	51	51
Lot W2012	70	70
Lot W2013	70	70
Lot W2014	50	50
Lot W2015	50	50
Lot W2101	52	52
Lot W2102	49	49



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot W2103	71	71
Lot W2104	71	71
Lot W2105	49	49
Lot W2106	62	62
Lot W2107	48	48
Lot W2108	72	72
Lot W2109	58	58
Lot W2110	64	64
Lot W2111	50	50
Lot W2112	69	69
Lot W2113	70	70
Lot W2114	50	50
Lot W2115	50	50
Lot W2201	52	52
Lot W2202	49	49
Lot W2203	70	70
Lot W2204	70	70
Lot W2205	49	49
Lot W2206	63	63
Lot W2207	49	49
Lot W2208	71	71
Lot W2209	58	58
Lot W2210	64	64
Lot W2211	50	50
Lot W2212	70	70
Lot W2213	70	70
Lot W2214	50	50
Lot W2215	50	50
Lot W2301	51	51



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot W2302	49	49
Lot W2303	71	71
Lot W2304	71	71
Lot W2305	47	47
Lot W2306	62	62
Lot W2307	47	47
Lot W2308	72	72
Lot W2309	58	58
Lot W2310	64	64
Lot W2311	48	48
Lot W2312	70	70
Lot W2313	69	69
Lot W2314	48	48
Lot W2315	48	48
Lot W2401	51	51
Lot W2402	49	49
Lot W2403	71	71
Lot W2404	71	71
Lot W2405	49	49
Lot W2406	63	63
Lot W2407	49	49
Lot W2408	72	72
Lot W2409	58	58
Lot W2501	51	51
Lot W2502	49	49
Lot W2503	71	71
Lot W2504	71	71
Lot W2505	49	49
Lot W2506	63	63



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS801387G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot W2507	49	49
Lot W2508	72	72
Lot W2509	57	57
Lot W2601	51	51
Lot W2602	49	49
Lot W2603	71	71
Lot W2604	71	71
Lot W2605	49	49
Lot W2606	63	63
Lot W2607	49	49
Lot W2608	72	72
Lot W2609	58	58
Total	31831.00	31831.00

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.

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

CERTIFICATE NO: 226066
DATE OF ISSUE: 27-Oct-2025
YEAR ENDING: 30-Jun-2026

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

Property situated at: Unit 406, Level 4, 393 Spencer Street, WEST MELBOURNE VIC 3003

Legal Description: Lot 406 PS801387G CT-12166/281

Valuation Date: 01-Jul-2025

Assessment No: 256598 4

Net Annual Value: 17,500 **Capital Improved Value:** 350,000 **Site Value:** 46,000

Owner recorded by Council: Mr Bryan Jian Yu Tan

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

	Balance Owing
General Rates	\$ 683.50
Emergency Services and Volunteers Fund	\$ 196.55
Waste Services	\$ 140.00
Total Rebates	\$ -20.51
SUB TOTAL	\$ 999.54
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ -249.88

TOTAL DUE **\$ 749.66**

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



Billers code: 79616
Ref: 102565984

**HL Conveyancing Services
Level 5, 447 Collins Street
MELBOURNE VIC**

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 25/4951:250950

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

Property Information

Building Act 1993, Building Regulations 2018, Regulation 51.

24 October 2025

HL Conveyancing Services
Level 5, 447 Collins Street
info@hlconveyancing.com.au



CITY OF MELBOURNE

GPO Box 1603
Melbourne VIC 3001
Telephone (03) 9658 9658
DX210487

ABN 55 370 219 287

Unit 406, Level 4, 393 Spencer Street, WEST MELBOURNE VIC 3003

Thank you for your building property application received 21 Oct 2025. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

File Number: BP-2017-2092

Description of Work: Stage 1 - Construction of two high rise buildings. Excavation, site retention and in-ground services, works only (no further works permitted).

Permits/Certificates Issued:

Building Permit - 1553/2017/0384/1	12-Oct-2017
Occupancy Permit - 1553/7263823927040/0	13-Dec-2019
Occupancy Permit - 1553/7263823927040/0 amended	07-Dec-2020

File Number: BP-2017-2092/1

Description of Work: Stage 2 - Structural works to level 26.

Permits/Certificates Issued:

Building Permit - 1553-2017-0384-2	15-Mar-2018
Occupancy Permit - 1553/7263823927040/0	13-Dec-2019
Occupancy Permit - 1553/7263823927040/0 amended	07-Dec-2020

File Number: BP-2017-2092/2

Description of Work: Stage 3 - Building services (excluding fire services) and variation to the total cost for the building works.

Permits/Certificates Issued:

Building Permit - 1553/2017/0384/3	08-Aug-2018
Occupancy Permit - 1553/7263823927040/0	13-Dec-2019
Occupancy Permit - 1553/7263823927040/0 amended	07-Dec-2020

File Number: BP-2017-2092/3

Description of Work: Stage 4 - Balance of architectural works excluding works associated with the FER and regulation 129.

Permits/Certificates Issued:

Building Permit - 1553/20170384/4	12-Feb-2019
Occupancy Permit - 1553/7263823927040/0	13-Dec-2019
Occupancy Permit - 1553/7263823927040/0 amended	07-Dec-2020

File Number: BP-2017-2092/4

Description of Work: Stage 5 - Fire services associated with FER and regulation 129.

Permits/Certificates Issued:

Building Permit - BS-U1553/7263823927040	15-Aug-2019
Occupancy Permit - 1553/7263823927040/0	13-Dec-2019
Occupancy Permit - 1553/7263823927040/0 amended	07-Dec-2020

Outstanding Building Notices or Orders

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

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	Unit 406, Level 4, 393 Spencer Street, WEST MELBOURNE VIC
Our Ref	3003 25/4951:250950

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.

Property Clearance Certificate

Land Tax



HL CONVEYANCING SERVICES

Your Reference:	25/4951
Certificate No:	93824259
Issue Date:	22 OCT 2025
Enquiries:	ESYSPROD

Land Address:	LOT 406 SPENCER STREET MELBOURNE VIC 3000
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
46718164			12166	281	\$299.51

Vendor: BRYAN JIAN YU TAN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR BRIAN JIAN YU TAN	2025	\$47,000	\$299.51	\$0.00	\$299.51

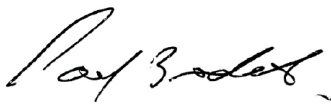
Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$350,000
SITE VALUE (SV):	\$47,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$299.51



Notes to Certificate - Land Tax

Certificate No: 93824259

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$47,000

Calculated as \$0 plus (\$47,000 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,500.00

Taxable Value = \$350,000

Calculated as \$350,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93824259

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: 93824259

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



HL CONVEYANCING SERVICES

Your Reference: 25/4951

Certificate No: 93824259

Issue Date: 22 OCT 2025

Enquires: ESYSPROD

Land Address: LOT 406 SPENCER STREET MELBOURNE VIC 3000

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46718164			12166	281	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$350,000

SITE VALUE: \$47,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93824259

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



HL CONVEYANCING SERVICES

Your Reference:	25/4951
Certificate No:	93824259
Issue Date:	22 OCT 2025

Land Address: LOT 406 SPENCER STREET MELBOURNE VIC 3000

Lot	Plan	Volume	Folio
		12166	281

Vendor: BRYAN JIAN YU TAN
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 93824259

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 93824258 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: 93824258 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

78506303-036-1

Statement number

6504327462

Date of Issue 22 Oct 2025**Total amount**

\$551.28

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

Please see page 2 for detailed information

Water Act, 1989, Section 158

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

Property address UN 406/393 SPENCER STREET, WEST MELBOURNE VIC 3003

Property number 7474460000

Lot on Plan 406\PS801387

Comments

Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billers code: **8789**

Ref: **78369500001**

Go to **bpay.com.au**

@Registered to BPAY
Pvt Ltd

ABN 69 079 137 518



Post Billpay

Australia Post

Billpay code: **0362**

Ref: **0783 6950 0009**

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



*362 078369500009

Annual Charges

Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.25	Quarterly	\$56.52	\$0.00
Residential Sewer Service Charge	\$297.99	Quarterly	\$75.11	\$0.00
Parks	\$89.80	Quarterly	\$22.63	\$0.00
Waterways and Drainage	\$125.00	Quarterly	\$31.50	\$0.00
Total annual charges	\$737.04		\$185.76	\$0.00

Other charges and adjustments

Service charges owing for previous financial years	\$0.00
Adjustments	\$0.00
Total charges and adjustment	\$0.00

Outstanding charges

Current balance	\$0.00
Plus remainder service charges to be billed	\$551.28
Total charges	\$551.28

Volumetric Charges

Please note, this property was recorded as having been occupied by a tenant from 10/06/2025 and this statement does not include any volumetric charges from this date.

Disclaimer

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

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

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

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.

General Information

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

Authorised Officer,



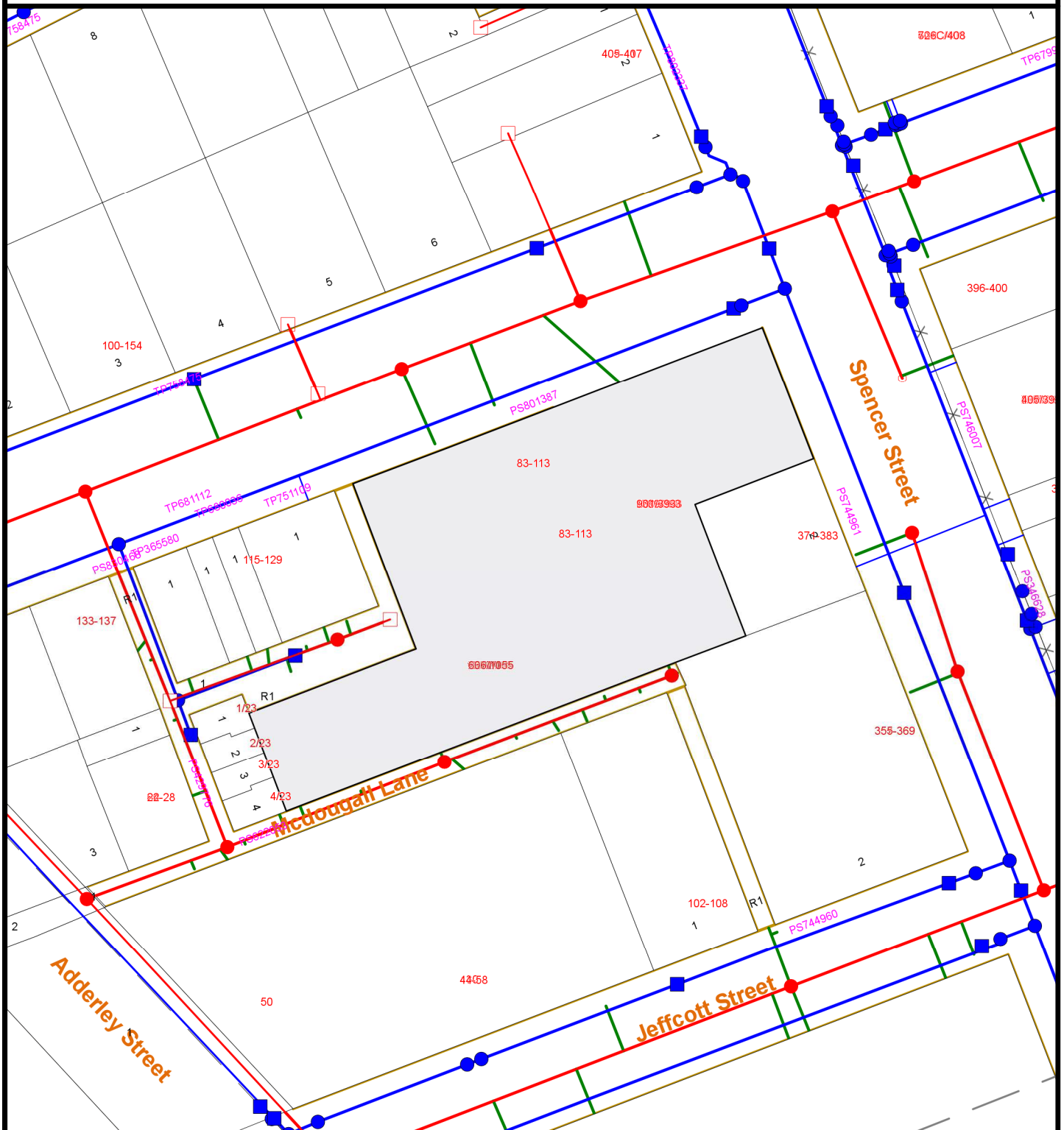
Terence Alvares

General Manager, Customer Experience

INFORMATION STATEMENT PLOT

Address : **UN 406/393 SPENCER STREET, WEST MELBOURNE VIC 3003**

Reference : **PID000644747**



Scale 1:1000
Printed on : 22/10/2025

Water Main DOES NOT traverse property
Sewer Main DOES NOT traverse property



Greater Western Water
36 Macedon St,
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

— Water Potable
— Water Recycled
— Sewer Main
— Abandoned Main

● Maintenance Shaft
□ Inspection Shaft
● Node / Valve
■ Hydrant



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

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation 1 on Plan No. PS801387G

'Melbourne Village' – 83-113 Batman St, 385-399 Spencer St, Franklin Pl & McDougall Ln, West Melbourne, VIC 3003

This certificate is issued for: Lot 406 on Owners Corporation 1 Plan No. PS801387G
 83-113 Batman Street, 385-399 Spencer Street, Franklin Place & McDougall Lane
 West Melbourne, VIC 3003

This postal address for this lot is: 406/393 Spencer Street, West Melbourne VIC 3003

Applicant for certificate: HL Conveyancing

Delivery address for certificate: Via email: info@hlconveyancing.com.au

IMPORTANT:

The information in this certificate is issued on 30/10/2025. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au. A new certificate should be obtained if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees for the financial year 01/01/25 to 31/12/25 for the above lot are **\$2,705.88** payable quarterly in advance.

Levy Description	Admin Fund	Maintenance Fund	Total Amount Due	Due Date	Status
Quarterly Levy 01/01/25 to 31/03/25	\$644.26	\$8.05	\$652.31	01/01/25	Paid
Quarterly Levy 01/04/25 to 30/06/25	\$644.26	\$8.05	\$652.31	01/04/25	Paid
Quarterly Levy 01/07/25 to 30/09/25	\$644.26	\$8.05	\$652.31	01/07/25	Paid
Levy adjustment as per AGM 2025	\$0.00	\$72.48	\$72.48	01/10/25	Paid
Quarterly Levy 01/10/25 to 31/12/25	\$644.26	\$32.21	\$676.47	01/10/25	Paid

- (b) **The date up to which the fees for the lot have been paid:**
 31/12/25
- (c) **The total of any unpaid fees or charges (including special levies, penalty fees etc.) for the lot is:**
 Nil.
- (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 Manager as at the date of this certificate.
- (f) **The Owners Corporation presently has the following insurance cover:**
 A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.
- (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.
- (h) **The total funds held by the Owners Corporation as at 30/10/2025 are:**
 An Owners Corporation Balance Sheet is attached to this Owners Corporation Certificate.
- (i) **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?**
 None known to the Manager as at the date of this certificate.
- (j) **Are there any current contracts, leases, licenses or agreements affecting the common property?**
 The following contracts, leases, licenses and agreements were resolved/entered into at the Inaugural Meeting held 03/12/19. Copies of all executed documents are available to inspect by contacting the Owners Corporation Manager via email to info@mocs.com.au.

- Owners Corporation Management Agreement with Melbourne Owners Corporation Services Pty Ltd for management of Owners Corporation 1 for a term of three (3) years commencing 21/11/24;
- Fire Indicator Panel Monitoring Agreement with ADT Fire Monitoring for the provision of fire alarm monitoring services for a term of three (3) years commencing 21/11/19;
- Network Access Agreement with Foxtel for the provision of services to Lot Owners or Occupiers of lots by way of subscription television services (at the Lot Owner or Occupiers own expense) in accordance with the terms and conditions as set out in Network Access Agreement as tabled at the Inaugural General Meeting held 03/12/19;

- Hot water (serviced) and unmetered gas cooktop agreement with WINConnect Pty Ltd to operate and maintain the hot water services and manage the provision of unmetered gas and hot water services for Lot Owners or Occupiers of lots in accordance with the terms and conditions as set out in the Hot Water (Serviced) & Unmetered Gas Cooktop Service Agreement as tabled at the Inaugural General Meeting held 03/12/19;
- Lease Agreement with WinConnect Pty Ltd as tenant for use of part of the land as marked on the Plan in Annexure "A" of the Lease Agreement as tabled at the Inaugural General Meeting held 03/12/19 together with any ancillary areas on the Land required by the Lessee upon which the Water Heating System, Hot Water Meters and Automatic Reading Systems are installed for the term up to the date on which the Hot Water & Unmetered Cooktop Gas Service Agreements expire or is terminated at the rate of \$1.00 per annum (payable on demand);
- Solar PV Power Purchase Agreement (PPA) with Next Gen Utilities Pty Ltd for the supply of a solar PV system for solar power to be provided in accordance with the terms and conditions as set out in the Power Purchase Agreement as tabled at the Inaugural General Meeting held 03/12/19;
- Lease Agreement with Next Gen Utilities Pty Ltd as tenant for use of part of the land as marked on the Plan in Annexure "A" of the Lease Agreement as tabled at the Inaugural General Meeting held 03/12/19 together with any ancillary areas on the Land required by the Lessee upon which the Solar PV System is installed for the term up to the date on which the Solar PV Power Purchase Agreement (PPA) will expire or is terminated at the rate of \$1.00 per annum (payable on demand);
- Electricity Network Licence & ENM Appointment Deed with WINConnect Pty Ltd to deliver Embedded Network Management Services to Lot Owners or Occupiers of lots by way of providing electricity supply to the lots in accordance with the terms and conditions as set out in the Electricity Network Licence & ENM Appointment Deed as tabled at the Inaugural General Meeting held 03/12/19;
- Substation Lease between Melbavill Development Co Pty Ltd (ACN 167 843 503) with Citipower Pty Ltd (ACN 064 651 056) as tenant for use of part of the Land for the purpose of an electrical substation and for other purposes incidental to the receiving, distributing, transforming and supplying of electricity, for the remainder of the term at the rental rate of \$0.10c per annum (payable on demand) in accordance with the terms and conditions as set out in the Substation Lease No. X9385 as tabled at the Inaugural General Meeting held 03/12/19;
- Building Management Agreement with IF Melbourne Village Pty Ltd, the trustee for IF Melbourne Village Unit Trust (ABN 92 686 789 821) for the management of Owners Corporations 1 and 2 for an initial term of five (5) years and four further terms of (5) years commencing 03/12/19;
- Letting Agreement to authorise IF Melbourne Village Pty Ltd, the trustee for IF Melbourne Village Unit Trust (ABN 92 686 789 821) as the approved letting agent for the building, able to provide letting services from within the building and granting a licence to use parts of the common property, by entering the Letting Agreement for an initial term of five (5) years and four further terms of (5) years each in the same form or substantially the same form as the Letting Agreement as tabled at the Inaugural General Meeting held 03/12/19.
- Trade Waste Agreement with City West Water for the discharge of trade waste into City West Water's sewer from the land where food preparation is carried out. The rate payable by the Owners Corporation to City West Water and/or any other contractor required to repair and maintain all treatment and other equipment in connection with trade waste is to be borne by the Lot Owner or Occupier being provided with the service in accordance with the resolution passed at the Inaugural General Meeting held 03/12/19;
- Telehousing Site Agreement between Spirit Telecom Limited and Owners Corporation No. 1 & 2 Plan No. PS801387G for the placement of telecommunications infrastructure on common property for the provision of high-speed internet access for the residents and other value-added services for the building.
- Access License Agreement with Spencer House Pty Ltd as Licensee for a non-exclusive license to occupy and use part of the common property as marked on the Plan in Annexure "A" of the License Agreement for the sole benefit of the Licensee's Occupants and for purpose of permitted use as stated in the License Agreement.
- Licence Agreements granted to Melbavill Development Co Pty Ltd (ACN 167 843 503) in relation to Lots B01, B02, G01, 101 and 201 to use those parts of the common property located outside or in the vicinity of the respective Lot to install signage necessary for the operations of businesses from the respective Lot in the same terms or substantially the same terms as the Signage Licences as tabled at the Inaugural General Meeting held 03/12/19;
- Licence Agreements granted to Melbavill Development Co Pty Ltd (ACN 167 843 503) to use parts of the common property located outside or in the vicinity of a respective Lot to install general signage necessary for the operations of businesses from the respective Lot in the same terms or substantially the same terms as the Signage Licences as tabled at the Inaugural General Meeting held 03/12/19.
- Licence Agreements granted to Melbavill Development Co Pty Ltd (ACN 167 843 503) to use parts of the common property located outside or in the vicinity of a respective Lot to install external area signage necessary for the operations of businesses from the respective Lot in the same terms or substantially the same terms as the Signage Licences as tabled at the Inaugural General Meeting held 03/12/19;
- Two (2) signage licence Agreements granted to IF Melbourne Village Pty Ltd, the trustee for IF Melbourne Village Unit Trust (ABN 686 789 821), to use parts of the common property, as shown on the plan annexed to the licences, located outside or in the vicinity of a respective Lot to install signage necessary for the operations of businesses from the respective Lots in the same terms or substantially the same terms as the Signage Licences as tabled at the Inaugural General Meeting held 03/12/19;
- Licences Agreements granted to Melbavill Development Co Pty Ltd (ACN 167 843 503) for Lots B01, B02, G01, 101 and 201 to use those parts of the common property located outside or in the vicinity of the respective Lot on the Plan to store plant and equipment that is necessary for the operations of businesses from the respective Lot in the same terms or substantially the same terms as the Plant and Equipment Licences as tabled at the Inaugural General Meeting held 03/12/19;
- Licence Agreements (General) granted to Melbavill Development Co Pty Ltd (ACN 167 843 503) over the common property located outside or in the vicinity of a respective Lot on the Plan to store plant and equipment that is necessary for the operations of businesses from the respective Lot in the same terms or substantially the same terms as the Plant and Equipment Licences as tabled at the Inaugural General Meeting held 03/12/19;
- Lease Agreements to Melbavill Development Co Pty Ltd (ACN 167 843 503) for use of parts of common property marked as L13, L14, L15, L16, L17, L18, L19, L20, L21, L22, L23, L28, L32, L33, L35, L37, L38, L39, L40, L41, L42 on the Annexed Plans of the Lease Agreements as tabled at the Inaugural General Meeting held 03/12/19 in the same terms or substantially the same terms as the Common Property Lease Agreements;

- Lease Agreement to IF Melbourne Village Pty Ltd, the trustee for IF Melbourne Village Unit Trust (ABN 92 686 789 821) for the parts of common property marked B03 Room and B03 Lobby Annexed Plans of the Lease Agreements as tabled at the Inaugural General Meeting held 03/12/19 in the same terms or substantially the same terms as the Common Property Lease Agreements;
- Sale of Common Property - Area marked B03 in Annexure A of the Contract of Sale, respectively, to IF Melbourne Village Pty Ltd in the same terms or substantially the same terms as the Contract of Sale as tabled at the Inaugural General Meeting held 03/12/19;
- Lot 101 – At the Inaugural General Meeting held 03/12/19 it was resolved that the Owners Corporation consent to the subdivision and development of Lot 101 on the Plan including:
 - a. the acquisition by the Owners Corporation in relation to any part of Lot 101 on the Plan from Melbavill Development Co Pty Ltd (ACN 167 843 503) that is determined by Melbavill Development Co Pty Ltd (ACN 167 843 503) as necessary to convert into Common Property;
 - b. the disposal by the Owners Corporation in relation to any part of Common Property on the Plan to Melbavill Development Co Pty Ltd (ACN 167 843 503) that is determined by Melbavill Development Co Pty Ltd (ACN 167 843 503) as necessary to develop and subdivide Lot 101 on the Plan;
 - c. the alteration of the boundaries of any land affected by the owners corporation, whether or not the alteration results in an increase or decrease of the area of land affected by the owner corporation;
 - d. the increase or reduction of the number of lots affected by the owners corporation;
 - e. the creation of new lots or new common property;
 - f. the variation and specification of the land to be land affected by that new owners corporation and variation and specification of lot entitlement and lot liability in relation to that owners corporation;
 - g. to merge with another owners corporation (created on the same or another plan) if -
 - i. none of the land affected by the first owners corporation is land affected by the other owners corporation and the merger would not result in the same land being land affected by 2 or more unlimited owners corporations; or
 - ii. one of the merging owners corporations is an unlimited owners corporation and the land affected by that owners corporation includes all the land affected by all other merging limited owners corporations;
 - h. to create, vary or remove any easement or restriction (including an implied easement);
 - i. to create, alter or extinguish lot entitlement or lot liability in any way necessary because of the exercise of its other powers under this section;
 - j. to create roads or reserves.

which may be required as a result of Melbavill Development Co Pty Ltd's subdivision and development of Lot 101. This Special Resolution is valid for 25 years from 03/12/19.

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

- Network Access Agreement with Foxtel for the provision of services to Lot Owners or Occupiers of lots by way of subscription television services (at the Lot Owner or Occupiers own expense) in accordance with the terms and conditions as set out in Network Access Agreement as tabled at the Inaugural General Meeting held 03/12/19;
- Hot water (serviced) and unmetered gas cooktop agreement with WINConnect Pty Ltd to operate and maintain the hot water services and manage the provision of unmetered gas and hot water services for Lot Owners or Occupiers of lots in accordance with the terms and conditions as set out in the Hot Water (Serviced) & Unmetered Gas Cooktop Service Agreement as tabled at the Inaugural General Meeting held 03/12/19;
- Electricity Network Licence & ENM Appointment Deed with WINConnect Pty Ltd to deliver Embedded Network Management Services to Lot Owners or Occupiers of lots by way of providing electricity supply to the lots in accordance with the terms and conditions as set out in the Electricity Network Licence & ENM Appointment Deed as tabled at the Inaugural General Meeting held 03/12/19;
- Trade Waste Agreement with City West Water for the discharge of trade waste into City West Water's sewer from the land where food preparation is carried out. The rate payable by the Owners Corporation to City West Water and/or any other contractor required to repair and maintain all treatment and other equipment in connection with trade waste is to be borne by the Lot Owner or Occupier being provided with the service in accordance with the resolution passed at the Inaugural General Meeting held 03/12/19;
- Telehousing Site Agreement between Spirit Telecom Limited and Owners Corporation No. 1 & 2 Plan No. PS801387G for the placement of telecommunications infrastructure on common property for the provision of high-speed internet access for the residents and other value-added services for the building.

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

None known to the Manager as at the date of this certificate.

(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?

There are some building defects identified. The owners corporation has engaged Moray & Agnew to issue a formal letter of demand to Maxcon Constructions. Maxcon Constructions has acknowledged receipt of the letter and has returned to the site for rectification work. If the rectification proves unsatisfactory, the owners corporation may pursue resolution through VCAT against the builder.

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

The appointed Owners Corporation Manager is:

Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)
PO Box 2228, Hawthorn, VIC 3122
Phone: 03 9818 2488
Email: info@mocs.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 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
- A copy of the Minutes of the Annual General Meeting;
- A copy of the Certificate of Currency;
- A copy of the Owners Corporation 1 Balance Sheet.
- A copy of the Registered Rules of the Owners Corporation.

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: 30/10/2025



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On behalf of Owners Corporation 1 on Plan No. PS801387G

Lisa Loh

Melbourne Owners Corporation Services Pty Ltd

PO Box 2228, HAWTHORN, VIC 3122

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

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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 Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Balance Sheet

As at 30/10/2025

Owners Corporation No. 1 PS801387G
 (Unlimited)

Melbourne Village, 385-399 Spencer Street, West
 Melbourne VIC 3003

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	405,407.83
Owners Equity--Admin	265,916.09
	671,323.92
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	66,575.17
Owners Equity--Maintenance	12,498.63
	79,073.80
Net owners' funds	\$750,397.72

Represented by:

Assets

Administrative Fund	
Cash at bank--Admin	535,436.19
Sundry Debtor	48.00
OC Transfer Expense	119.98
Receivable--Levies--Admin	42,531.49
Receivable--Owners--Admin	6,811.38
Macquarie TD - Admin Fund 1	102,332.34
	687,279.38
Maintenance Fund	
Cash at bank--Maintenance	80,641.94
Receivable--Levies--Maintenance	4,054.03
Receivable--Owners--Maintenance	5.53
	84,701.50
Unallocated Money	
Cash at bank--Unallocated	35.28
	35.28
Total assets	772,016.16

Less liabilities

Administrative Fund	
Creditor--GST--Admin	5,795.26
Creditors--Other--Admin	1,973.40
OC Transfer Expenses	6,275.92
Prepaid Levies--Admin	1,808.66
Prepaid Levies (Special)--Admin	102.22
	15,955.46
Maintenance Fund	
Creditor--GST--Maintenance	5,537.27
Prepaid Levies--Maintenance	90.43

	Current period
	5,627.70
Unallocated Money	
Prepaid Levies--Unallocated	35.28
	35.28
<i>Total liabilities</i>	21,618.44
Net assets	\$750,397.72



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006056741
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	06/12/2024 to 06/12/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 801387G
Situation	83-113 BATMAN STREET WEST MELBOURNE VIC 3003
Additional description	FULL RISK ADDRESS: 83 -113 BATMAN STREET AND 385-399 SPENCER STREET, WEST MELBOURNE VIC 3003

Policies Selected

Policy 1 – Insured Property

Building: \$224,720,000
Common Area Contents: \$2,247,200
Loss of Rent & Temporary Accommodation (total payable): \$33,708,000

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

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



Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

06/12/2024

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 QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION NO. 1 & 2 ON PLAN NO. PS801387G

Melbourne Village, 385-399 Spencer Street, West Melbourne Vic 3003

DATE, PLACE & TIME OF MEETING:	An Annual General Meeting of the Owners Corporation was held on:
	Date: Wednesday, 28 May 2025
	Time: 5:30 PM
	Venue: Melbourne Village Library lounge, Level 3

1. QUORUM:

Owners Corporation 1 (Unlimited)

Present:

Lot 303	Gary Ko
Lot 318	Timothy Davis
Lot W404	Kenneth Philips
Lot W409	Shasi Polwattage & Rasika Rathnapriya
Lot W414	Nathanuelle Willis
Lot 509	Kyna Leong
Lot 1002	Jurgen Michaelis
Lot W1202	Jie Hui Yuan
Lot 1206	Chen Mei (Christina) Tao
Lot W1211	Teck Fei Low
Lot W1512	Yan Hu & Li Xin Pu
Lot W1601	Rosa Peterson
Lot W1603	Tricia Arbon
Lot W1604	Vicky Lee
Lot W1613	Yvonne Chen
Lot 1702	Miro Samarakoon & Xiao Qian Wang
Lot 1709	Hui (Peter) Huang
Lot 1802	Yashwant Tipirneni
Lot W2111	Ahmed Ibrahim
Lot W2309	Jonathan Mansour
Lot W2503	Lin Cheng

Proxies:

Lot	B2	377 Spencer Street Pty Ltd	in favour of	Jeffrey Yue
Lot	301	Zheng Rong Wang & Jie Hui Yuan	in favour of	Kelly Jing
Lot	306	Elsa Kwan & Delius Lau	in favour of	Ying Jia
Lot	307	Tian Yuan	in favour of	Ying Jia
Lot	311	Tian Yuan	in favour of	Ying Jia

Lot	317	Lisenjia Pty Ltd	in favour of	Ellen Bian
Lot	324	Lisenjia Pty Ltd	in favour of	Christina Tao
Lot	401	Hanbing Yi	in favour of	Ellen Bian
Lot	404	Shuotian Chen	in favour of	Ellen Bian
Lot	405	Junlong Zhang & Xinyuan Li	in favour of	Christina Tao
Lot	406	Bryan Tan	in favour of	Christina Tao
Lot	W413	Chee Chee Saw	in favour of	Ryan Ding
Lot	W415	Sheng Ning Meng & Xiang Li Meng	in favour of	Jeffrey Yue
Lot	505	Yuan Tao & Yongjie Yang	in favour of	Kelly Jing
Lot	W508	Chengjin Zhou	in favour of	Ying Jia
Lot	511	Qi Cui & Yizhang Ni	in favour of	Ellen Bian
Lot	W514	Yiming Zhang & Jiayue Gao	in favour of	Kelly Jing
Lot	W515	Zheng Rong Wang & Jie Hui Yuan	in favour of	Ying Jia
Lot	601	Cheng Chi	in favour of	Ellen Bian
Lot	W602	Phillip Su	in favour of	Kelly Jing
Lot	W608	Xueying Zhang	in favour of	Ying Jia
Lot	611	Yuan Gao	in favour of	Kelly Jing
Lot	W611	Andre Mohr	in favour of	Ying Jia
Lot	W613	Fung Choi So & King Chor So	in favour of	Daisy So
Lot	W702	Lei Zhang & Na Zhang	in favour of	Ying Jia
Lot	703	Jiandi Yang & Junquan Deng	in favour of	Ellen Bian
Lot	W704	Xiumin Mao	in favour of	Kelly Jing
Lot	706	Qi Wu	in favour of	Ellen Bian
Lot	W707	Zhijuan Li	in favour of	Ying Jia
Lot	W714	Yangmengfei Xu	in favour of	Kelly Jing
Lot	W801	Aisanwa Pty Ltd	in favour of	Ying Jia
Lot	808	Ying Zhang	in favour of	Ellen Bian
Lot	809	Siew Lan Chew	in favour of	Ellen Bian
Lot	W814	Shao-Yu Lee	in favour of	Kelly Jing
Lot	W903	Jin Wang & Li Yang	in favour of	Jeffrey Yue
Lot	904	Chau Ping Ha & Tui Wah Cheung	in favour of	Ellen Bian
Lot	W905	Mr Yun Yao	in favour of	Ying Jia
Lot	W906	Bowei Li & Kathy Li	in favour of	Kelly Jing
Lot	908	Lei Guo	in favour of	Ellen Bian
Lot	W912	Wenchao Rong	in favour of	Ying Jia
Lot	W915	Jianing Liu	in favour of	Ying Jia

Lot	W1004	Ying Ho Lui & Bao Lian Yu	in favour of	Ying Jia
Lot	W1007	Emily Shen	in favour of	Ryan Ding
Lot	1008	Weiyi Cai (Willis) & Yamei Wu	in favour of	Kelly Jing
Lot	1009	Che Wei Hsu	in favour of	Ellen Bian
Lot	W1009	Wan-Ting Lin & Li Liang	in favour of	Jeffrey Yue
Lot	1010	Pardaman Singh & Manjeet Saini	in favour of	Christina Tao
Lot	W1012	Bing Tan	in favour of	Ellen Bian
Lot	W1013	Xinyi Zheng	in favour of	Ying Jia
Lot	W1104	Baiqing Liu	in favour of	Ying Jia
Lot	1107	Yuanhan Zheng & Jun Lin	in favour of	Christina Tao
Lot	1108	Khiralal Katwe & Meena Katwe	in favour of	Ellen Bian
Lot	W1111	Chung Wah Caroline Wan	in favour of	Ellen Bian
Lot	W1112	So Pan Luk	in favour of	Ellen Bian
Lot	W1114	Beverley Stewart & David Ardley	in favour of	Ryan Ding
Lot	W1115	Wanting Cui & Shuonan Zhou	in favour of	Ying Jia
Lot	W1201	Chunhua Lu	in favour of	Stephanie Chai
Lot	1207	Gina Yang	in favour of	Ellen Bian
Lot	1208	Wei Chen Zhang	in favour of	Kelly Jing
Lot	1209	Jennifer Hsu & Jin Sung Chuah	in favour of	Ellen Bian
Lot	1211	Zhirong Li	in favour of	Christina Tao
Lot	1305	Yi Shang	in favour of	Christina Tao
Lot	W1309	Rachel Pan	in favour of	Ellen Bian
Lot	W1313	Duncan Leung	in favour of	Stephanie Chai
Lot	W1401	Jedidiah Investments Group Pty Ltd	in favour of	Stephanie Chai
Lot	W1402	Katherine & Michael Neilson	in favour of	Ellen Bian
Lot	1404	Qijun Wang & Ying Zhuang	in favour of	Christina Tao
Lot	W1404	Yang Cai	in favour of	Kelly Jing
Lot	1405	Jianfeng Mo	in favour of	Christina Tao
Lot	1406	Yu Pu	in favour of	Christina Tao
Lot	1408	Ting Executive Pty Ltd	in favour of	Kelly Jing
Lot	1409	Fang Wang	in favour of	Kelly Jing
Lot	W1505	Kit Wan Iris Leung	in favour of	Ryan Ding
Lot	W1507	Guanglu Zhang	in favour of	Stephanie Chai

Lot	1508	Yan Sun	in favour of	Christina Tao
Lot	W1511	Linda Hengen	in favour of	Stephanie Chai
Lot	W1513	Jiang Wang	in favour of	Stephanie Chai
Lot	W1602	Gilbert Lieu & Davee Heng	in favour of	Ellen Bian
Lot	1607	Li Sen Jia	in favour of	Christina Tao
Lot	W1607	Yuan Hai	in favour of	Stephanie Chai
Lot	W1609	Mak Yeung	in favour of	Stephanie Chai
Lot	W1611	Chin Chien Lee	in favour of	Stephanie Chai
Lot	W1612	Yeung Sok	in favour of	Stephanie Chai
Lot	W1705	Felix Yihong Lin	in favour of	Stephanie Chai
Lot	W1706	Yuyan Yang	in favour of	Jeffrey Yue
Lot	1707	Zhenda Zhou & Qing Xi	in favour of	Christina Tao
Lot	W1714	Tanvi Uchil	in favour of	Ellen Bian
Lot	W1802	Miss Sealand Sun	in favour of	Stephanie Chai
Lot	W1803	Danling Zhuang	in favour of	Stephanie Chai
Lot	1805	Baypin Pty Ltd	in favour of	Christina Tao
Lot	W1806	Chunmei Guo & Yueping Yang	in favour of	Stephanie Chai
Lot	W1814	Haibing Huang	in favour of	Stephanie Chai
Lot	W1912	Yi Wu	in favour of	Kelly Jing
Lot	W1913	SiQi Xun	in favour of	Kelly Jing
Lot	2001	Hue Jie Dong	in favour of	Christina Tao
Lot	W2001	HY & R Pty Ltd	in favour of	Stephanie Chai
Lot	2004	Qiaowen Lin	in favour of	Jeffrey Yue
Lot	W2010	Yuan Pan	in favour of	Jeffrey Yue
Lot	W2015	Jun Jing	in favour of	Ryan Ding
Lot	W2103	Ravinder Singh & Nirmal Singh	in favour of	Ryan Ding
Lot	W2106	Shuai Wang	in favour of	Kelly Jing
Lot	W2108	Xie Rong	in favour of	Kelly Jing
Lot	W2114	Smadar Kaplan	in favour of	Ryan Ding
Lot	W2115	YiQian Chen & Feng Qiu	in favour of	Ryan Ding
Lot	W2207	Junyi Wang	in favour of	Ryan Ding
Lot	W2213	Jianing Liu	in favour of	Ying Jia
Lot	W2215	Arthur Yuen & Sharon Mo	in favour of	Ryan Ding
Lot	W2302	Emily Lu	in favour of	Ryan Ding
Lot	W2307	Haiyang Wang	in favour of	Ryan Ding
Lot	W2310	Huiguo Shen	in favour of	Ryan Ding
Lot	W2401	J & GY Investment Pty Ltd	in favour of	Stephanie Chai

Lot	W2404	Zhuoyin Gu & Jianrong Chen	in favour of	Ryan Ding
Lot	W2407	Zhen Li	in favour of	Ryan Ding
Lot	W2501	Min Tang & Theera Piratanakorn	in favour of	Ryan Ding
Lot	W2507	Sheila Mo & Cheuk Yin Ng	in favour of	Ryan Ding
Lot	W2606	Simon Chang	in favour of	Kelly Jing
Lot	W2608	Meina Xing & Mr Hua Jin	in favour of	Ryan Ding

Owners Corporation 2 (Residential)

Present:

Lot 303	Gary Ko
Lot 318	Timothy Davis
Lot W404	Kenneth Philips
Lot W409	Shasi Polwattage & Rasika Rathnapriya
Lot W414	Nathanuelle Willis
Lot 509	Kyna Leong
Lot 909	Li Zhang
Lot 1002	Jurgen Michaelis
Lot W1202	Jie Hui Yuan
Lot 1206	Chenmei (Christina) Tao
Lot W1211	Teck Fei Low
Lot W1512	Yan Hu & Lixin Pu
Lot W1601	Rosa Peterson
Lot W1603	Tricia Arbon
Lot W1604	Vicky Lee
Lot W1613	Yvonne Chen
Lot 1702	Miro Samarakoon & Xiaoqian Wang
Lot 1709	Hui Huang
Lot 1802	Yashwant Tipirneni
Lot W2111	Ahmed Ibrahim
Lot W2309	Jonathan Mansour
Lot W2503	Lin Cheng

Proxies:

Lot	301	Zheng Rong Wang & Jie Hui Yuan	in favour of	Kelly Jing
Lot	306	Elsa Kwan & Lau	in favour of	Ying Jia
Lot	307	Tian Yuan	in favour of	Ying Jia
Lot	311	Tian Yuan	in favour of	Ying Jia
Lot	317	Lisenjia Pty Ltd	in favour of	Ellen Bian
Lot	324	Lisenjia Pty Ltd	in favour of	Christina Tao
Lot	401	Hanbing Yi	in favour of	Ellen Bian

Lot	404	Shuotian Chen	in favour of	Ellen Bian
Lot	405	Junlong Zhang & Xinyuan Li	in favour of	Christina Tao
Lot	406	Bryan Tan	in favour of	Christina Tao
Lot	W413	Chee Chee Saw	in favour of	Ryan Ding
Lot	W415	Sheng Ning Meng & Xiang Li Meng	in favour of	Jeffrey Yue
Lot	505	Yuan Tao & Yongjie Yang	in favour of	Kelly Jing
Lot	W508	Chengjin Zhou	in favour of	Ying Jia
Lot	511	Qi Cui & Yizhang Ni	in favour of	Ellen Bian
Lot	W514	Yiming Zhang & Jiayue Gao	in favour of	Kelly Jing
Lot	W515	Zheng Rong Wang & Jie Hui Yuan	in favour of	Ying Jia
Lot	601	Cheng Chi	in favour of	Ellen Bian
Lot	W602	Phillip Su	in favour of	Kelly Jing
Lot	W608	Xueying Zhang	in favour of	Ying Jia
Lot	611	Yuan Gao	in favour of	Kelly Jing
Lot	W611	Andre Mohr	in favour of	Ying Jia
Lot	W613	Fung Choi So & King Chor So	in favour of	Daisy So
Lot	W702	Lei Zhang & Na Zhang	in favour of	Ying Jia
Lot	703	Jiandi Yang & Junquan Deng	in favour of	Ellen Bian
Lot	W704	Xiumin Mao	in favour of	Kelly Jing
Lot	706	Qi Wu	in favour of	Ellen Bian
Lot	W707	Zhijuan Li	in favour of	Ying Jia
Lot	W714	Yangmengfei Xu	in favour of	Kelly Jing
Lot	W801	Aisanwa Pty Ltd	in favour of	Ying Jia
Lot	808	Ying Zhang	in favour of	Ellen Bian
Lot	809	Siew Lan Chew	in favour of	Ellen Bian
Lot	W814	Shao-Yu Lee	in favour of	Kelly Jing
Lot	W903	Jin Wang & Li Yang	in favour of	Jeffrey Yue
Lot	904	Chau Ping Ha & Tui Wah Cheung	in favour of	Ellen Bian
Lot	W905	Mr Yun Yao	in favour of	Ying Jia
Lot	W906	Bowei Li & Kathy Li	in favour of	Kelly Jing
Lot	908	Lei Guo	in favour of	Ellen Bian
Lot	W912	Wenchao Rong	in favour of	Ying Jia
Lot	W915	Jianing Liu	in favour of	Ying Jia
Lot	W1004	Ying Ho Lui & Bao Lian Yu	in favour of	Ying Jia
Lot	W1007	Emily Shen	in favour of	Ryan Ding

Lot	1008	Weiyi Cai (Willis) & Yamei Wu	in favour of	Kelly Jing
Lot	1009	Che Wei Hsu	in favour of	Ellen Bian
Lot	W1009	Wan-Ting Lin & Li Liang	in favour of	Jeffrey Yue
Lot	1010	Pardaman Singh & Manjeet Saini	in favour of	Christina Tao
Lot	W1012	Bing Tan	in favour of	Ellen Bian
Lot	W1013	Xinyi Zheng	in favour of	Ying Jia
Lot	W1104	Baiqing Liu	in favour of	Ying Jia
Lot	1107	Yuanhan Zheng & Jun Lin	in favour of	Christina Tao
Lot	1108	Khiralal Katwe & Meena Katwe	in favour of	Ellen Bian
Lot	W1111	Chung Wah Caroline Wan	in favour of	Ellen Bian
Lot	W1112	So Pan Luk	in favour of	Ellen Bian
Lot	W1114	Beverley Stewart & David Ardley	in favour of	Ryan Ding
Lot	W1115	Wanting Cui & Shuonan Zhou	in favour of	Ying Jia
Lot	W1201	Chunhua Lu	in favour of	Stephanie Chai
Lot	1207	Gina Yang	in favour of	Ellen Bian
Lot	1208	Wei Chen Zhang	in favour of	Kelly Jing
Lot	1209	Jennifer Hsu & Jin Sung Chuah	in favour of	Ellen Bian
Lot	1211	Zhirong Li	in favour of	Christina Tao
Lot	1305	Yi Shang	in favour of	Christina Tao
Lot	W1309	Rachel Pan	in favour of	Ellen Bian
Lot	W1313	Duncan Leung	in favour of	Stephanie Chai
Lot	W1401	Jedidiah Investments Group Pty Ltd	in favour of	Stephanie Chai
Lot	W1402	Katherine & Michael Neilson	in favour of	Ellen Bian
Lot	1404	Qijun Wang & Ying Zhuang	in favour of	Christina Tao
Lot	W1404	Yang Cai	in favour of	Kelly Jing
Lot	1405	Jianfeng Mo	in favour of	Christina Tao
Lot	1406	Yu Pu	in favour of	Christina Tao
Lot	1408	Ting Executive Pty Ltd	in favour of	Kelly Jing
Lot	1409	Fang Wang	in favour of	Kelly Jing
Lot	W1505	Kit Wan Iris Leung	in favour of	Ryan Ding
Lot	W1507	Guanglu Zhang	in favour of	Stephanie Chai
Lot	1508	Yan Sun	in favour of	Christina Tao
Lot	W1511	Linda Hengen	in favour of	Stephanie Chai

Lot	W1513	Jiang Wang	in favour of	Stephanie Chai
Lot	W1602	Gilbert Lieu & Davee Heng	in favour of	Ellen Bian
Lot	1607	Li Sen Jia	in favour of	Christina Tao
Lot	W1607	Yuan Hai	in favour of	Stephanie Chai
Lot	W1609	Mak Yeung	in favour of	Stephanie Chai
Lot	W1611	Chin Chien Lee	in favour of	Stephanie Chai
Lot	W1612	Yeung Sok	in favour of	Stephanie Chai
Lot	W1705	Felix Yihong Lin	in favour of	Stephanie Chai
Lot	W1706	Yuyan Yang	in favour of	Jeffrey Yue
Lot	1707	Zhenda Zhou & Qing Xi	in favour of	Christina Tao
Lot	W1714	Tanvi Uchil	in favour of	Ellen Bian
Lot	W1802	Miss Sealand Sun	in favour of	Stephanie Chai
Lot	W1803	Danling Zhuang	in favour of	Stephanie Chai
Lot	1805	Baypin Pty Ltd	in favour of	Christina Tao
Lot	W1806	Chunmei Guo & Yueping Yang	in favour of	Stephanie Chai
Lot	W1814	Haibing Huang	in favour of	Stephanie Chai
Lot	W1912	Yi Wu	in favour of	Kelly Jing
Lot	W1913	SiQi Xun	in favour of	Kelly Jing
Lot	2001	Hue Jie Dong	in favour of	Christina Tao
Lot	W2001	HY & R Pty Ltd	in favour of	Stephanie Chai
Lot	2004	Qiaowen Lin	in favour of	Jeffrey Yue
Lot	W2010	Yuan Pan	in favour of	Jeffrey Yue
Lot	W2015	Jun Jing	in favour of	Ryan Ding
Lot	W2103	Ravinder Singh & Nirmal Singh	in favour of	Ryan Ding
Lot	W2106	Shuai Wang	in favour of	Kelly Jing
Lot	W2108	Xie Rong	in favour of	Kelly Jing
Lot	W2114	Smadar Kaplan	in favour of	Ryan Ding
Lot	W2115	YiQian Chen & Feng Qiu	in favour of	Ryan Ding
Lot	W2207	Junyi Wang	in favour of	Ryan Ding
Lot	W2213	Jianing Liu	in favour of	Ying Jia
Lot	W2215	Arthur Yuen & Sharon Mo	in favour of	Ryan Ding
Lot	W2302	Emily Lu	in favour of	Ryan Ding
Lot	W2307	Haiyang Wang	in favour of	Ryan Ding
Lot	W2310	Huiguo Shen	in favour of	Ryan Ding
Lot	W2401	J & GY Investment Pty Ltd	in favour of	Stephanie Chai
Lot	W2404	Zhuoyin Gu & Jianrong Chen	in favour of	Ryan Ding
Lot	W2407	Zhen Li	in favour of	Ryan Ding

Lot	W2501	Min Tang & Theera Piratanakorn	in favour of	Ryan Ding
Lot	W2507	Sheila Mo & Cheuk Yin Ng	in favour of	Ryan Ding
Lot	W2606	Simon Chang	in favour of	Kelly Jing
Lot	W2608	Meina Xing & Mr Hua Jin	in favour of	Ryan Ding

Apology:

Lot 101A Benjamin Shields
Lot W2010 Yuan Pan

In Attendance:

Kiara Wang accompanying Lot 318
Adam Costa accompanying Lot W1613
Lisa Loh – Senior Owners Corporation Manager – MOCS
Evi Tanuwidjaja – Finance Manager – MOCS
Jie Zhang – Assistant OC Manager – MOCS
Veronica Yuanita – Executive Assistant - MOCS
Debraj Bandyopadhyay – Associate Director - UBMC
Tolga Topcuoglu –General Manager Operations- UBMC
Fahad Mustafa – Building Manager - UBMC

2. CHAIRPERSON:

It was resolved:

To appoint Lisa Loh to chair the meeting.

3. MINUTES:

It was resolved:

That the minutes of the previous Annual General Meeting held on 21/03/2024 as attached to the Notice of Meeting be accepted.

4. INSURANCE:

It was resolved:

- a) That the insurance policy Certificate of Currency as attached to the Notice of Meeting be accepted. The insurance policy is based on the valuation dated 13/06/2024. A copy of the valuation report prepared by BIV Reports Pty Limited is attached to the Notice of Meeting.
- b) To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.

- c) That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.

It was noted that:

- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

5. REPORTS:

It was resolved:

To accept the following reports that were attached to the Notice of Meeting:

- a) Committee's Report
- b) Building Manager's Report
- c) Owner Corporation Manager's Report

6. AUDITOR:

It was resolved:

Owners Corporation 1 (unlimited) & 2 (residential)

- a) To accept the auditor's report on the financial statements for the period 01/01/2024 to 31/12/2024 as attached to the Notice of Meeting.
- b) To undertake an annual financial audit/review for the period ending 31/12/2025.

7. FINANCIAL REPORTS: It was resolved:

a) Owners Corporation 1 (unlimited) & 2 (residential)

That the Owners Corporation No. 1 & 2 financial statements for the period 01/01/2024 to 31/12/2024 as attached to the Notice of Meeting be tabled and accepted.

8. BUDGET & CONTRIBUTIONS:

It was Resolved:

Owners Corporation 1 (unlimited)

- a) That the proposed Owners Corporation No. 1 Administration Fund Budget for the period 01/01/2025 to 31/12/2025, as attached to the Notice of Meeting be tabled and accepted.
- b) That the Owners Corporation No. 1 Administration Fund contribution be set at **\$1,600,000.00 plus GST** per annum to commence on the 01/01/2025.
- c) That the Owners Corporation No. 1 Maintenance Fund contribution be set at **\$80,000.00 plus GST** per annum to commence on the 01/01/2025.
- d) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 1 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January, 1st April, 1st July and 1st October of each year.
- e) That an adjustment levy totaling **\$45,000 plus GST** be struck and levied on a Unit of Lot Liability basis to collect the increase in the Owners Corporation No. 1 Administrative Levy contributions for the period 01/01/2025 to 30/09/2025. The adjustment levy is due and payable on 01/10/2025.

Owners Corporation 2 (residential)

- f) That the proposed Owners Corporation No. 2 Administration Fund Budget for the period 01/01/2025 to 31/12/2025, as attached to the Notice of Meeting be tabled and accepted.
- g) That the Owners Corporation No. 2 Administration Fund contribution be set at **\$240,000.00 plus GST** per annum to commence on the 01/01/2025.
- h) That the Owners Corporation No. 2 Maintenance Fund contribution be set at **\$40,000.00 plus GST** per annum to commence on the 01/01/2025.

- i) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 2 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January, 1st April, 1st July and 1st October of each year
- j) That an adjustment levy totaling **\$15,000 plus GST** be struck and levied on a Unit of Lot Liability basis to collect the increase in the Owners Corporation No. 2 Administrative Levy contributions for the period 01/01/2025 to 30/09/2025. The adjustment levy is due and payable on 01/10/2025.

9. ARREARS & PENALTY INTEREST:

It was resolved:

- a) That Owners Corporation 1 & 2 on Plan No. PS801387G continues to charge penalty interest on money owed by a Member 28 day 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.
- b) That Owners Corporation 1 & 2 on Plan No. PS801387G arrange for the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.
- c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners and/or Melbourne Owners Corporation Services Pty Ltd in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
- d) That Owners Corporation 1 & 2 on Plan No. PS801387G delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to \$10.00. All other amounts require approval from the Committee.

It was noted that:

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.

- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

10. APPOINTMENT OF COMMITTEE:

It was Resolved:

Owners Corporation 1

- a) That the maximum number of Committee members for Owners Corporation No. 1 on Plan No. PS801387G be set at no more than seven.
- b) That the following persons be elected to the Committee for Owners Corporation No. 1 on Plan No. PS801387G.
 1. Lot 101A – Benjamin Sheilds (7,940 votes)
 2. Lot B02 – Jeffrey Yue (7,592 votes)
 3. Lot 317 – Ellen Bian (7,593 votes)
 4. Lot W414 – Nathanelle Willis (8,168 votes)
 5. Lot E509 – Kyna Leong (7,047 votes)
 6. Lot E1002 – Jurgen Michaelis (7,209 votes)
 7. Lot E1206 – Christina Tao (7,714 votes)
- c) It was resolved that Chairperson of Owners Corporation No. 1 on Plan No. PS801387G be elected at the first committee meeting.
- d) It was resolved that the Secretary of Owners Corporation No. 1 on Plan No. PS801387G be elected at the first committee meeting.
- e) That at least three members of the Committee be members of the Grievance Committee as needed.

Owners Corporation 2

- f) That the maximum number of Committee members for Owners Corporation No. 1 on Plan No. PS801387G be set at no more than seven.
- g) That the following persons be elected to the Committee for Owners Corporation No. 2 on Plan No. PS801387G.
 1. Lot 317 – Ellen Bian (7,002 votes)
 2. Lot W414- Nathanelle Willis (7,577 votes)
 3. Lot E509 – Kyna Leong (7,118 votes)
 4. Lot E1002 – Jurgen Michaelis (7,209 votes)
 5. LotW1007 – Ryan Ding (6,867 votes)

- 6. Lot E1206 – Christina Tao (7,194 votes)
- 7. Lot E1802 – Yashwant Tipirneni (7,062 votes)

- h) It was resolved that the Chairperson of Owners Corporation No. 2 on Plan No. PS801387G be elected at the first committee meeting.
- i) It was resolved that the Secretary of Owners Corporation No. 2 on Plan No. PS801387G be elected at the first committee meeting.
- j) That at least three members of the Committee be members of the Grievance Committee as needed.

11. INSTRUMENT OF DELEGATION:

It was resolved:

Owners Corporation 1 (unlimited) & 2 (residential)

- a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation No. 1 & 2 Committees to ensure the efficient and effective operation of the Owners Corporations except for the removal/termination of the Committee or officer of the owners corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.
- b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Melbourne Owners Corporation Services Pty Ltd, to carry out the functions and duties as set out in the Contract of Appointment.

12. ESSENTIAL SAFETY:

It was noted that each Member is reminded of their responsibility for the maintenance and reporting on essential service requirements including but not limited to balcony, balustrade, smoke detectors, sprinkler heads and the entry door within their lot if non-compliant to the appropriate Australian Standards.

13. PRIVATE LOT MAINTENANCE:

Owners Corporation Act 2006 – Section 129: A lot owner must—

- a) *properly maintain in a state of good and serviceable repair any part of the lot that affects the outward appearance of the lot or the use or enjoyment of other lots or the common property; and*
- b) *maintain any service that serves that lot exclusively.*

It was noted that each member is reminded that they are responsible for the upkeep and maintenance of any services or fixtures that solely service their individual lot. This includes, but is not limited to, air-conditioning units, balcony floor waste outlets, tempering valves, and tap/kitchen mixer connections, etc.

14. GENERAL BUSINESS: There is no general business raised.

15. CLOSE OF MEETING: There being no further business, the meeting was closed at 7:26PM



MELBOURNE OWNERS CORPORATION SERVICES

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Melbourne Village

Owners Corporation Rules

Owners Corporation No.1 801387G

(All Lots)

Table of Contents

1.	Meanings	1
2.	Behaviour	3
3.	Vehicles	4
4.	Damage to Common Property	4
5.	Storage of Bicycles	4
6.	Invitees	5
7.	Lessees/Licensees and Short Stay Occupants	5
8.	Swimming Pool	6
9.	Gymnasium	7
10.	Cleaning Windows and Doors	8
11.	Appearance of Lot	8
12.	Change in Use of Lot to be Notified	8
13.	Preservation of Fire Safety	8
14.	Storage of Dangerous Substances	9
15.	Provision of Amenities or Services	9
16.	Signage	10
17.	Usage - Insurance	11
18.	Maintain the Lot	11
19.	Maintain garden beds	11
20.	Floor Load Limits	11
21.	Services	12
22.	Telephone Lines	12
23.	Mail	12
24.	Exclusive Use	12
25.	Garbage Disposal	13
26.	Rubbish Chutes	14
27.	Control on Hours of Operation and Use of Facilities	15
28.	Building Lifts	15
29.	Security Keys	15
30.	Security	16
31.	Maintenance of Common Property	16
32.	Alterations or Works to Lots	16
33.	Rules and Regulations	18
34.	The Name	19
35.	Licences to Use Common Property	19
36.	Agreement with the Building Manager	20
37.	Agreement with Letting Manager	21
38.	Financier Deed	22
39.	Commercial Lots	23
40.	Prevention of nuisance and hazards	23
41.	Default, interest and risk	24

42.	Retail / Commercial area	26
43.	Dispute Resolution	28
44.	Consent	29
45.	Access	29
46.	Change of Ownership and Address	29
47.	GST	29
48.	Severability	30

1. Meanings

1.1 In these rules, these terms (in any form) mean:

- (1) **Act** means the *Owners Corporation Act 2006* (Vic) and includes its associated regulations, as amended from time to time.
- (2) **Authority** means any Governmental Agency or any statutory, public or other authority having jurisdiction over the Building.
- (3) **Bicycle Store** means each area designated by the Owners Corporation for the storage of bicycles (if any).
- (4) **Building** means the building or buildings constructed on the Land.
- (5) **Building Lifts** means the lifts installed in the Common Property.
- (6) **Building Manager** means the person or entity engaged by the Owners Corporation to assist with the day to day running of the Building, which without limitation may include providing access to respective maintenance contractors, reporting breaches to the Owners Corporation Manager, advising the Owners Corporation Manager of any areas of concern, such as health and safety.
- (7) **Building Management Agreement** refers to the agreement entered into by the Owners Corporation and the Building Manager in relation to the caretaking and maintenance of the Complex as contemplated under rule 36.
- (8) **Complex** means all buildings and improvements within the Plan.
- (9) **Commercial Lot** means a Lot which is intended to be used or is permitted to be used or is used for commercial purposes from time to time.
- (10) **Common Property** means so much of the Land as from time to time is not comprised in any Lot and which is denoted on the Plan as common property no.1.
- (11) **Guidelines** means any guideline or regulation for the effective management of the Building and administration of these rules, as determined by the Owners Corporation from time to time.
- (12) **Governmental Agency** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.
- (13) **GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* and includes regulations, rulings and determinations made under that act.
- (14) **Land** means the whole of the land in the Plan comprising of the Lots and the Common Property and any improvements on it.
- (15) **Letting Manager** means the person or entity appointed under the Letting and Licence Deed.
- (16) **Letting and Licence Deed** means the Letting and Licence Deed entered into pursuant to Rule 37 and 38.1.

- (17) **Lot** means a lot in the Plan.
- (18) **Occupier** means the occupier, short-stay occupant, lessee or licensee of a Lot.
- (19) **Owner** means the registered proprietor of a Lot or the mortgagee in possession of a Lot.
- (20) **Owners Corporation** means the Owners Corporation No. 1 constituted on registration of the Plan (as the context requires).
- (21) **Owners Corporation Manager** means the person or company together with its successors and permitted assigns for the time being appointed by the Owners Corporation to manage the Building on behalf of the Owners Corporation and where not repugnant to the context includes the agents, employees and contractors of that person or company.
- (22) **Plan** means Plan of Subdivision No. PS801387G.
- (23) **rules** mean these rules made by the Owners Corporation in accordance with the Act (as they may be amended or changed in accordance with the Act).
- (24) **Security Key** means anything including without limitation keys and access cards issued by or on behalf of the Owners Corporation and which enables access to any part of the Building or Common Property or both, either singly or in combination with another Security Key, and includes a copy of any such item regardless of who made or procured the copy.
- (25) **Services** means all services of any nature provided to a Lot, the Common Property or available for use by an Owner or Occupier from time to time including any energy source, utility service, security, ventilation, drainage, air conditioner, hydraulic or elevator service, plant room, thermostat or system control, fixture, fitting, appliance, plant, equipment, fire sprinkler, fire service or any other system or service used on the Land from time to time whether or not they are owned by the Owners Corporation.
- (26) **short-stay accommodation** has the same meaning given to it under the Act.
- (27) **short-stay accommodation arrangement** has the same meaning given to it under the Act.
- (28) **short-stay provider** has the same meaning given to it under the Act.
- (29) **short-stay occupant** has the same meaning given to it under the Act.
- (30) **Sign** includes any sign, light, advertisement, name, notice, placard and any other similar item, and includes any sign advertising a Lot for sale or to let.
- (31) **Special Resolution** has the same meaning given to it in the Act.
- (32) **Third Parties** means the employees, customers, consultants, agents, contractors, tenants, licensees, short-stay occupants, guests and invitees of an Owner or an Occupier.
- (33) **Vendor** means Melbavill Development Co Pty Ltd ACN 167 843 503.

2. Behaviour

- 2.1 An Owner or Occupier when on Common Property or in any part of a Lot which is visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Owner or Occupier or to any person lawfully on Common Property or in another Lot.
- 2.2 An Owner or Occupier must not:
- (1) without the prior written consent of the Building Manager create any unreasonable noise or behave in a manner likely to interfere with the peaceful enjoyment of an Owner or Occupier or of any person lawfully on Common Property or in another Lot;
 - (2) without the prior written consent of the Building Manager have an event or party for more than 20 people in their Lot and/or the Common Property. The Owner or Occupier acknowledges that if the Building Manager does provide its consent then the Owner or Occupier must reimburse the Owners Corporation on demand for all cleaning costs, security costs and other reasonable expenses incurred by the Owners Corporation as a consequence of or in relation to the event/party;
 - (3) without the prior written consent of the Building Manager obstruct the lawful use of Common Property by any person;
 - (4) smoke on any part of the Common Property;
 - (5) do any act on the Common Property in contravention of any law;
 - (6) dispose or permit the disposal of cigarette butts, cigarette ash or any other material over any balcony or out any window or in Common Property;
 - (7) cause or permit the discharge or expulsion of any odorous or noxious smelling air, steam or vapour – including any which result from cooking or preparing any item - from the Owner or Occupier's Lot into Common Property;
 - (8) consume alcohol on the Common Property;
 - (9) consume any illegal substance in any part of the Building; or
 - (10) permit any person under the control of or any invitee or guest of that Owner or Occupier to use on the Common Property any skateboard, Segway, roller skate, scooter in-line skate or anything else from time to time prohibited by the Owners Corporation or the Building Manager and no bicycle may be ridden or used on the Common Property unless authorised by the Owners Corporation.
- 2.3 An Owner or Occupier must not keep any animal, fish, reptile or bird in or about its Lot, without the consent of the Owners Corporation. If the Owners Corporation provides its consent the Owner or Occupier must ensure that that animal, fish, reptile or bird:
- (1) does not defecate on, urinate on or damage the Common Property;
 - (2) is registered and vaccinated as required by any law or Authority;
 - (3) is at all times with the Owner or Occupier and appropriately restrained (such as by leash) and kept under control when on the Common Property; and
 - (4) is kept within its Lot at all times except when it is entering or exiting the Land.

2.4 No auction sale shall be carried out upon the Common Property.

3. Vehicles

3.1 An Owner or Occupier must not:

- (1) park or stand any motor vehicle or other vehicle on Common Property other than car spaces, loading bays, or other places designated by the Owners Corporation;
- (2) park or stand any motor vehicle or permit a motor vehicle to be parked or left on a Lot not owned by the Owner or which the Occupier is not legally entitled to use;
- (3) permit any invitees or guests of the Owner or Occupier to park or stand any motor vehicle or other vehicle on Common Property, except with the prior written approval of the Owners Corporation; or
- (4) repair or wash or clean any motor vehicle or other vehicle on Common Property or in any car parking space on the Land.

3.2 No car parking space will be used otherwise than for parking of motor vehicles or motor cycles.

3.3 Any vehicle parked or left in breach of this rule 3 may be towed away by the Owners Corporation at the cost of the Owner or the Occupier responsible for the vehicle gaining access to the Land whether or not that person or entity is the owner of the vehicle.

3.4 An Owner or Occupier must not drive a vehicle on Common Property in a reckless, negligent or dangerous manner and must observe and comply with all signs on the Common Property in relation to the use of any vehicle.

4. Damage to Common Property

An Owner or Occupier must:

- (1) not mark, paint, drill, hammer, affix, drive nails or screws or the like into, or otherwise damage, contaminate, soil, stain or deface, any surface that forms part of the Common Property except with the prior written consent of the Owners Corporation;
- (2) promptly report any damage, contamination, soiling, staining or defacing of any part of the Common Property to the Owners Corporation.

5. Storage of Bicycles

5.1 An Owner or Occupier must not permit any bicycle to be stored other than in the Bicycle Store designated by the Owners Corporation or the Building Manager for such purpose and if fitted with bicycle racks, then by securing the bicycle to a bicycle rack.

5.2 An Owner or Occupier must not permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation or the Building Manager from time to time.

- 5.3 An Owner or Occupier has no entitlement hold the Owners Corporation responsible in the event that its bicycle is stolen or damaged whilst stored in the Bicycle Store, except to the extent that such loss or damage is caused by the negligent or unlawful act of the Owners Corporation or the Building Manager.
- 5.4 An Owner or Occupier must not carry out major repairs, or do works to bicycles in the Bicycle Store or on the Common Property.
- 5.5 An Owner or Occupier must keep its designated part of the Bicycle Store clean at all times and free of parts, waste, rubbish or other materials not specifically associated with temporarily storing a bicycle.

6. Invitees

- 6.1 An Owner or Occupier must take all reasonable steps to ensure that none of its Third Parties behaves in a manner likely to:
- (1) interfere with any person's peaceful enjoyment of the Common Property; or
 - (2) unreasonably interfere with any Owner or Occupier's peaceful enjoyment of that Owner or Occupier's Lot.
- 6.2 An Owner or Occupier must take all reasonable steps to ensure that its Third Parties comply at all times with these rules as if each reference to an Owner or Occupier were a reference to Third Parties save that any obligation on a Third Party to incur any expense or pay or reimburse any money to the Owners Corporation or the Building Manager under this rule 6.2 is deemed to be an obligation of the relevant Owner or Occupier.
- 6.3 If these rules prohibit an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.

7. Lessees/Licensees and Short Stay Occupants

- 7.1 An Owner whose Lot is the subject of a short-stay accommodation, lease or licence must:
- (1) provide the short-stay occupant, lessee or licensee with a copy of these rules; and
 - (2) take all reasonable steps, including any action available under the short-stay accommodation arrangement, lease or licence, to ensure that the short-stay occupant, lessee or licensee of the Lot complies with these rules.
- 7.2 Short-Stay Accommodation Arrangement Conduct

An Owner or Occupier must ensure that its short-stay occupant of the Lot does not breach the conduct proscriptions applying to the short-stay accommodation arrangement and does not engage in any of the following conduct:

- (1) unreasonably creating any noise likely to substantially interfere with the peaceful enjoyment of an Owner, an Occupier, an invitee or a guest of an Owner or Occupier of another Lot (other than the making of noise where the Owners Corporation has given written permission for that noise to be made);

- (2) behaving in a manner likely to unreasonably and substantially interfere with the peaceful enjoyment of an Owner, an Occupier, an invitee or a guest of an Owner or Occupier of another Lot;
 - (3) using a Lot or the Common Property, or permitting a Lot or the Common Property to be used, so as to cause a substantial hazard to the health, safety and security of any person or an occupier;
 - (4) unreasonably and substantially obstructing the lawful use and enjoyment of the Common Property by an Owner, an Occupier, an invitee or a guest of an Owner or Occupier of another Lot;
 - (5) substantially damaging or altering—
 - (a) a Lot or the Common Property, intentionally or negligently; or
 - (b) a structure that forms part of a lot or the Common Property, intentionally or negligently.
- 7.3 An Owner is liable and responsible for any damage, breach, default, loss, noise, nuisance or other disruption caused by or contributed to by the Owner, an Occupier or a Third Party.
- 7.4 An Owner must comply with any order made by the Victorian Civil Administration Tribunal in respect a breach of these rules or the Act by the Owner or an Occupier of the Lot.

8. Swimming Pool

A Owner or Occupier of a Lot must observe the following rules in relation to use of the swimming pool area and ensure that any invitees of the Owner or Occupier do not use the swimming pool area except in accordance with the following rules, or those as permitted by the Owners Corporation from time to time:

- (1) children under the age of 16 must be supervised by an adult at all times;
- (2) glass objects, drinking glasses and sharp objects are not permitted;
- (3) alcohol and food are not permitted;
- (4) the swimming pool area is for use by residents and no more than two guests per Lot at any one time, and guests must be accompanied by a resident at all times;
- (5) smoking is not permitted;
- (6) for the hygiene of all users of the swimming pool all users must shower before entering the swimming pool;
- (7) jumping, diving, running, ball games, noisy or hazardous activities are not permitted;
- (8) spitting is not permitted in the swimming pool area;
- (9) hours of use are Monday to Sunday 6.00 am to 10.00 pm only, as adjusted by the Owners Corporation from time to time;

- (10) all users of the swimming pool area must:
 - (a) not defecate in, urinate in or damage the swimming pool; and
 - (b) carry an appropriate towel at all times.
- (11) all children, infants, non-swimmers and beginner, novice and unskilled swimmers must at all times when entering in or are near the swimming pool:
 - (a) be properly and safely supervised;
 - (b) only use, stay, enter and swim in the shallow end of the swimming pool; and
 - (c) ensure appropriate safety attire, floatation devices and safety apparatuses are used;
- (12) all users must dry off before leaving the swimming pool area;
- (13) footwear must be worn to and from the swimming pool area;
- (14) appropriate attire must be worn in the swimming pool area at all times. Nude bathing is prohibited and females must wear a bathing top;
- (15) all users of the swimming pool area do so at their own risk; and
- (16) Owners and Occupiers must ensure that their guests comply with these rules.

9. Gymnasium

An Owner or Occupier of a Lot must observe the following rules in relation to the use of the gymnasium and ensure that any invitees or guests of the Owner or Occupier do not use the area except in accordance with the following rules, or those as permitted by the Owners Corporation from time to time:

- (1) glass objects, drinking glasses and sharp objects are not permitted in the gymnasium;
- (2) the gymnasium is for use by residents only;
- (3) alcohol and food are not allowed in the gymnasium;
- (4) smoking is not permitted in the gymnasium;
- (5) all users must carry a towel at all times and wipe down equipment after use;
- (6) hours of use are Monday to Sunday 6.00 am to 10.00 pm only as adjusted by the Owners Corporation from time to time;
- (7) suitable footwear must be worn to and from the gymnasium and, whilst in the gymnasium, socks and gym shoes are to be worn at all times;
- (8) suitable clothing (excluding swimwear) is to be worn whilst in the gymnasium;
- (9) all users must be inducted prior to using the gymnasium;

- (10) all users of the gymnasium do so at their own risk; and
- (11) no music, other than that permitted by the Owners Corporation is allowed in the gymnasium.

10. Cleaning Windows and Doors

- 10.1 An Owner or Occupier must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
 - (1) and for so long as the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (2) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.
- 10.2 Notwithstanding the above, the Owners Corporation may request access to any Lot for the purpose of cleaning an exterior surface on the façade of the Lot, including so much as is Common Property, provided reasonable notice is given to the Lot Owner or Occupier.
- 10.3 An Owner or Occupier must ensure that at least one window in the Lot is opened and kept open to its fullest extent for a continuous period of not less than 20 minutes each day.

11. Appearance of Lot

- 11.1 An Owner or Occupier must not, without the prior written approval of the Owners Corporation, in any way alter the external surface of its Lot or maintain within its Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building, including (without limitation) items hung on the exterior of its Lot so those items are visible from outside the Lot.
- 11.2 An Owner or Occupier must not place any washing, towel or other article so as to be visible from the Common Property or outside the Building without the prior written consent of the Owners Corporation.

12. Change in Use of Lot to be Notified

An Owner or Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Owners Corporation (for example, if the change of use results in a hazardous activity being carried out on the Lot or the use changes from residential to retail or the use under any law or planning instrument changes). In this rule 12, 'use' includes each of permitted use, actual use, intended use and likely use.

13. Preservation of Fire Safety

- 13.1 An Owner or Occupier must not do anything or permit any of its invitees or guests to do anything that may or is likely to:
 - (1) affect the operation of fire safety devices in the Building; or
 - (2) to reduce the level of fire safety in any Lot or Common Property.

13.2 An Owner or Occupier must:

- (1) comply with any law and requirement of any Authority relating to sprinkler, fire alarm or fire safety regulations; and
- (2) keep fire escape passages free of obstruction at all times; and
- (3) ensure that any range hood or air filtration or extraction device installed in the kitchen of the Lot is always:
 - (a) cleaned, maintained and repaired to the higher standard of:
 - (i) the manufacturer's recommendations, if any; and
 - (ii) a reasonable standard;
 - (b) in efficient working order, free from any defect or want of repair;
 - (c) in use whenever anyone in the Lot uses any part of the stove top or conducts any activity in or about the kitchen in the Lot which creates steam or vapour or causes food, cooking or other smells to become discernible in the air;
 - (d) turned off or disabled in the event of a fire on the stove top or other part of the Lot.

14. Storage of Dangerous Substances

The Owner or Occupier must not, except with the prior written consent of the Owners Corporation and then at the sole risk of that Owner or Occupier in all things, use or store on the Lot or Common Property any flammable chemical, liquid, gas or other flammable material.

15. Provision of Amenities or Services

15.1 The Owners Corporation may, by Special Resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots or to the Owners Corporation:

- (1) security services;
- (2) cleaning;
- (3) garbage disposal and recycling services;
- (4) electricity, water or gas supply;
- (5) telecommunication services (for example, cable television);
- (6) intranet and internet services;
- (7) technology; and
- (8) communications.

- 15.2 If the Owners Corporation makes a Special Resolution referred to in rule 15.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot or to the Owners Corporation, it must indicate in the Special Resolution the amount for which, or the conditions on which, it will provide the amenity or service.

16. Signage

- 16.1 The Owners Corporation strictly prohibits any Sign whatsoever on the outside of the Building or the grounds of the Building other than a Sign approved by the Owners Corporation.
- 16.2 An Owner or Occupier, or any agent representing same, including real estate agents, may not erect in or upon a Lot or the Common Property any Sign which is visible from the Common Property or from a public place without the consent in writing of:
- (1) the Owners Corporation; and
 - (2) if required by law, any relevant Authority.
- 16.3 Signs will only be permitted in the space provided for that purpose on the external walls of the Building (if any) or as otherwise specified by the Owners Corporation.
- 16.4 Except as otherwise provided in these rules, no deviation from this arrangement will be permitted.
- 16.5 No Sign of any kind may be erected which has not been produced by a professional sign writer, and then only after first obtaining the written approval of the Owners Corporation.
- 16.6 The following are strictly prohibited:
- (1) painted sign writing;
 - (2) paper or cardboard signs;
 - (3) transfers or stickers;
 - (4) cut out unedged letters of amateur standard;
 - (5) exposed fixings;
 - (6) exposed wiring, ballasts;
 - (7) moving or flashing signs;
 - (8) animated signs or models;
 - (9) "A" frames or similar signs; and
 - (10) static or animated signage or images projected onto the glass or other part of the Lot visible from the Common Property.

17. Usage - Insurance

- 17.1 An Owner or Occupier must not carry on or allow to be carried on upon the Lot or upon the Common Property any trade or occupation or any act or thing which:
- (1) will or is likely to make void or voidable any policy or policies of insurance taken out by the Owners Corporation in respect of the Common Property; or
 - (2) may render any increase in premium payable for such insurance unless, in circumstances where any increased premiums are payable, the Owner or Occupier:
 - (a) obtains the written consent of the Owners Corporation (which will not be given without the prior written consent of the insurer); and
 - (b) makes a payment to the Owners Corporation of the amount of any increased premium,or could reasonably be expected to have any of those effects.
- 17.2 The right to so use the Lot will terminate if, upon renewal of insurance:
- (1) the Owner or the Occupier fails to pay that part of the premium attributable to such use; or
 - (2) the insurer withdraws any consent to such use previously given by it.

18. Maintain the Lot

An Owner or Occupier must:

- (1) at all times maintain the structure of the Lot in good order and repair; and
- (2) ensure that the Lot and its use comply with the provisions of any applicable law, regulation, rule or town planning scheme from time to time in force, including the requirement of any Authority.

19. Maintain garden beds

- 19.1 Each Owner or Occupier of a Lot in the Building which has a garden bed situated on Common Property between the boundary of that Lot and the boundary of the Plan must maintain that garden bed to the standards notified by the Owners Corporation from time to time.
- 19.2 In the absence of any standards or any conflicting standards, each relevant Owner or Occupier must care for – including watering, pruning and preventing harm or injury to – the vegetation in the garden bed.

20. Floor Load Limits

- 20.1 An Owner or Occupier must not install or use or permit to be installed or used in that Lot any machinery or other plant or equipment, fixture or fitting singularly or cumulatively with other machinery, plant, equipment, fixture or fitting which may result in the floor's safe loading limit being exceeded.

- 20.2 An Owner or Occupier must not move bulky goods, heavy goods or other goods that may damage the Common Property into or out of the Land without first obtaining the Owners Corporation's consent to do so, following the directives of the Owners Corporation in respect of such movement or transit.

21. Services

- 21.1 An Owner or Occupier must give to the Owners Corporation, or where appropriate the Building Manager, prompt notice of any:
- (1) damage and/or any accident to or defects or breakages in the Common Property or in the Building or in any of the Services or other facilities in the Common Property or the Building;
 - (2) any circumstances likely to occasion any damage or injury occurring within the Building or the Land; and
 - (3) any circumstance likely to interfere with the peaceful enjoyment of another Owner or Occupier or its invitees or guests of that Owner or Occupier's Lot or the Common Property.
- 21.2 An Owner or Occupier must not interfere with, adjust, modify, impair, reduce or diminish any of the Services.

22. Telephone Lines

Should an Owner or Occupier require more than the number of telephone lines available for each Lot the Owner or Occupier must notify the Owners Corporation of the number of additional telephone lines required and the Owner or Occupier will be responsible for installation of the additional lines at the expense of the Owner or Occupier in all things, including payment of the Building Manager's reasonable fee for doing so.

23. Mail

An Owner or Occupier must clear its mailbox of all material at least once every 7 days or arrange for someone else to do so if it is absent for more than 7 days. The Building Manager may remove such material if the Owner or Occupier fails to comply with this rule 23 and charge a reasonable fee for doing so.

24. Exclusive Use

- 24.1 The Owner or Occupier for the time being of each Lot comprised in the Plan is entitled to the right of exclusive use and enjoyment of the interior surfaces of the following items of Common Property which (where applicable) form part of the boundary between the Lot and the Common Property:
- (1) glass doors;
 - (2) glass front and windows;
 - (3) service doors;

- (4) door locks and window closers;
 - (5) air conditioning and ventilation; and
 - (6) louvre panels.
- 24.2 Such Owners or Occupiers must properly maintain and keep in a state of good and serviceable repair of each one of the above items and pay for their maintenance, unless, in relation to the glass doors and glass front and windows:
- (1) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (2) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.
- 24.3 Where the Owners or Occupiers of those Lots are liable under this rule to pay any money either to the Owners Corporation or directly to any other person for or towards the maintenance or repair of such item of common property referred herein, then such money (being the actual cost incurred by the maintenance or repair for such item, including any GST or other taxation), must be paid to the Owners Corporation or directly to that person on or before the relevant due date.
- 24.4 Each Owner or Occupier must notify the Owners Corporation of any maintenance or repair requirement which departs from any regular maintenance schedule and must seek written approval from the Owners Corporation, which cannot be unreasonably withheld, to carry out maintenance or repair which would substantially change the original condition of an item.
- 24.5 If the Owners Corporation, after inspection, decides that all or any of the above items have not been properly maintained or kept in a state of good and serviceable repair it may notify the relevant Owner or Occupier and give such Owner or Occupier 14 days to carry out maintenance or repair to the standard specified by the Owners Corporation.
- 24.6 If the relevant Owner or Occupier fails to carry out such maintenance or repair within such 14 day period, the Owners Corporation may carry out such maintenance and repair and its costs of doing so together with the Owner Corporation's administration reasonable fee will be payable on demand by such Owner or Occupier to the Owners Corporation.

25. Garbage Disposal

- 25.1 An Owner or Occupier that does not have shared receptacles for garbage, recyclable material or waste must:
- (1) at its own expense, maintain such receptacles within the Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in clean and dry condition, free from any vermin, pests and odours, and adequately covered. No waste bins outside of the Building will be permitted on undesignated Common Property or any other Lot, car parking spaces or any other access ways such as footpaths, roadways, reserves and the like;
 - (2) ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other

containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;

- (3) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the Lot or other area referred to in paragraph (1);
- (4) must not place anything in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and
- (5) must promptly remove anything which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

25.2 An Owner or Occupier who is using the shared receptacles for garbage, recyclable material or waste must take all garbage, recyclable material and waste to the common garbage and recycling areas and separate the garbage, recyclable material and waste for collection. Failure to place garbage, recyclable material or waste in its allocated receptacles will result in a charge being imposed on the Owner or Occupier of the Lot to cover the reasonable costs of cleaners to sort through the garbage, recyclable material and waste.

25.3 An Owner or Occupier must ensure that the disposal of garbage and waste does not adversely affect the health, hygiene or comfort of the Owners or Occupiers of other Lots or anyone who uses the Common Property.

26. Rubbish Chutes

26.1 The Guidelines on rubbish chute and bin use may be determined and varied at any time by the Owners Corporation. Rubbish chutes must be used in accordance with the manufacturers instructions.

26.2 Rubbish must be disposed of in secure wrapping by taking it to the rubbish and recycling chutes in accordance with the Guidelines.

26.3 All waste disposed of via the chutes must be contained in tied plastic bags.

26.4 If the bin chute(s) become blocked and the Owners Corporation is able to identify the responsible Owner or Occupier, the cost to reinstate the chute(s) may be recovered from that Owner or Occupier.

26.5 An Owner or Occupier must not place any body part, such as hands or arms, into a chute beyond the door frame of a chute.

26.6 Items that can be disposed of via the rubbish chutes include securely bagged rubbish including organic waste and non-recyclable waste.

26.7 Items that can be disposed of via the recycling chutes include glass bottles, flattened cardboard (of appropriate size), plastic containers, aluminium cans, and paper.

26.8 Items that must not be disposed of via the chutes or bins include, amongst other things, cigarette butts; ignition sources or fluids, liquids, items that may block the chute, and any other inappropriate items

26.9 All other appropriate items which cannot be disposed of via the chutes (subject to observing to the Guidelines) may be disposed of in the bins within the garbage rooms or designated areas.

- 26.10 No items are to be left in front of the chutes – clear access to chute and emergency exit door required at all times.
- 26.11 No flammable items are to be disposed of through the chutes, bins or the garbage room.
- 26.12 Hard rubbish (for example glass, brick, crockery, appliances or similar) must not be disposed of through the chutes. An Owner or Occupier is responsible for the disposal of hazardous/hard rubbish or large items, and must make private arrangements for disposal of these items.

27. Control on Hours of Operation and Use of Facilities

- 27.1 Subject to rule 27.3, the Owners Corporation may, by Special Resolution, pass any of the following resolutions if it considers the resolution is appropriate for the control, management, administration, use or enjoyment of the Lots and Common Property:
- (a) that commercial or business activities may be conducted on a Lot or Common Property only during certain times; and
 - (b) that facilities situated on the Common Property may be used only during certain times or on certain conditions.
- 27.2 An Owner or Occupier must comply with a resolution referred to in rule 27.1.
- 27.3 Any restrictions imposed by the Owners Corporation must not exceed any restrictions imposed by any relevant Authority in any relevant development consent.
- 27.4 The Owners Corporation is responsible for the control, management, operation, maintenance and repair of facilities on the Common Property.

28. Building Lifts

- 28.1 Building Lifts installed within the Building must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer or to any lesser size or weight specification displayed or notified by the Owners Corporation from time to time and no Occupier, Owner or visitor to the Building may use such Building Lifts contrary to those specifications.
- 28.2 The Owners Corporation is responsible for the maintenance, operation, repair, replacement (if necessary) and cleaning of the Building Lifts.

29. Security Keys

- 29.1 The Owners Corporation may:
- (1) make the number of Security Keys it determines necessary available to Owners or Occupiers free of charge; and
 - (2) charge a reasonable fee as a condition for the provision of any further Security Key requested by an Owner or Occupier.
- 29.2 An Owner or Occupier must:
- (1) not make a copy of a Security Key;

- (2) immediately tell the Owners Corporation if a Security Key is lost or damaged; and
 - (3) not change the locks on or means of entry to the Building or any Common Property.
- 29.3 The Owners Corporation may take any measure to ensure the security and safety of the Common Property including without limitation closing off all or part of the Common Property, restricting access to the Common Property and installing security devices on the Common Property. An Owner or Occupier must comply with any directive made by the Owners Corporation pursuant to this rule 29.3 and must not interfere with or compromise the security of the Common Property or the Building.

30. Security

- 30.1 Each Owner or Occupier accessing and egressing the Building must take reasonable steps to ensure doors and all other access points are secured when entering or leaving the Building.
- 30.2 Each Owner or Occupier must report any breach of this rule to the Building Manager, or in the event of a serious security breach, inform the local police or other emergency services of the breach.
- 30.3 Following receipt of a request or demand from a Commonwealth or Victorian government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority including a Minister of the Crown (in any right) and any person, body, entity or authority exercising a power pursuant to an Act of Parliament the Owners Corporation may without the requirement for any consent from or notification to an Owner or Occupier provide any information the Owners Corporation holds including copies of materials to that agency.

31. Maintenance of Common Property

The Owners Corporation will maintain the Common Property including but not limited to the Building in good and substantial repair and condition.

32. Alterations or Works to Lots

- 32.1 An Owner or Occupier must obtain written Owners Corporation consent before it may do any building works relating to its Lot, the Building or the Building services (for example, demolishing walls or altering the interior design of a Lot). Before any of the Owner's or Occupier's works commence the Owner or Occupier must:
 - (1) cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy (including the Owners Corporation as an insured party) to the satisfaction of the Owners Corporation; and
 - (2) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- 32.2 For any proposed building works under this rule, the Owner or Occupier must:
 - (1) if the Owners Corporation asks, promptly give the Owners Corporation copies of all detailed drawings and other specifications of the proposed building works;

- (2) follow the reasonable requirements and directions of the Owners Corporation;
- (3) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and give a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation;
- (4) make sure the proposed building works are done in a proper and workmanlike manner and following any drawings and specifications;
- (5) obtain any necessary permits or approvals to allow the proposed building works to be done;
- (6) make sure that the proposed building works comply with all laws, including obtaining an occupancy permit or final inspection, when necessary;
- (7) make sure the proposed building works are done at times and in a way that minimises damage, disturbance and inconvenience to others; and
- (8) advise the Owners Corporation in writing of the dates and times works are proposed so that appropriate notice can be provided to other Owners and Occupiers. Such notice should be given 14 days in advance of the works occurring and should not commence until consent is provided from the Owners Corporation.

32.3 The Owner or Occupier must make sure that it and its agents and contractors doing the building works comply with these restrictions:

- (1) no building materials may be stacked or stored outside a Lot or on the Common Property;
- (2) no scaffolding may be erected on the Common Property or the exterior of a Lot or the Building;
- (3) building works must be carried out during times permitted by local laws, as required by any responsible Authority or the Owners Corporation, and the Owners Corporation by restrict such times by written notice from time to time to the Owner or Occupier;
- (4) the exterior of the Building and the Common Property must be clean and in a safe state at all times;
- (5) construction vehicles and construction worker's vehicles must not be brought into or parked on the Common Property or visitor car spaces unless otherwise permitted by the Owners Corporation;
- (6) the Common Property must be kept in a clean and tidy condition at all times during construction activity;
- (7) access to the Lot must be approved by the Owners Corporation and appropriate measures must be in place to protect any Owners Corporation areas during the works, e.g. central corridors, lift wells etc. This will include at a minimum laying protective sheets over floor coverings, lift walls and floors etc. All waste materials associated with the works must be removed by the contractors and not placed within the Building's waste receptacle;

- (8) any waste bin used during the works period must be positioned in a place, if any, designated by the Owners Corporation while works are being carried out and must be relocated or emptied or both in accordance with any direction from the Owners Corporation; and
- (9) place protective coverings over the route where goods or workmen are to move to ensure no damage to floor coverings walls, lifts etc.

32.4 An Owner or Occupier must immediately:

- (1) repair any damage to the Common Property, the Building and the Building services caused by the building works or any person involved with the building works at its own cost and to the satisfaction and in accordance with the reasonable requirements of the Owners Corporation;
- (2) clean and remove any dirt, debris or other rubbish resulting from the building works;
- (3) reimburse to the Owners Corporation the amount of money the Owners Corporation has paid or is liable to pay for making good any damage to or cleaning the Common Property or any of the Services or both as a direct or indirect result of the building works or the act or omission of any person involved with the building works regardless of whether any other person or corporation had an obligation to make good that damage or reimburse the Owners Corporation; and
- (4) forward details of any potential insurance claim to the Owners Corporation immediately upon becoming aware of such potential claim.

32.5 Neither an Owner nor an Occupier nor the invitee, guest or contractor of any of them may:

- (1) damage or deface, interfere with the use or enjoyment of or obstruct or permit to be damaged or defaced or obstructed any driveway, pathway, car park belonging to or used by any other person or entity or any part of the Common Property or use the same for any purpose other than the purpose for which they are provided or properly available; or
- (2) place garbage on the Common Property except in a proper bin or receptacle and in a place set aside for garbage by the Owners Corporation.

32.6 If the Owners Corporation requires advice from an architect or other consultant concerning the proposed building works, the Owner or Occupier must reimburse on demand to the Owners Corporation the amount of money the Owners Corporation has paid or is liable to pay in relation to that advice.

33. Rules and Regulations

33.1 The Owners Corporation may make, and at any time add to or vary these rules for the control, management, operation, use and enjoyment of the Common Property and Building including but not limited to matters associated with:

- (1) the use and management of the Building;
- (2) the security and control of the Building;
- (3) the manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is permitted);

- (4) the type of bars, screens (whether security screens or insect screens) grilles, locks or any other safety device on the interior or exterior of windows or doors in the Lots;
- (5) the appearance of Lots;
- (6) the appearance of the Building;
- (7) capital and maintenance works to the Building;
- (8) the type of furniture and other items which are prohibited from being placed on balconies; and
- (9) any other matter determined by the Owners Corporation;

33.2 The Owners Corporation may amend or replace any of these rules.

33.3 The rules bind an Owner, Occupier, mortgagee in possession of a Lot and any other person so provided by these rules.

33.4 The Owners Corporation must display any new or amended rules on the notice board of the Building for at least 7 days, or send a copy to each Owner.

33.5 If the Owner is not the Occupier, the Owner must send a copy of any new or amended rules to the Occupier within 7 days of receiving a copy from the Owners Corporation.

34. The Name

An Owner or Occupier must not use the name **Melbourne Village** of the Building ("**Name**") for its own benefit (for example for advertisement, promotion or commercial undertakings) without first obtaining the written consent of Vendor, the owner of the intellectual property in the Name, which consent can be sought via the Owners Corporation. Notwithstanding the foregoing, an Owner or Occupier of a Lot may use the Name as part of the description of its address.

35. Licences to Use Common Property

35.1 In addition to its powers under the Act, the Owners Corporation has the power to grant licences, including to Owners and Occupiers, to use parts of the Common Property.

35.2 Licences which the Owners Corporation grants under this rule 35 may include provisions about, but need not be limited to:

- (1) the term of the Licence;
- (2) the permitted uses of the licensed area;
- (3) the maximum number of persons allowed in licensed areas;
- (4) insurances the licensee must effect; and
- (5) cleaning and maintaining the licensed area.

35.3 The Owners Corporation may exercise its powers under this rule only by Special Resolution at a properly convened general meeting.

36. Agreement with the Building Manager

- 36.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for the Building or any part of the Building.
- 36.2 The term of the agreement may be up to 5 years with two options of up to 5 years each. The agreement may have provisions about:
- (1) the rights of the Owners Corporation and Building Manager to terminate the agreement early; and
 - (2) the Building Manager's rights to assign the agreement.
- 36.3 The Building Manager's duties under the agreement may include:
- (1) caretaking, supervising and servicing the Common Property;
 - (2) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property and personal property of the Owners Corporation;
 - (3) arranging for the collection and removal of garbage;
 - (4) supervising employees and contractors of the Owners Corporation;
 - (5) supervising the Building generally; and
 - (6) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.
- 36.4 The Building Manager must comply with the instructions from the Owners Corporation about performing its duties.
- 36.5 Any Building Management Agreement entered into by the Owners Corporation will provide for the payment by the Owners Corporation to the Building Manager of remuneration, fees or other consideration for providing the building management services and undertaking the building management duties as provided in the Building Management Agreement.
- 36.6 The owner or occupier of a lot must not:
- (1) interfere with or obstruct the Building Manager from performing the Building Manager's duties under the Building Management Agreements; or
 - (2) interfere with or obstruct the Building Manager from using the Building Manager's office or any other part of the common property designated by the Owners Corporation for use by the Building Manager.
- 36.7 The Owner or Occupier of a Lot must not, on any Lot or the Common Property (except with the written consent of the Building Manager) conduct or participate in the conduct of:
- (1) the business of an onsite Building Manager; or
 - (2) any other business activity that is either:

- (a) an activity identical or substantially identical with any of the services relating to the management, control and administration of the Complex referred to in rule 36, or
 - (b) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in rule 36.
 - (3) The Owners Corporation must not, without the written consent of the Building Manager, vary or revoke this rule.
- 36.8 Anything that these rules state may be or must be done by the Building Manager may be done by the Owners Corporation Manager and to the extent of any conflict, the decision of the Owners Corporation Manager prevails.

37. Agreement with Letting Manager

- 37.1 In accordance with the Act, the Owners Corporation has the power to authorise and enter into a deed with a Letting Manager to provide letting, sales, and other services to owners in the Complex.
- 37.2 The Letting Manager's duties may include:
- (1) providing a letting, property management and sales service;
 - (2) providing services to owners and occupiers including, without limitation, the services of a handy person, room cleaning, the provision of linen and the hiring of equipment; and
 - (3) providing telecommunication and internet services.
- 37.3 The Letting Manager must comply with instructions from the Owners Corporation about performing its duties.
- 37.4 The Owners Corporation must not, without the written consent of the Letting Manager, enter into more than one Letting and Licence Deed under this rule at any one time.
- 37.5 Any Letting and Licence Deed entered into by the Owners Corporation pursuant to rule 37.1 must not provide for the payment by the Owners Corporation to the Letting Manager of remuneration, fees or other consideration for providing the letting services.
- 37.6 The Letting Manager may, at its own expense, erect or procure the erection of signs within the Complex for the purpose of promoting the letting, property management and sales service of the Letting Manager, subject to the prior consent of the Owners Corporation, acting reasonably.
- 37.7 The Owner or Occupier of a lot must not:
- (1) interfere with or obstruct the Letting Manager from performing the Letting Manager's duties under the Letting and Licence Deed; or
 - (2) interfere with or obstruct the Letting Manager from using the reception area or any other part of the common property designated by the Owners Corporation for use by the Letting Manager.

- 37.8 The Owner or Occupier of a Lot must not, on any lot or the common property (except with the written consent of the Letting Manager) conduct or participate in the conduct of:
- (1) the business of a Letting Manager; or
 - (2) any other business activity that is an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in rule 37.2.
- 37.9 The Owners Corporation must not, without the written consent of the Letting Manager, vary or revoke this rule.

38. Financier Deed

- 38.1 The Owners Corporation has the power to enter into any deed or agreement with a financier of the Building Manager and/or Letting Manager (**Financier Deed**) so that the financier's rights pursuant to any security arrangement between the Building Manager and/or Letting Manager and the financier can be enforced. Rule 38.2 sets out the provisions that shall be incorporated in any Financier Deed pursuant to this rule.
- 38.2 The Owners Corporation under a Financier Deed may terminate the Building Management Agreement and Letting and Licence Deed if:
- (1) the Owners Corporation has given the Building Manager's and/or Letting Manager's financier written notice, addressed to the financier at the financier's address for service, that the Owners Corporation has the right to terminate the Building Management Agreement and/or Letting and Licence Deed; and
 - (2) when the notice was given, circumstances existed under which the Owners Corporation had the right to terminate the Building Management Agreement and/or Letting and Licence Deed; and
 - (3) at least 21 days have passed since the notice was given.
- 38.3 However, the Owners Corporation cannot terminate the Building Management Agreement and/or Letting and Licence Deed, if under arrangements between the financier and the Building Manager and/or Letting Manager, the financier:
- (1) is acting under the contract in place of the Building Manager and/or Letting Manager, or
 - (2) has appointed a person as a receiver or receiver and manager for carrying out the duties referred to in the Building Management Agreement and/or Letting and Licence Deed.
- 38.4 A financier may take the action mentioned in rule 38.3 only if the financier has previously given written notice to the Owners Corporation of the financier's intention to take the action.
- 38.5 The financier may authorise a person to act for the financier under rule 38.3(1) if:
- (1) the person is not the Building Manager and/or Letting Manager or an associate of the Building Manager and/or Letting Manager; and
 - (2) the Owners Corporation has first approved the person.
- 38.6 For deciding whether to approve a person under rule 38.5, the Owners Corporation:

- (1) must act reasonably in the circumstances and as quickly as practicable; and
 - (2) may have regard only to the character of the person; and the competency, qualifications and experience of the person.
- 38.7 However, the Owners Corporation must not:
 - (1) unreasonably withhold approval of the person; or
 - (2) require or receive a fee or other consideration for approving the person, other than reimbursement for legal or administrative expenses reasonably incurred by the Owners Corporation in the application for its approval.
- 38.8 Clause 38.3 does not operate to stop the Owners Corporation from terminating the Building Management Agreement and/or Letting and Licence Deed due to something done or not done by, or at the direction of the financier, or a person appointed as a receiver or receiver and manager by the financier for the purposes of clause 38.3, in performing the duties or obligations of the Building Manager and/or Letting Manager under the Building Management Agreement and/or Letting and Licence Deed after the financier started to act under that clause.
- 38.9 Nothing in this section stops the ending of the Building Management Agreement and/or Letting and Licence Deed by the mutual agreement of the Owners Corporation, the Building Manager and/or Letting Manager and the financier.
- 38.10 In this section '**address for service**' for a financier, means the financier's address for service:
 - (1) detailed in the Financier Deed; or
 - (2) if the financier's address for service is different to the address contained in the Financier Deed, the different address.
- 38.11 It is the responsibility of the financier to provide written notice to the Owners Corporation of any changes to its address for service.

39. Commercial Lots

- 39.1 Subject to rule 39.2 and excluding the Commercial Lots, the Owner or Occupier must not:
 - (1) sell or permit to be sold or supplied any food or beverage from the Lot; or
 - (2) operate or permit to be operated a café or restaurant.
- 39.2 Rule 39.1 does not prevent an Owner or Occupier from selling food or beverages over the internet, by mail or telephone.
- 39.3 No Owner or Occupier may use a Lot contrary to any law including any planning instrument, the applicable planning permit and the planning scheme applicable to the Lot from time to time. This Rule applies to all Lots including Commercial Lots.

40. Prevention of nuisance and hazards

- 40.1 Each Owner and Occupier must not – any must not permit or facilitate anyone else to:

- (1) facilitate entry of any person to any part of the Building which requires a Security Key to enter unless that person possesses or has an entitlement to possess a Security Key or is accompanied by such a person;
- (2) store any item on Common Property for any period;
- (3) interfere with:
 - (a) the Common Property;
 - (b) any Service;
 - (c) any of the Owners Corporation's property; or
 - (d) any item in the Building which neither belongs to that Owner or Occupier nor was placed into the custody of that Owner or Occupier by the owner of the item;
- (4) use the Common Property for any commercial purpose without the prior written consent of the Owners Corporation;
- (5) use a Lot in such a way as to cause:
 - (a) unreasonable interference with other Owners' or Occupiers' quiet enjoyment of their Lots; or
 - (b) a nuisance to other Owners or Occupiers;
- (6) give a Security Key for a particular Lot to or share a Security Key for a particular Lot with anyone ("**third party**") unless that third party is at that time and in respect of that particular Lot:
 - (a) an Owner;
 - (b) an Occupier who genuinely uses the Lot as his or her principal place of residence;
 - (c) an 'agent' – as that term is defined in the *Estate Agents Act* 1980 – engaged by the Owner to find:
 - (i) a purchaser of the Lot; or
 - (ii) a long term tenant of the Lot; or
 - (d) anyone else except if the Owners Corporation has provided its prior written consent and then, subject to any condition stipulated by the Owners Corporation.

41. Default, interest and risk

- 41.1 Each Owner and Occupier accesses and uses all Common Property at its own risk in all things.
- 41.2 Each Owner and Occupier is responsible for all loss incurred or suffered and directly or indirectly caused or contributed to by that Owner or Occupier breaching any rule, including:

- (1) loss incurred or suffered directly or indirectly by the Owners Corporation or another Owner or Occupier;
 - (2) legal fees and disbursements on a full indemnity basis and any counsel's or consultant's fees and expenses at the rate charged to the Owners Corporation incurred in obtaining any advice or representation in relation to a breach or a failure to comply; and
 - (3) additional costs and expenses reasonably incurred including interest.
- 41.3 If an Occupier who is not the Owner of a Lot incurs fees or charges which these rules provide are payable or reimbursable to the Owners Corporation or is responsible for loss in accordance with these rules and fails to pay such amounts when due, the Owners Corporation may recover such amounts from the Owner of the Occupier's Lot.
- 41.4 Rule 41.2 operates in addition to and does not in any way limit any other right or remedy of the Owners Corporation.
- 41.5 Any default in respect of which loss is incurred is deemed not to have been remedied unless and until the default is remedied and payment to fully compensate for the Loss is made.
- 41.6 The Owners Corporation need not incur a loss or make a payment before enforcing a right of indemnity conferred by these rules.
- 41.7 Each indemnity in these rules is a continuing obligation, separate and independent from the other obligations of an Occupier and survives an Occupier ceasing to be an Occupier.
- 41.8 Time shall remain the essence of these rules notwithstanding any waiver given or indulgence granted by the Owners Corporation.
- 41.9 An Occupier must pay interest on any money payable by it under these rules:
 - (1) from the due date for payment until the money is paid;
 - (2) on demand or whenever other monies are paid under these rules, whichever occurs first;
 - (3) that is calculated and capitalised daily; and
 - (4) that is at the rate fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* at the relevant time.
- 41.10 The Owners Corporation's right to interest does not limit any right of the Owners Corporation or:
 - (1) prevent the Owners Corporation recovering any amount exceeding the interest as a consequence of any default; or
 - (2) affect an Occupier's obligation to pay the outstanding amount on the date it becomes due for payment.
- 41.11 The Owners Corporation may but is not obliged to carry out any obligation of an Occupier that the Occupier has failed to carry out and if the Owners Corporation elects to do this, the Occupier must pay all costs of the Owners Corporation in doing so on an indemnity basis and on demand by the Owners Corporation.

41.12 Whenever:

- (1) an Owner or Occupier must pay costs to the Owners Corporation; or
- (2) the Owners Corporation is entitled to be paid or reimbursed costs by an Owner or Occupier,

each such reference to costs is deemed to include, in relation to the matter:

- (3) the Owners Corporation's costs being the time (calculated at reasonable, commercial rates) and resources (calculated on a cost recovery basis) expended by the Owners Corporation; plus
- (4) any money paid to a third party or liability to pay money to a third party incurred by the Owners Corporation, regardless of whether the Owners Corporation has paid any or all of that money to the third party; plus
- (5) any loss, damage, cost, liability or financial detriment suffered by the Owners Corporation.

42. Retail / Commercial area

42.1 Without limiting any other rule and subject always to the laws including any planning instrument, planning permit and planning scheme applicable from time to time, the Owner or Occupier of all or any part of a Commercial Lot must:

- (1) take out its own bins, or if the Owners Corporation provides bins, then its garbage, on each garbage collection day to the bin collection area nominated by the Owners Corporation;
- (2) ensure that when taking out its own bins or garbage to the bin collection area nominated by the Owners Corporation, the bin collection area is accessed via the shortest possible route or any route nominated from time to time by the Owners Corporation;
- (3) ensure that no waste, in particular food waste, is transported or carried through the Common Property;
- (4) take all steps reasonably necessary to minimise noise when filling bins and where the Owner's or Occupier's own bins are brought to the bin collection area, ensure the Owner's or Occupier's contractors collect bins between 8:00 am and 9:00 am Monday to Saturday and between 9:00 am to 10:00 am on Sundays;
- (5) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- (6) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- (7) store all bins, bottles, cardboard/paper and any other refuse within the relevant Commercial Lot and must not store bins, bottles, cardboard/paper or any other refuse on Common Property except when this is the bin collection area designated by the Owners Corporation;
- (8) comply with all health, noise and other regulations including the requirement of any Authority in carrying on the business from the Commercial Lot;

- (9) refrigerate perishable rubbish;
- (10) only wash down bins within the relevant Commercial Lot or in the bin collection area designated by the Owners Corporation (but not any car park lot) at times and in a manner, if any, designated by the Owners Corporation;
- (11) ensure that any mechanical fluing is appropriately filtered and any grease trap is cleared regularly;
- (12) ensure that all small utility deliveries occur between 7:00 am – 6:00 pm Monday to Friday and 8:00 am – 4:00 pm Saturdays and Sundays, ensuring no excessive or unnecessary noise occurs during these deliveries;
- (13) ensure that all large deliveries occur between 8:00 am – 6:00 pm Monday to Saturday ensuring no excessive or unnecessary noise occurs during these deliveries;
- (14) ensure that all deliveries (small and large) are accessed via any point of ingress nominated from time to time by the Building Manager;
- (15) not install electronic gaming machines in the Lot;
- (16) ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level consistent with applicable standards or codes is achieved;
- (17) not carry on the business (nor allow access to the Lot for cleaning) outside the hours of 7:00am and 1:00am on weekdays and 7:00am and 2:00am on weekends, taking all necessary steps reasonably necessary to minimise noise occurring before 8:00am and after 11:00pm unless otherwise entitled to as a matter of the law;
- (18) ensure that its patrons, invitees, guests, customers and suppliers comply with these rules; and
- (19) not allow heavy vehicles on the Common Property.

42.2 Operating hours for the Commercial Lots are:

- (1) not to exceed 7:00 am on a weekday until 1:00 am on the following day with a condition that during the period between midnight and 1:00 am on that following day:
 - (a) the primary activities to be carried out in the Lot are cleaning and getting the Lot ready for the next day's business;
 - (b) and until 7.00am on that following day at the earliest, the Owner or Occupier must not allow new patrons to enter the Lot; and
 - (c) the Owner or Occupier must use its best endeavours to encourage existing patrons to leave the property; and
- (2) not to exceed 7:00 am on a weekend day until 2:00 am on the following day with a condition that during the period between 1:00 am to 2:00 am on that following day:
 - (a) the primary activities to be carried out in the Lot are cleaning and getting the property ready for the next day's business;

- (b) and until 7.00am on that following day at the earliest, the Owner or Occupier must not allow new patrons to enter the Lot; and
- (c) the Owner or Occupier must use its best endeavours to encourage existing patrons to leave the Lot.

42.3 Nothing in this rule 42:

- (1) prevents or prohibits the Owner or Occupier of a Commercial Lot applying for, and obtaining, any planning permit, liquor licence, or any retail or commercial legislative consent or permit which the Owner or Occupier of any Commercial Lot may require, provided at all times the Owner or Occupier of any such Commercial Lot:
 - (a) operates lawfully;
 - (b) obtains each and every permit, liquor licence or other consent required; and
 - (c) operates within the terms of any such liquor licence, permit or consent; or
- (2) purports to state that trading from a Commercial Lot during the hours set out in rule 42.2 is permitted by any Authority or that no consent, permit or approval first needs to be obtained from an Authority to do so.

42.4 An Owner or Occupier of a Commercial Lot who sells or provides food from that Commercial Lot must make sure that cooking odours emitted from that Commercial Lot:

- (1) do not interfere with other Owners or Occupiers, including their peaceful enjoyment of the Common Area or their respective Lots; and
- (2) are within reasonable levels with appropriate exhausts and mechanical fluing installed and utilised as required.

43. Dispute Resolution

- 43.1 The grievance procedure set out in this rule applies to disputes involving any of an Owner, the Building Manager, the Owners Corporation Manager, an Occupier or the Owners Corporation.
- 43.2 The party making the complaint must prepare a written statement in the approved form or as determined by the Owners Corporation.
- 43.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 43.4 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.
- 43.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 43.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

- 43.7 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act or any replacement or re-enactment of Part 10 of the Act, including any renumbering of that provision.
- 43.8 This process is separate from and does not limit any further action under Part 10 of the Act or any replacement or re-enactment of Part 10 of the Act, including any renumbering of that provision.

44. Consent

- 44.1 Any consent or approval given by the Owners Corporation is not effective unless it is given in writing. Each Owner and Occupier acknowledges that it must not act on any verbal consent or approval received from the Owners Corporation unless and until it has been confirmed in writing.
- 44.2 Whenever the consent of the Owners Corporation is required unless otherwise specified in these rules, the Owners Corporation must be given reasonable notice of the request in writing and may delay, refuse or grant the consent or approval subject to any conditions which it deems fit in its absolute discretion.
- 44.3 If the Owners Corporation grants its consent or approval to an act, matter or thing, then it may revoke that consent or approval at any time and such consent or approval must not be construed as unlimited as to time or as consent to a repeat of the act, matter or thing unless the consent or approval expressly provides otherwise.

45. Access

An Owner or Occupier must permit the Owners Corporation to enter its Lot to inspect, repair or replace any part of the Lot, the Common Property or the Services. The Owners Corporation must give at least 3 Business Days prior notice (except in the case of an emergency where no notice is required) to the Owner or Occupier of such access and act reasonably to minimise any inconvenience to the Owner or Occupier.

46. Change of Ownership and Address

An Owner or Occupier must notify the Owners Corporation of any proposed change in the ownership of its Lot at least 1 week prior to the change occurring. An Owner must notify the Owners Corporation of any change to its postal or residential address within 1 week of the change.

47. GST

- 47.1 In this rule 47:
- (1) words or expressions used in this rule which have a particular meaning in the GST Law have the same meaning, unless the context otherwise requires;
 - (2) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;

- (3) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
 - (4) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.
- 47.2 Unless GST is expressly included, the consideration to be paid or provided under any Rule for any supply made under or in connection with these rules does not include GST.
- 47.3 To the extent that any supply made under or in connection with these rules is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided.
- 47.4 A party's right to payment under this rule is subject to a valid tax invoice being delivered to the recipient of the taxable supply.
- 47.5 To the extent that one party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.
- 47.6 To the extent that any consideration payable to a party under these rules is determined by reference to a cost incurred by a party, or is determined by reference to a price, value, sales, revenue or similar amount, the GST exclusive amount of that cost, price, value, sales, revenue or similar amount must be used.

48. Severability

If any provision in these rules is unenforceable, illegal or void or makes these Rules or any part of it unenforceable, illegal or void, then that provision is severed and the rest of these Rules remain in force.

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation 2 on Plan No. PS801387G

'Melbourne Village' – 83-113 Batman St, 385-399 Spencer St, Franklin Pl & McDougall Ln, West Melbourne, VIC 3003

This certificate is issued for: Lot 406 on Owners Corporation 2 Plan No. PS801387G
 83-113 Batman Street, 385-399 Spencer Street, Franklin Place & McDougall Lane
 West Melbourne, VIC 3003

This postal address for this lot is: 406/393 Spencer Street, West Melbourne VIC 3003

Applicant for certificate: HL Conveyancing

Delivery address for certificate: Via email: info@hlconveyancing.com.au

IMPORTANT:

The information in this certificate is issued on 30/10/2025. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au. A new certificate should be obtained if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees for the financial year 01/01/25 to 31/12/25 for the above lot are **\$474.14** payable quarterly in advance.

Levy Description	Admin Fund	Maintenance Fund	Total Amount Due	Due Date	Status
Quarterly Levy 01/01/25 to 31/03/25	\$101.60	\$8.47	\$110.07	01/01/25	Paid
Quarterly Levy 01/04/25 to 30/06/25	\$101.60	\$8.47	\$110.07	01/04/25	Paid
Quarterly Levy 01/07/25 to 30/09/25	\$101.60	\$8.47	\$110.07	01/07/25	Paid
Levy adjustment as per 2025	\$0.00	\$25.40	\$25.40	01/10/25	Paid
Quarterly Levy 01/10/25 to 31/12/25	\$101.60	\$16.93	\$118.53	01/10/25	Paid

- (b) The date up to which the fees for the lot have been paid:
 31/12/25
- (c) The total of any unpaid fees or charges (including special levies, penalty fees etc.) for the lot is:
 Nil.
- (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 Manager as at the date of this certificate.
- (f) The Owners Corporation presently has the following insurance cover:
 A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.
- (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.
- (h) The total funds held by the Owners Corporation as at 30/10/2025 are:
 An Owners Corporation Balance Sheet is attached to this Owners Corporation Certificate.
- (i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?
 None known to the Manager as at the date of this certificate.
- (j) Are there any current contracts, leases, licenses or agreements affecting the common property?
 The following contracts, leases, licenses and agreements were resolved/entered into at the Inaugural Meeting held 03/12/19. Copies of all executed documents are available to inspect by contacting the Owners Corporation Manager via email to info@mocs.com.au.
- Owners Corporation Management Agreement with Melbourne Owners Corporation Services Pty Ltd for management of Owners Corporation 2 for a term of three (3) years commencing 21/11/24;
 - Building Management Agreement with IF Melbourne Village Pty Ltd, the trustee for IF Melbourne Village Unit Trust (ABN 92 686 789 821) for the management of Owners Corporations 1 and 2 for an initial term of five (5) years and four further terms of (5) years commencing 03/12/19;
 - Letting Agreement to authorise IF Melbourne Village Pty Ltd, the trustee for IF Melbourne Village Unit Trust (ABN 92 686 789 821) as the approved letting agent for the building, able to provide letting services from within the building and granting a licence to use parts of the common property, by entering the Letting Agreement for an initial term of five (5) years and four further terms of (5) years each in the same form or substantially the same form as the Letting Agreement as tabled at the Inaugural General Meeting held 03/12/19.

- Deed of Consent and Assignment of Lease relating to the Equipment Lease Agreement between Melbavill Development Co Pty Ltd (ACN 167 843 503) with Fitness Equipment Finance Pty Ltd (ABN 71 067 489 365) for the lease of the list of goods detailed in Schedule 1 of the Equipment Lease Agreement for the term of forty-eight (48) months (from the delivery of goods date) at the rental rate of \$1,498.69 incl. GST per month in accordance with the terms and conditions as set out in Agreement tabled at the Inaugural General Meeting held 03/12/19.
- Telehousing Site Agreement between Spirit Telecom Limited and Owners Corporation No. 1 & 2 Plan No. PS801387G for the placement of telecommunications infrastructure on common property for the provision of high-speed internet access for the residents and other valueadded services for the building.
- Access License Agreement with Spencer House Pty Ltd as Licensee for a non-exclusive license to occupy and use part of the common property as marked on the Plan in Annexure "A" of the License Agreement for the sole benefit of the Licensee's Occupants and for purpose of permitted use as stated in the License Agreement.
- General Licence Agreement granted to Melbavill Development Co Pty Ltd (ACN 167 843 503) to use parts of the common property located outside or in the vicinity of a respective Lot to install signage necessary for the operations of businesses from the respective Lot in the same terms or substantially the same terms as the Signage Licences as tabled at the Inaugural General Meeting held 03/12/19.
- General Licences Agreements granted to Melbavill Development Co Pty Ltd (ACN 167 843 503) to use those parts of the common property located outside or in the vicinity of the respective Lot on the Plan to store plant and equipment that is necessary for the operations of businesses from the respective Lot in the same terms or substantially the same terms as the Plant and Equipment Licences as tabled at the Inaugural General Meeting held 03/12/19;
- Two (2) signage licence Agreements granted to IF Melbourne Village Pty Ltd, the trustee for IF Melbourne Village Unit Trust (ABN 686 789 821), to use parts of the common property, as shown on the plan annexed to the licences, located outside or in the vicinity of a respective Lot to install signage necessary for the operations of businesses from the respective Lots in the same terms or substantially the same terms as the Signage Licences as tabled at the Inaugural General Meeting held 03/12/19;
- Lease Agreements to Melbavill Development Co Pty Ltd (ACN 167 843 503) for use of parts of common property marked as L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, L11, L12, L24, L25, L26, L27, L29, L30, L31, L34, L36, L44, L45, L46, L47, L49, L50, L51, L52, L53, L54, L55, L56, L57, L58, L59, L60, L61, L62, L63, L64, L65, L66, L67, L68, L69, L70, L71, L71, L72, L73, L74, L75, L76, L77, L78, L79, L80, L81, L82, L83, L84, L85, L86, L87, L88 and L89 on the Annexed Plans of the Lease Agreements as tabled at the Inaugural General Meeting held 03/12/19 in the same terms or substantially the same terms as the Common Property Lease Agreements;
- Lot 101 – At the Inaugural General Meeting held 03/12/19 it was resolved that the Owners Corporation consent to the subdivision and development of Lot 101 on the Plan including:
 - a. the acquisition by the Owners Corporation in relation to any part of Lot 101 on the Plan from Melbavill Development Co Pty Ltd (ACN 167 843 503) that is determined by Melbavill Development Co Pty Ltd (ACN 167 843 503) as necessary to convert into Common Property;
 - b. the disposal by the Owners Corporation in relation to any part of Common Property on the Plan to Melbavill Development Co Pty Ltd (CAN 167 843 503) that is determined by Melbavill Development Co Pty Ltd (ACN 167 843 503) as necessary to develop and subdivide Lot 101 on the Plan;
 - c. the alteration of the boundaries of any land affected by the owners corporation, whether or not the alteration results in an increase or decrease of the area of land affected by the owner corporation;
 - d. the increase or reduction of the number of lots affected by the owners corporation;
 - e. the creation of new lots or new common property;
 - f. the variation and specification of the land to be land affected by that new owners corporation and variation and specification of lot entitlement and lot liability in relation to that owners corporation;
 - g. to merge with another owners corporation (created on the same or another plan) if -
 - i. none of the land affected by the first owners corporation is land affected by the other owners corporation and the merger would not result in the same land being land affected by 2 or more unlimited owners corporations; or
 - ii. one of the merging owners corporations is an unlimited owners corporation and the land affected by that owners corporation includes all the land affected by all other merging limited owners corporations;
 - h. to create, vary or remove any easement or restriction (including an implied easement);
 - i. to create, alter or extinguish lot entitlement or lot liability in any way necessary because of the exercise of its other powers under this section;
 - j. to create roads or reserves.

which may be required as a result of Melbavill Development Co Pty Ltd's subdivision and development of Lot 101. This Special Resolution is valid for 25 years from 03/12/19.

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

Telehousing Site Agreement between Spirit Telecom Limited and Owners Corporation No. 1 & 2 Plan No. PS801387G for the placement of telecommunications infrastructure on common property for the provision of high-speed internet access for the residents and other valueadded services for the building.

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

None known to the Manager as at the date of this certificate.

(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?

There are some building defects identified. The owners corporation has engaged Moray & Agnew to issue a formal letter of demand to Maxcon Constructions. Maxcon Constructions has acknowledged receipt of the letter and has returned to the site for rectification work. If the rectification proves unsatisfactory, the owners corporation may pursue resolution through VCAT against the builder.

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

The appointed Owners Corporation Manager is:

Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)

PO Box 2228, Hawthorn, VIC 3122

Phone: 03 9818 2488

Email: info@mocs.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 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
- A copy of the Minutes of the Annual General Meeting;
- A copy of the Certificate of Currency;
- A copy of the Owners Corporation 2 Balance Sheet;
- A copy of the Registered Rules of the Owners Corporation.

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: 30/10/2025



On behalf of Owners Corporation 2 on Plan No. PS801387G

Lisa Loh

Melbourne Owners Corporation Services Pty Ltd

PO Box 2228, HAWTHORN, VIC 3122

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

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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 Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Balance Sheet

As at 30/10/2025

Owners Corporation No. 2 PS801387G
 (Residential)

Melbourne Village, 385-399 Spencer Street, West
 Melbourne VIC 3003

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	12,946.48
Owners Equity--Admin	143,944.80
	156,891.28
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	74,369.36
Owners Equity--Maintenance	113,241.88
	187,611.24
Net owners' funds	\$344,502.52

Represented by:

Assets

Administrative Fund	
Cash at bank--Admin	53,072.60
OC Transfer Expense	6,275.92
Receivable--Levies--Admin	5,976.25
Receivable--Owners--Admin	1,266.06
Macquarie TD - Admin Fund	43,783.35
Macquarie TD - Admin Fund 2	51,166.17
	161,540.35
Maintenance Fund	
Cash at bank--Maintenance	99,633.73
Receivable--Levies--Maintenance	1,440.47
Macquarie TD - Maintenance Fund 1	87,566.71
	188,640.91
Unallocated Money	
Cash at bank--Unallocated	10,076.55
	10,076.55
Total assets	360,257.81

Less liabilities

Administrative Fund	
Creditor--GST--Admin	2,471.14
Creditors--Other--Admin	1,380.50
Prepaid Levies--Admin	797.43
	4,649.07
Maintenance Fund	
Creditor--GST--Maintenance	896.79
Prepaid Levies--Maintenance	132.88
	1,029.67
Unallocated Money	

	Current period
Prepaid Levies--Unallocated	10,076.55
	<u>10,076.55</u>
Total liabilities	<u>15,755.29</u>
Net assets	<u>\$344,502.52</u>



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006056741
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	06/12/2024 to 06/12/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 801387G
Situation	83-113 BATMAN STREET WEST MELBOURNE VIC 3003
Additional description	FULL RISK ADDRESS: 83 -113 BATMAN STREET AND 385-399 SPENCER STREET, WEST MELBOURNE VIC 3003

Policies Selected

Policy 1 – Insured Property

Building: \$224,720,000
Common Area Contents: \$2,247,200
Loss of Rent & Temporary Accommodation (total payable): \$33,708,000

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

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



Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

06/12/2024

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 QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION NO. 1 & 2 ON PLAN NO. PS801387G

Melbourne Village, 385-399 Spencer Street, West Melbourne Vic 3003

DATE, PLACE & TIME OF MEETING:	An Annual General Meeting of the Owners Corporation was held on:
	Date: Wednesday, 28 May 2025
	Time: 5:30 PM
	Venue: Melbourne Village Library lounge, Level 3

1. QUORUM:

Owners Corporation 1 (Unlimited)

Present:

Lot 303	Gary Ko
Lot 318	Timothy Davis
Lot W404	Kenneth Philips
Lot W409	Shasi Polwattage & Rasika Rathnapriya
Lot W414	Nathanuelle Willis
Lot 509	Kyna Leong
Lot 1002	Jurgen Michaelis
Lot W1202	Jie Hui Yuan
Lot 1206	Chen Mei (Christina) Tao
Lot W1211	Teck Fei Low
Lot W1512	Yan Hu & Li Xin Pu
Lot W1601	Rosa Peterson
Lot W1603	Tricia Arbon
Lot W1604	Vicky Lee
Lot W1613	Yvonne Chen
Lot 1702	Miro Samarakoon & Xiao Qian Wang
Lot 1709	Hui (Peter) Huang
Lot 1802	Yashwant Tipirneni
Lot W2111	Ahmed Ibrahim
Lot W2309	Jonathan Mansour
Lot W2503	Lin Cheng

Proxies:

Lot	B2	377 Spencer Street Pty Ltd	in favour of	Jeffrey Yue
Lot	301	Zheng Rong Wang & Jie Hui Yuan	in favour of	Kelly Jing
Lot	306	Elsa Kwan & Delius Lau	in favour of	Ying Jia
Lot	307	Tian Yuan	in favour of	Ying Jia
Lot	311	Tian Yuan	in favour of	Ying Jia

Lot	317	Lisenjia Pty Ltd	in favour of	Ellen Bian
Lot	324	Lisenjia Pty Ltd	in favour of	Christina Tao
Lot	401	Hanbing Yi	in favour of	Ellen Bian
Lot	404	Shuotian Chen	in favour of	Ellen Bian
Lot	405	Junlong Zhang & Xinyuan Li	in favour of	Christina Tao
Lot	406	Bryan Tan	in favour of	Christina Tao
Lot	W413	Chee Chee Saw	in favour of	Ryan Ding
Lot	W415	Sheng Ning Meng & Xiang Li Meng	in favour of	Jeffrey Yue
Lot	505	Yuan Tao & Yongjie Yang	in favour of	Kelly Jing
Lot	W508	Chengjin Zhou	in favour of	Ying Jia
Lot	511	Qi Cui & Yizhang Ni	in favour of	Ellen Bian
Lot	W514	Yiming Zhang & Jiayue Gao	in favour of	Kelly Jing
Lot	W515	Zheng Rong Wang & Jie Hui Yuan	in favour of	Ying Jia
Lot	601	Cheng Chi	in favour of	Ellen Bian
Lot	W602	Phillip Su	in favour of	Kelly Jing
Lot	W608	Xueying Zhang	in favour of	Ying Jia
Lot	611	Yuan Gao	in favour of	Kelly Jing
Lot	W611	Andre Mohr	in favour of	Ying Jia
Lot	W613	Fung Choi So & King Chor So	in favour of	Daisy So
Lot	W702	Lei Zhang & Na Zhang	in favour of	Ying Jia
Lot	703	Jiandi Yang & Junquan Deng	in favour of	Ellen Bian
Lot	W704	Xiumin Mao	in favour of	Kelly Jing
Lot	706	Qi Wu	in favour of	Ellen Bian
Lot	W707	Zhijuan Li	in favour of	Ying Jia
Lot	W714	Yangmengfei Xu	in favour of	Kelly Jing
Lot	W801	Aisanwa Pty Ltd	in favour of	Ying Jia
Lot	808	Ying Zhang	in favour of	Ellen Bian
Lot	809	Siew Lan Chew	in favour of	Ellen Bian
Lot	W814	Shao-Yu Lee	in favour of	Kelly Jing
Lot	W903	Jin Wang & Li Yang	in favour of	Jeffrey Yue
Lot	904	Chau Ping Ha & Tui Wah Cheung	in favour of	Ellen Bian
Lot	W905	Mr Yun Yao	in favour of	Ying Jia
Lot	W906	Bowei Li & Kathy Li	in favour of	Kelly Jing
Lot	908	Lei Guo	in favour of	Ellen Bian
Lot	W912	Wenchao Rong	in favour of	Ying Jia
Lot	W915	Jianing Liu	in favour of	Ying Jia

Lot	W1004	Ying Ho Lui & Bao Lian Yu	in favour of	Ying Jia
Lot	W1007	Emily Shen	in favour of	Ryan Ding
Lot	1008	Weiyi Cai (Willis) & Yamei Wu	in favour of	Kelly Jing
Lot	1009	Che Wei Hsu	in favour of	Ellen Bian
Lot	W1009	Wan-Ting Lin & Li Liang	in favour of	Jeffrey Yue
Lot	1010	Pardaman Singh & Manjeet Saini	in favour of	Christina Tao
Lot	W1012	Bing Tan	in favour of	Ellen Bian
Lot	W1013	Xinyi Zheng	in favour of	Ying Jia
Lot	W1104	Baiqing Liu	in favour of	Ying Jia
Lot	1107	Yuanhan Zheng & Jun Lin	in favour of	Christina Tao
Lot	1108	Khiralal Katwe & Meena Katwe	in favour of	Ellen Bian
Lot	W1111	Chung Wah Caroline Wan	in favour of	Ellen Bian
Lot	W1112	So Pan Luk	in favour of	Ellen Bian
Lot	W1114	Beverley Stewart & David Ardley	in favour of	Ryan Ding
Lot	W1115	Wanting Cui & Shuonan Zhou	in favour of	Ying Jia
Lot	W1201	Chunhua Lu	in favour of	Stephanie Chai
Lot	1207	Gina Yang	in favour of	Ellen Bian
Lot	1208	Wei Chen Zhang	in favour of	Kelly Jing
Lot	1209	Jennifer Hsu & Jin Sung Chuah	in favour of	Ellen Bian
Lot	1211	Zhirong Li	in favour of	Christina Tao
Lot	1305	Yi Shang	in favour of	Christina Tao
Lot	W1309	Rachel Pan	in favour of	Ellen Bian
Lot	W1313	Duncan Leung	in favour of	Stephanie Chai
Lot	W1401	Jedidiah Investments Group Pty Ltd	in favour of	Stephanie Chai
Lot	W1402	Katherine & Michael Neilson	in favour of	Ellen Bian
Lot	1404	Qijun Wang & Ying Zhuang	in favour of	Christina Tao
Lot	W1404	Yang Cai	in favour of	Kelly Jing
Lot	1405	Jianfeng Mo	in favour of	Christina Tao
Lot	1406	Yu Pu	in favour of	Christina Tao
Lot	1408	Ting Executive Pty Ltd	in favour of	Kelly Jing
Lot	1409	Fang Wang	in favour of	Kelly Jing
Lot	W1505	Kit Wan Iris Leung	in favour of	Ryan Ding
Lot	W1507	Guanglu Zhang	in favour of	Stephanie Chai

Lot	1508	Yan Sun	in favour of	Christina Tao
Lot	W1511	Linda Hengen	in favour of	Stephanie Chai
Lot	W1513	Jiang Wang	in favour of	Stephanie Chai
Lot	W1602	Gilbert Lieu & Davee Heng	in favour of	Ellen Bian
Lot	1607	Li Sen Jia	in favour of	Christina Tao
Lot	W1607	Yuan Hai	in favour of	Stephanie Chai
Lot	W1609	Mak Yeung	in favour of	Stephanie Chai
Lot	W1611	Chin Chien Lee	in favour of	Stephanie Chai
Lot	W1612	Yeung Sok	in favour of	Stephanie Chai
Lot	W1705	Felix Yihong Lin	in favour of	Stephanie Chai
Lot	W1706	Yuyan Yang	in favour of	Jeffrey Yue
Lot	1707	Zhenda Zhou & Qing Xi	in favour of	Christina Tao
Lot	W1714	Tanvi Uchil	in favour of	Ellen Bian
Lot	W1802	Miss Sealand Sun	in favour of	Stephanie Chai
Lot	W1803	Danling Zhuang	in favour of	Stephanie Chai
Lot	1805	Baypin Pty Ltd	in favour of	Christina Tao
Lot	W1806	Chunmei Guo & Yueping Yang	in favour of	Stephanie Chai
Lot	W1814	Haibing Huang	in favour of	Stephanie Chai
Lot	W1912	Yi Wu	in favour of	Kelly Jing
Lot	W1913	SiQi Xun	in favour of	Kelly Jing
Lot	2001	Hue Jie Dong	in favour of	Christina Tao
Lot	W2001	HY & R Pty Ltd	in favour of	Stephanie Chai
Lot	2004	Qiaowen Lin	in favour of	Jeffrey Yue
Lot	W2010	Yuan Pan	in favour of	Jeffrey Yue
Lot	W2015	Jun Jing	in favour of	Ryan Ding
Lot	W2103	Ravinder Singh & Nirmal Singh	in favour of	Ryan Ding
Lot	W2106	Shuai Wang	in favour of	Kelly Jing
Lot	W2108	Xie Rong	in favour of	Kelly Jing
Lot	W2114	Smadar Kaplan	in favour of	Ryan Ding
Lot	W2115	YiQian Chen & Feng Qiu	in favour of	Ryan Ding
Lot	W2207	Junyi Wang	in favour of	Ryan Ding
Lot	W2213	Jianing Liu	in favour of	Ying Jia
Lot	W2215	Arthur Yuen & Sharon Mo	in favour of	Ryan Ding
Lot	W2302	Emily Lu	in favour of	Ryan Ding
Lot	W2307	Haiyang Wang	in favour of	Ryan Ding
Lot	W2310	Huiguo Shen	in favour of	Ryan Ding
Lot	W2401	J & GY Investment Pty Ltd	in favour of	Stephanie Chai

Lot	W2404	Zhuoyin Gu & Jianrong Chen	in favour of	Ryan Ding
Lot	W2407	Zhen Li	in favour of	Ryan Ding
Lot	W2501	Min Tang & Theera Piratanakorn	in favour of	Ryan Ding
Lot	W2507	Sheila Mo & Cheuk Yin Ng	in favour of	Ryan Ding
Lot	W2606	Simon Chang	in favour of	Kelly Jing
Lot	W2608	Meina Xing & Mr Hua Jin	in favour of	Ryan Ding

Owners Corporation 2 (Residential)

Present:

Lot 303	Gary Ko
Lot 318	Timothy Davis
Lot W404	Kenneth Philips
Lot W409	Shasi Polwattage & Rasika Rathnapriya
Lot W414	Nathanuelle Willis
Lot 509	Kyna Leong
Lot 909	Li Zhang
Lot 1002	Jurgen Michaelis
Lot W1202	Jie Hui Yuan
Lot 1206	Chenmei (Christina) Tao
Lot W1211	Teck Fei Low
Lot W1512	Yan Hu & Lixin Pu
Lot W1601	Rosa Peterson
Lot W1603	Tricia Arbon
Lot W1604	Vicky Lee
Lot W1613	Yvonne Chen
Lot 1702	Miro Samarakoon & Xiaoqian Wang
Lot 1709	Hui Huang
Lot 1802	Yashwant Tipirneni
Lot W2111	Ahmed Ibrahim
Lot W2309	Jonathan Mansour
Lot W2503	Lin Cheng

Proxies:

Lot	301	Zheng Rong Wang & Jie Hui Yuan	in favour of	Kelly Jing
Lot	306	Elsa Kwan & Lau	in favour of	Ying Jia
Lot	307	Tian Yuan	in favour of	Ying Jia
Lot	311	Tian Yuan	in favour of	Ying Jia
Lot	317	Lisenjia Pty Ltd	in favour of	Ellen Bian
Lot	324	Lisenjia Pty Ltd	in favour of	Christina Tao
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Lot	405	Junlong Zhang & Xinyuan Li	in favour of	Christina Tao
Lot	406	Bryan Tan	in favour of	Christina Tao
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Lot	611	Yuan Gao	in favour of	Kelly Jing
Lot	W611	Andre Mohr	in favour of	Ying Jia
Lot	W613	Fung Choi So & King Chor So	in favour of	Daisy So
Lot	W702	Lei Zhang & Na Zhang	in favour of	Ying Jia
Lot	703	Jiandi Yang & Junquan Deng	in favour of	Ellen Bian
Lot	W704	Xiumin Mao	in favour of	Kelly Jing
Lot	706	Qi Wu	in favour of	Ellen Bian
Lot	W707	Zhijuan Li	in favour of	Ying Jia
Lot	W714	Yangmengfei Xu	in favour of	Kelly Jing
Lot	W801	Aisanwa Pty Ltd	in favour of	Ying Jia
Lot	808	Ying Zhang	in favour of	Ellen Bian
Lot	809	Siew Lan Chew	in favour of	Ellen Bian
Lot	W814	Shao-Yu Lee	in favour of	Kelly Jing
Lot	W903	Jin Wang & Li Yang	in favour of	Jeffrey Yue
Lot	904	Chau Ping Ha & Tui Wah Cheung	in favour of	Ellen Bian
Lot	W905	Mr Yun Yao	in favour of	Ying Jia
Lot	W906	Bowei Li & Kathy Li	in favour of	Kelly Jing
Lot	908	Lei Guo	in favour of	Ellen Bian
Lot	W912	Wenchao Rong	in favour of	Ying Jia
Lot	W915	Jianing Liu	in favour of	Ying Jia
Lot	W1004	Ying Ho Lui & Bao Lian Yu	in favour of	Ying Jia
Lot	W1007	Emily Shen	in favour of	Ryan Ding

Lot	1008	Weiyi Cai (Willis) & Yamei Wu	in favour of	Kelly Jing
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Lot	W1009	Wan-Ting Lin & Li Liang	in favour of	Jeffrey Yue
Lot	1010	Pardaman Singh & Manjeet Saini	in favour of	Christina Tao
Lot	W1012	Bing Tan	in favour of	Ellen Bian
Lot	W1013	Xinyi Zheng	in favour of	Ying Jia
Lot	W1104	Baiqing Liu	in favour of	Ying Jia
Lot	1107	Yuanhan Zheng & Jun Lin	in favour of	Christina Tao
Lot	1108	Khiralal Katwe & Meena Katwe	in favour of	Ellen Bian
Lot	W1111	Chung Wah Caroline Wan	in favour of	Ellen Bian
Lot	W1112	So Pan Luk	in favour of	Ellen Bian
Lot	W1114	Beverley Stewart & David Ardley	in favour of	Ryan Ding
Lot	W1115	Wanting Cui & Shuonan Zhou	in favour of	Ying Jia
Lot	W1201	Chunhua Lu	in favour of	Stephanie Chai
Lot	1207	Gina Yang	in favour of	Ellen Bian
Lot	1208	Wei Chen Zhang	in favour of	Kelly Jing
Lot	1209	Jennifer Hsu & Jin Sung Chuah	in favour of	Ellen Bian
Lot	1211	Zhirong Li	in favour of	Christina Tao
Lot	1305	Yi Shang	in favour of	Christina Tao
Lot	W1309	Rachel Pan	in favour of	Ellen Bian
Lot	W1313	Duncan Leung	in favour of	Stephanie Chai
Lot	W1401	Jedidiah Investments Group Pty Ltd	in favour of	Stephanie Chai
Lot	W1402	Katherine & Michael Neilson	in favour of	Ellen Bian
Lot	1404	Qijun Wang & Ying Zhuang	in favour of	Christina Tao
Lot	W1404	Yang Cai	in favour of	Kelly Jing
Lot	1405	Jianfeng Mo	in favour of	Christina Tao
Lot	1406	Yu Pu	in favour of	Christina Tao
Lot	1408	Ting Executive Pty Ltd	in favour of	Kelly Jing
Lot	1409	Fang Wang	in favour of	Kelly Jing
Lot	W1505	Kit Wan Iris Leung	in favour of	Ryan Ding
Lot	W1507	Guanglu Zhang	in favour of	Stephanie Chai
Lot	1508	Yan Sun	in favour of	Christina Tao
Lot	W1511	Linda Hengen	in favour of	Stephanie Chai

Lot	W1513	Jiang Wang	in favour of	Stephanie Chai
Lot	W1602	Gilbert Lieu & Davee Heng	in favour of	Ellen Bian
Lot	1607	Li Sen Jia	in favour of	Christina Tao
Lot	W1607	Yuan Hai	in favour of	Stephanie Chai
Lot	W1609	Mak Yeung	in favour of	Stephanie Chai
Lot	W1611	Chin Chien Lee	in favour of	Stephanie Chai
Lot	W1612	Yeung Sok	in favour of	Stephanie Chai
Lot	W1705	Felix Yihong Lin	in favour of	Stephanie Chai
Lot	W1706	Yuyan Yang	in favour of	Jeffrey Yue
Lot	1707	Zhenda Zhou & Qing Xi	in favour of	Christina Tao
Lot	W1714	Tanvi Uchil	in favour of	Ellen Bian
Lot	W1802	Miss Sealand Sun	in favour of	Stephanie Chai
Lot	W1803	Danling Zhuang	in favour of	Stephanie Chai
Lot	1805	Baypin Pty Ltd	in favour of	Christina Tao
Lot	W1806	Chunmei Guo & Yueping Yang	in favour of	Stephanie Chai
Lot	W1814	Haibing Huang	in favour of	Stephanie Chai
Lot	W1912	Yi Wu	in favour of	Kelly Jing
Lot	W1913	SiQi Xun	in favour of	Kelly Jing
Lot	2001	Hue Jie Dong	in favour of	Christina Tao
Lot	W2001	HY & R Pty Ltd	in favour of	Stephanie Chai
Lot	2004	Qiaowen Lin	in favour of	Jeffrey Yue
Lot	W2010	Yuan Pan	in favour of	Jeffrey Yue
Lot	W2015	Jun Jing	in favour of	Ryan Ding
Lot	W2103	Ravinder Singh & Nirmal Singh	in favour of	Ryan Ding
Lot	W2106	Shuai Wang	in favour of	Kelly Jing
Lot	W2108	Xie Rong	in favour of	Kelly Jing
Lot	W2114	Smadar Kaplan	in favour of	Ryan Ding
Lot	W2115	YiQian Chen & Feng Qiu	in favour of	Ryan Ding
Lot	W2207	Junyi Wang	in favour of	Ryan Ding
Lot	W2213	Jianing Liu	in favour of	Ying Jia
Lot	W2215	Arthur Yuen & Sharon Mo	in favour of	Ryan Ding
Lot	W2302	Emily Lu	in favour of	Ryan Ding
Lot	W2307	Haiyang Wang	in favour of	Ryan Ding
Lot	W2310	Huiguo Shen	in favour of	Ryan Ding
Lot	W2401	J & GY Investment Pty Ltd	in favour of	Stephanie Chai
Lot	W2404	Zhuoyin Gu & Jianrong Chen	in favour of	Ryan Ding
Lot	W2407	Zhen Li	in favour of	Ryan Ding

Lot	W2501	Min Tang & Theera Piratanakorn	in favour of	Ryan Ding
Lot	W2507	Sheila Mo & Cheuk Yin Ng	in favour of	Ryan Ding
Lot	W2606	Simon Chang	in favour of	Kelly Jing
Lot	W2608	Meina Xing & Mr Hua Jin	in favour of	Ryan Ding

Apology:

Lot 101A Benjamin Shields
Lot W2010 Yuan Pan

In Attendance:

Kiara Wang accompanying Lot 318
Adam Costa accompanying Lot W1613
Lisa Loh – Senior Owners Corporation Manager – MOCS
Evi Tanuwidjaja – Finance Manager – MOCS
Jie Zhang – Assistant OC Manager – MOCS
Veronica Yuanita – Executive Assistant - MOCS
Debraj Bandyopadhyay – Associate Director - UBMC
Tolga Topcuoglu –General Manager Operations- UBMC
Fahad Mustafa – Building Manager - UBMC

2. CHAIRPERSON:

It was resolved:

To appoint Lisa Loh to chair the meeting.

3. MINUTES:

It was resolved:

That the minutes of the previous Annual General Meeting held on 21/03/2024 as attached to the Notice of Meeting be accepted.

4. INSURANCE:

It was resolved:

- a) That the insurance policy Certificate of Currency as attached to the Notice of Meeting be accepted. The insurance policy is based on the valuation dated 13/06/2024. A copy of the valuation report prepared by BIV Reports Pty Limited is attached to the Notice of Meeting.
- b) To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.

- c) That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.

It was noted that:

- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

5. REPORTS:

It was resolved:

To accept the following reports that were attached to the Notice of Meeting:

- a) Committee's Report
- b) Building Manager's Report
- c) Owner Corporation Manager's Report

6. AUDITOR:

It was resolved:

Owners Corporation 1 (unlimited) & 2 (residential)

- a) To accept the auditor's report on the financial statements for the period 01/01/2024 to 31/12/2024 as attached to the Notice of Meeting.
- b) To undertake an annual financial audit/review for the period ending 31/12/2025.

7. FINANCIAL REPORTS: It was resolved:

a) Owners Corporation 1 (unlimited) & 2 (residential)

That the Owners Corporation No. 1 & 2 financial statements for the period 01/01/2024 to 31/12/2024 as attached to the Notice of Meeting be tabled and accepted.

8. BUDGET & CONTRIBUTIONS:

It was Resolved:

Owners Corporation 1 (unlimited)

- a) That the proposed Owners Corporation No. 1 Administration Fund Budget for the period 01/01/2025 to 31/12/2025, as attached to the Notice of Meeting be tabled and accepted.
- b) That the Owners Corporation No. 1 Administration Fund contribution be set at **\$1,600,000.00 plus GST** per annum to commence on the 01/01/2025.
- c) That the Owners Corporation No. 1 Maintenance Fund contribution be set at **\$80,000.00 plus GST** per annum to commence on the 01/01/2025.
- d) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 1 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January, 1st April, 1st July and 1st October of each year.
- e) That an adjustment levy totaling **\$45,000 plus GST** be struck and levied on a Unit of Lot Liability basis to collect the increase in the Owners Corporation No. 1 Administrative Levy contributions for the period 01/01/2025 to 30/09/2025. The adjustment levy is due and payable on 01/10/2025.

Owners Corporation 2 (residential)

- f) That the proposed Owners Corporation No. 2 Administration Fund Budget for the period 01/01/2025 to 31/12/2025, as attached to the Notice of Meeting be tabled and accepted.
- g) That the Owners Corporation No. 2 Administration Fund contribution be set at **\$240,000.00 plus GST** per annum to commence on the 01/01/2025.
- h) That the Owners Corporation No. 2 Maintenance Fund contribution be set at **\$40,000.00 plus GST** per annum to commence on the 01/01/2025.

- i) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 2 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January, 1st April, 1st July and 1st October of each year
- j) That an adjustment levy totaling **\$15,000 plus GST** be struck and levied on a Unit of Lot Liability basis to collect the increase in the Owners Corporation No. 2 Administrative Levy contributions for the period 01/01/2025 to 30/09/2025. The adjustment levy is due and payable on 01/10/2025.

9. ARREARS & PENALTY INTEREST:

It was resolved:

- a) That Owners Corporation 1 & 2 on Plan No. PS801387G continues to charge penalty interest on money owed by a Member 28 day 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.
- b) That Owners Corporation 1 & 2 on Plan No. PS801387G arrange for the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.
- c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners and/or Melbourne Owners Corporation Services Pty Ltd in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
- d) That Owners Corporation 1 & 2 on Plan No. PS801387G delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to \$10.00. All other amounts require approval from the Committee.

It was noted that:

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.

- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

10. APPOINTMENT OF COMMITTEE:

It was Resolved:

Owners Corporation 1

- a) That the maximum number of Committee members for Owners Corporation No. 1 on Plan No. PS801387G be set at no more than seven.
- b) That the following persons be elected to the Committee for Owners Corporation No. 1 on Plan No. PS801387G.
 1. Lot 101A – Benjamin Sheilds (7,940 votes)
 2. Lot B02 – Jeffrey Yue (7,592 votes)
 3. Lot 317 – Ellen Bian (7,593 votes)
 4. Lot W414 – Nathanelle Willis (8,168 votes)
 5. Lot E509 – Kyna Leong (7,047 votes)
 6. Lot E1002 – Jurgen Michaelis (7,209 votes)
 7. Lot E1206 – Christina Tao (7,714 votes)
- c) It was resolved that Chairperson of Owners Corporation No. 1 on Plan No. PS801387G be elected at the first committee meeting.
- d) It was resolved that the Secretary of Owners Corporation No. 1 on Plan No. PS801387G be elected at the first committee meeting.
- e) That at least three members of the Committee be members of the Grievance Committee as needed.

Owners Corporation 2

- f) That the maximum number of Committee members for Owners Corporation No. 1 on Plan No. PS801387G be set at no more than seven.
- g) That the following persons be elected to the Committee for Owners Corporation No. 2 on Plan No. PS801387G.
 1. Lot 317 – Ellen Bian (7,002 votes)
 2. Lot W414- Nathanelle Willis (7,577 votes)
 3. Lot E509 – Kyna Leong (7,118 votes)
 4. Lot E1002 – Jurgen Michaelis (7,209 votes)
 5. LotW1007 – Ryan Ding (6,867 votes)

- 6. Lot E1206 – Christina Tao (7,194 votes)
- 7. Lot E1802 – Yashwant Tipirneni (7,062 votes)

- h) It was resolved that the Chairperson of Owners Corporation No. 2 on Plan No. PS801387G be elected at the first committee meeting.
- i) It was resolved that the Secretary of Owners Corporation No. 2 on Plan No. PS801387G be elected at the first committee meeting.
- j) That at least three members of the Committee be members of the Grievance Committee as needed.

11. INSTRUMENT OF DELEGATION:

It was resolved:

Owners Corporation 1 (unlimited) & 2 (residential)

- a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation No. 1 & 2 Committees to ensure the efficient and effective operation of the Owners Corporations except for the removal/termination of the Committee or officer of the owners corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.
- b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Melbourne Owners Corporation Services Pty Ltd, to carry out the functions and duties as set out in the Contract of Appointment.

12. ESSENTIAL SAFETY:

It was noted that each Member is reminded of their responsibility for the maintenance and reporting on essential service requirements including but not limited to balcony, balustrade, smoke detectors, sprinkler heads and the entry door within their lot if non-compliant to the appropriate Australian Standards.

13. PRIVATE LOT MAINTENANCE:

Owners Corporation Act 2006 – Section 129: A lot owner must—

- a) *properly maintain in a state of good and serviceable repair any part of the lot that affects the outward appearance of the lot or the use or enjoyment of other lots or the common property; and*
- b) *maintain any service that serves that lot exclusively.*

It was noted that each member is reminded that they are responsible for the upkeep and maintenance of any services or fixtures that solely service their individual lot. This includes, but is not limited to, air-conditioning units, balcony floor waste outlets, tempering valves, and tap/kitchen mixer connections, etc.

14. GENERAL BUSINESS: There is no general business raised.

15. CLOSE OF MEETING: There being no further business, the meeting was closed at 7:26PM



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Melbourne Village

Owners Corporation Rules

Owners Corporation No.2 801387G

(Residential Lots)

Table of Contents

1.	Meanings.....	1
2.	Behaviour	3
3.	Vehicles.....	4
4.	Damage to Common Property.....	4
5.	Storage of Bicycles.....	4
6.	Invitees	5
7.	Lessees/Licensees and Short Stay Occupants.....	5
8.	Swimming Pool.....	6
9.	Gymnasium	7
10.	Cleaning Windows and Doors	8
11.	Appearance of Lot	8
12.	Change in Use of Lot to be Notified	8
13.	Preservation of Fire Safety.....	8
14.	Storage of Dangerous Substances	9
15.	Provision of Amenities or Services.....	9
16.	Signage	10
17.	Usage - Insurance	11
18.	Maintain the Lot.....	11
19.	Maintain garden beds.....	11
20.	Floor Load Limits.....	11
21.	Services.....	12
22.	Telephone Lines.....	12
23.	Mail.....	12
24.	Exclusive Use	12
25.	Garbage Disposal.....	13
26.	Rubbish Chutes.....	14
27.	Control on Hours of Operation and Use of Facilities	15
28.	Building Lifts	15
29.	Security Keys	15
30.	Security	16
31.	Maintenance of Common Property.....	16
32.	Alterations or Works to Lots	16
33.	Rules and Regulations	18
34.	The Name.....	19
35.	Licences to Use Common Property.....	19
36.	Agreement with the Building Manager	20
37.	Agreement with Letting Manager	21
38.	Financier Deed	22
39.	Commercial Lots	23
40.	Prevention of nuisance and hazards	23
41.	Default, interest and risk.....	24

42.	Intentionally Deleted	26
43.	Dispute Resolution	26
44.	Consent	27
45.	Access	27
46.	Change of Ownership and Address	27
47.	GST	27
48.	Severability	28

1. Meanings

1.1 In these rules, these terms (in any form) mean:

- (1) **Act** means the *Owners Corporation Act 2006* (Vic) and includes its associated regulations, as amended from time to time.
- (2) **Authority** means any Governmental Agency or any statutory, public or other authority having jurisdiction over the Building.
- (3) **Bicycle Store** means each area designated by the Owners Corporation for the storage of bicycles (if any).
- (4) **Building** means the building or buildings constructed on the Land.
- (5) **Building Lifts** means the lifts installed in the Common Property.
- (6) **Building Manager** means the person or entity engaged by the Owners Corporation to assist with the day to day running of the Building, which without limitation may include providing access to respective maintenance contractors, reporting breaches to the Owners Corporation Manager, advising the Owners Corporation Manager of any areas of concern, such as health and safety.
- (7) **Building Management Agreement** refers to the agreement entered into by the Owners Corporation and the Building Manager in relation to the caretaking and maintenance of the Complex as contemplated under rule 36.
- (8) **Complex** means all buildings and improvements within the Plan.
- (9) **Commercial Lot** means a Lot which is intended to be used or is permitted to be used or is used for commercial purposes from time to time.
- (10) **Common Property** means so much of the Land as from time to time is not comprised in any Lot and which is denoted on the Plan as common property no.1.
- (11) **Guidelines** means any guideline or regulation for the effective management of the Building and administration of these rules, as determined by the Owners Corporation from time to time.
- (12) **Governmental Agency** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.
- (13) **GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* and includes regulations, rulings and determinations made under that act.
- (14) **Land** means the whole of the land in the Plan comprising of the Lots and the Common Property and any improvements on it.
- (15) **Letting Manager** means the person or entity appointed under the Letting and Licence Deed.
- (16) **Letting and Licence Deed** means the Letting and Licence Deed entered into pursuant to Rule 37 and 38.1.

- (17) **Lot** means a lot in the Plan.
- (18) **Occupier** means the occupier, short-stay occupant, lessee or licensee of a Lot.
- (19) **Owner** means the registered proprietor of a Lot or the mortgagee in possession of a Lot.
- (20) **Owners Corporation** means the Owners Corporation No. 2 constituted on registration of the Plan (as the context requires).
- (21) **Owners Corporation Manager** means the person or company together with its successors and permitted assigns for the time being appointed by the Owners Corporation to manage the Building on behalf of the Owners Corporation and where not repugnant to the context includes the agents, employees and contractors of that person or company.
- (22) **Plan** means Plan of Subdivision No. PS801387G.
- (23) **rules** mean these rules made by the Owners Corporation in accordance with the Act (as they may be amended or changed in accordance with the Act).
- (24) **Security Key** means anything including without limitation keys and access cards issued by or on behalf of the Owners Corporation and which enables access to any part of the Building or Common Property or both, either singly or in combination with another Security Key, and includes a copy of any such item regardless of who made or procured the copy.
- (25) **Services** means all services of any nature provided to a Lot, the Common Property or available for use by an Owner or Occupier from time to time including any energy source, utility service, security, ventilation, drainage, air conditioner, hydraulic or elevator service, plant room, thermostat or system control, fixture, fitting, appliance, plant, equipment, fire sprinkler, fire service or any other system or service used on the Land from time to time whether or not they are owned by the Owners Corporation.
- (26) **short-stay accommodation** has the same meaning given to it under the Act.
- (27) **short-stay accommodation arrangement** has the same meaning given to it under the Act.
- (28) **short-stay provider** has the same meaning given to it under the Act.
- (29) **short-stay occupant** has the same meaning given to it under the Act.
- (30) **Sign** includes any sign, light, advertisement, name, notice, placard and any other similar item, and includes any sign advertising a Lot for sale or to let.
- (31) **Special Resolution** has the same meaning given to it in the Act.
- (32) **Third Parties** means the employees, customers, consultants, agents, contractors, tenants, licensees, short-stay occupants, guests and invitees of an Owner or an Occupier.
- (33) **Vendor** means Melbavill Development Co Pty Ltd ACN 167 843 503.

2. Behaviour

- 2.1 An Owner or Occupier when on Common Property or in any part of a Lot which is visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Owner or Occupier or to any person lawfully on Common Property or in another Lot.
- 2.2 An Owner or Occupier must not:
- (1) without the prior written consent of the Building Manager create any unreasonable noise or behave in a manner likely to interfere with the peaceful enjoyment of an Owner or Occupier or of any person lawfully on Common Property or in another Lot;
 - (2) without the prior written consent of the Building Manager have an event or party for more than 20 people in their Lot and/or the Common Property. The Owner or Occupier acknowledges that if the Building Manager does provide its consent then the Owner or Occupier must reimburse the Owners Corporation on demand for all cleaning costs, security costs and other reasonable expenses incurred by the Owners Corporation as a consequence of or in relation to the event/party;
 - (3) without the prior written consent of the Building Manager obstruct the lawful use of Common Property by any person;
 - (4) smoke on any part of the Common Property;
 - (5) do any act on the Common Property in contravention of any law;
 - (6) dispose or permit the disposal of cigarette butts, cigarette ash or any other material over any balcony or out any window or in Common Property;
 - (7) cause or permit the discharge or expulsion of any odorous or noxious smelling air, steam or vapour – including any which result from cooking or preparing any item - from the Owner or Occupier's Lot into Common Property;
 - (8) consume alcohol on the Common Property;
 - (9) consume any illegal substance in any part of the Building; or
 - (10) permit any person under the control of or any invitee or guest of that Owner or Occupier to use on the Common Property any skateboard, Segway, roller skate, scooter in-line skate or anything else from time to time prohibited by the Owners Corporation or the Building Manager and no bicycle may be ridden or used on the Common Property unless authorised by the Owners Corporation.
- 2.3 An Owner or Occupier must not keep any animal, fish, reptile or bird in or about its Lot, without the consent of the Owners Corporation. If the Owners Corporation provides its consent the Owner or Occupier must ensure that that animal, fish, reptile or bird:
- (1) does not defecate on, urinate on or damage the Common Property;
 - (2) is registered and vaccinated as required by any law or Authority;
 - (3) is at all times with the Owner or Occupier and appropriately restrained (such as by leash) and kept under control when on the Common Property; and
 - (4) is kept within its Lot at all times except when it is entering or exiting the Land.

2.4 No auction sale shall be carried out upon the Common Property.

3. Vehicles

3.1 An Owner or Occupier must not:

- (1) park or stand any motor vehicle or other vehicle on Common Property other than car spaces, loading bays, or other places designated by the Owners Corporation;
- (2) park or stand any motor vehicle or permit a motor vehicle to be parked or left on a Lot not owned by the Owner or which the Occupier is not legally entitled to use;
- (3) permit any invitees or guests of the Owner or Occupier to park or stand any motor vehicle or other vehicle on Common Property, except with the prior written approval of the Owners Corporation; or
- (4) repair or wash or clean any motor vehicle or other vehicle on Common Property or in any car parking space on the Land.

3.2 No car parking space will be used otherwise than for parking of motor vehicles or motor cycles.

3.3 Any vehicle parked or left in breach of this rule 3 may be towed away by the Owners Corporation at the cost of the Owner or the Occupier responsible for the vehicle gaining access to the Land whether or not that person or entity is the owner of the vehicle.

3.4 An Owner or Occupier must not drive a vehicle on Common Property in a reckless, negligent or dangerous manner and must observe and comply with all signs on the Common Property in relation to the use of any vehicle.

4. Damage to Common Property

An Owner or Occupier must:

- (1) not mark, paint, drill, hammer, affix, drive nails or screws or the like into, or otherwise damage, contaminate, soil, stain or deface, any surface that forms part of the Common Property except with the prior written consent of the Owners Corporation;
- (2) promptly report any damage, contamination, soiling, staining or defacing of any part of the Common Property to the Owners Corporation.

5. Storage of Bicycles

5.1 An Owner or Occupier must not permit any bicycle to be stored other than in the Bicycle Store designated by the Owners Corporation or the Building Manager for such purpose and if fitted with bicycle racks, then by securing the bicycle to a bicycle rack.

5.2 An Owner or Occupier must not permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation or the Building Manager from time to time.

- 5.3 An Owner or Occupier has no entitlement hold the Owners Corporation responsible in the event that its bicycle is stolen or damaged whilst stored in the Bicycle Store, except to the extent that such loss or damage is caused by the negligent or unlawful act of the Owners Corporation or the Building Manager.
- 5.4 An Owner or Occupier must not carry out major repairs, or do works to bicycles in the Bicycle Store or on the Common Property.
- 5.5 An Owner or Occupier must keep its designated part of the Bicycle Store clean at all times and free of parts, waste, rubbish or other materials not specifically associated with temporarily storing a bicycle.

6. Invitees

- 6.1 An Owner or Occupier must take all reasonable steps to ensure that none of its Third Parties behaves in a manner likely to:
 - (1) interfere with any person's peaceful enjoyment of the Common Property; or
 - (2) unreasonably interfere with any Owner or Occupier's peaceful enjoyment of that Owner or Occupier's Lot.
- 6.2 An Owner or Occupier must take all reasonable steps to ensure that its Third Parties comply at all times with these rules as if each reference to an Owner or Occupier were a reference to Third Parties save that any obligation on a Third Party to incur any expense or pay or reimburse any money to the Owners Corporation or the Building Manager under this rule 6.2 is deemed to be an obligation of the relevant Owner or Occupier.
- 6.3 If these rules prohibit an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.

7. Lessees/Licensees and Short Stay Occupants

- 7.1 An Owner whose Lot is the subject of a short-stay accommodation, lease or licence must:
 - (1) provide the short-stay occupant, lessee or licensee with a copy of these rules; and
 - (2) take all reasonable steps, including any action available under the short-stay accommodation arrangement, lease or licence, to ensure that the short-stay occupant, lessee or licensee of the Lot complies with these rules.
- 7.2 Short-Stay Accommodation Arrangement Conduct

An Owner or Occupier must ensure that its short-stay occupant of the Lot does not breach the conduct proscriptions applying to the short-stay accommodation arrangement and does not engage in any of the following conduct:

- (1) unreasonably creating any noise likely to substantially interfere with the peaceful enjoyment of an Owner, an Occupier, an invitee or a guest of an Owner or Occupier of another Lot (other than the making of noise where the Owners Corporation has given written permission for that noise to be made);

- (2) behaving in a manner likely to unreasonably and substantially interfere with the peaceful enjoyment of an Owner, an Occupier, an invitee or a guest of an Owner or Occupier of another Lot;
 - (3) using a Lot or the Common Property, or permitting a Lot or the Common Property to be used, so as to cause a substantial hazard to the health, safety and security of any person or an occupier;
 - (4) unreasonably and substantially obstructing the lawful use and enjoyment of the Common Property by an Owner, an Occupier, an invitee or a guest of an Owner or Occupier of another Lot;
 - (5) substantially damaging or altering—
 - (a) a Lot or the Common Property, intentionally or negligently; or
 - (b) a structure that forms part of a lot or the Common Property, intentionally or negligently.
- 7.3 An Owner is liable and responsible for any damage, breach, default, loss, noise, nuisance or other disruption caused by or contributed to by the Owner, an Occupier or a Third Party.
- 7.4 An Owner must comply with any order made by the Victorian Civil Administration Tribunal in respect a breach of these rules or the Act by the Owner or an Occupier of the Lot.

8. Swimming Pool

A Owner or Occupier of a Lot must observe the following rules in relation to use of the swimming pool area and ensure that any invitees of the Owner or Occupier do not use the swimming pool area except in accordance with the following rules, or those as permitted by the Owners Corporation from time to time:

- (1) children under the age of 16 must be supervised by an adult at all times;
- (2) glass objects, drinking glasses and sharp objects are not permitted;
- (3) alcohol and food are not permitted;
- (4) the swimming pool area is for use by residents and no more than two guests per Lot at any one time, and guests must be accompanied by a resident at all times;
- (5) smoking is not permitted;
- (6) for the hygiene of all users of the swimming pool all users must shower before entering the swimming pool;
- (7) jumping, diving, running, ball games, noisy or hazardous activities are not permitted;
- (8) spitting is not permitted in the swimming pool area;
- (9) hours of use are Monday to Sunday 6.00 am to 10.00 pm only, as adjusted by the Owners Corporation from time to time;

- (10) all users of the swimming pool area must:
 - (a) not defecate in, urinate in or damage the swimming pool; and
 - (b) carry an appropriate towel at all times.
- (11) all children, infants, non-swimmers and beginner, novice and unskilled swimmers must at all times when entering in or are near the swimming pool:
 - (a) be properly and safely supervised;
 - (b) only use, stay, enter and swim in the shallow end of the swimming pool; and
 - (c) ensure appropriate safety attire, floatation devices and safety apparatuses are used;
- (12) all users must dry off before leaving the swimming pool area;
- (13) footwear must be worn to and from the swimming pool area;
- (14) appropriate attire must be worn in the swimming pool area at all times. Nude bathing is prohibited and females must wear a bathing top;
- (15) all users of the swimming pool area do so at their own risk; and
- (16) Owners and Occupiers must ensure that their guests comply with these rules.

9. Gymnasium

An Owner or Occupier of a Lot must observe the following rules in relation to the use of the gymnasium and ensure that any invitees or guests of the Owner or Occupier do not use the area except in accordance with the following rules, or those as permitted by the Owners Corporation from time to time:

- (1) glass objects, drinking glasses and sharp objects are not permitted in the gymnasium;
- (2) the gymnasium is for use by residents only;
- (3) alcohol and food are not allowed in the gymnasium;
- (4) smoking is not permitted in the gymnasium;
- (5) all users must carry a towel at all times and wipe down equipment after use;
- (6) hours of use are Monday to Sunday 6.00 am to 10.00 pm only as adjusted by the Owners Corporation from time to time;
- (7) suitable footwear must be worn to and from the gymnasium and, whilst in the gymnasium, socks and gym shoes are to be worn at all times;
- (8) suitable clothing (excluding swimwear) is to be worn whilst in the gymnasium;
- (9) all users must be inducted prior to using the gymnasium;

- (10) all users of the gymnasium do so at their own risk; and
- (11) no music, other than that permitted by the Owners Corporation is allowed in the gymnasium.

10. Cleaning Windows and Doors

- 10.1 An Owner or Occupier must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
 - (1) and for so long as the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (2) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.
- 10.2 Notwithstanding the above, the Owners Corporation may request access to any Lot for the purpose of cleaning an exterior surface on the façade of the Lot, including so much as is Common Property, provided reasonable notice is given to the Lot Owner or Occupier.
- 10.3 An Owner or Occupier must ensure that at least one window in the Lot is opened and kept open to its fullest extent for a continuous period of not less than 20 minutes each day.

11. Appearance of Lot

- 11.1 An Owner or Occupier must not, without the prior written approval of the Owners Corporation, in any way alter the external surface of its Lot or maintain within its Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building, including (without limitation) items hung on the exterior of its Lot so those items are visible from outside the Lot.
- 11.2 An Owner or Occupier must not place any washing, towel or other article so as to be visible from the Common Property or outside the Building without the prior written consent of the Owners Corporation.

12. Change in Use of Lot to be Notified

An Owner or Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Owners Corporation (for example, if the change of use results in a hazardous activity being carried out on the Lot or the use changes from residential to retail or the use under any law or planning instrument changes). In this rule 12, 'use' includes each of permitted use, actual use, intended use and likely use.

13. Preservation of Fire Safety

- 13.1 An Owner or Occupier must not do anything or permit any of its invitees or guests to do anything that may or is likely to:
 - (1) affect the operation of fire safety devices in the Building; or
 - (2) to reduce the level of fire safety in any Lot or Common Property.

13.2 An Owner or Occupier must:

- (1) comply with any law and requirement of any Authority relating to sprinkler, fire alarm or fire safety regulations; and
- (2) keep fire escape passages free of obstruction at all times; and
- (3) ensure that any range hood or air filtration or extraction device installed in the kitchen of the Lot is always:
 - (a) cleaned, maintained and repaired to the higher standard of:
 - (i) the manufacturer's recommendations, if any; and
 - (ii) a reasonable standard;
 - (b) in efficient working order, free from any defect or want of repair;
 - (c) in use whenever anyone in the Lot uses any part of the stove top or conducts any activity in or about the kitchen in the Lot which creates steam or vapour or causes food, cooking or other smells to become discernible in the air;
 - (d) turned off or disabled in the event of a fire on the stove top or other part of the Lot.

14. Storage of Dangerous Substances

The Owner or Occupier must not, except with the prior written consent of the Owners Corporation and then at the sole risk of that Owner or Occupier in all things, use or store on the Lot or Common Property any flammable chemical, liquid, gas or other flammable material.

15. Provision of Amenities or Services

15.1 The Owners Corporation may, by Special Resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots or to the Owners Corporation:

- (1) security services;
- (2) cleaning;
- (3) garbage disposal and recycling services;
- (4) electricity, water or gas supply;
- (5) telecommunication services (for example, cable television);
- (6) intranet and internet services;
- (7) technology; and
- (8) communications.

- 15.2 If the Owners Corporation makes a Special Resolution referred to in rule 15.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot or to the Owners Corporation, it must indicate in the Special Resolution the amount for which, or the conditions on which, it will provide the amenity or service.

16. Signage

- 16.1 The Owners Corporation strictly prohibits any Sign whatsoever on the outside of the Building or the grounds of the Building other than a Sign approved by the Owners Corporation.
- 16.2 An Owner or Occupier, or any agent representing same, including real estate agents, may not erect in or upon a Lot or the Common Property any Sign which is visible from the Common Property or from a public place without the consent in writing of:
- (1) the Owners Corporation; and
 - (2) if required by law, any relevant Authority.
- 16.3 Signs will only be permitted in the space provided for that purpose on the external walls of the Building (if any) or as otherwise specified by the Owners Corporation.
- 16.4 Except as otherwise provided in these rules, no deviation from this arrangement will be permitted.
- 16.5 No Sign of any kind may be erected which has not been produced by a professional sign writer, and then only after first obtaining the written approval of the Owners Corporation.
- 16.6 The following are strictly prohibited:
- (1) painted sign writing;
 - (2) paper or cardboard signs;
 - (3) transfers or stickers;
 - (4) cut out unedged letters of amateur standard;
 - (5) exposed fixings;
 - (6) exposed wiring, ballasts;
 - (7) moving or flashing signs;
 - (8) animated signs or models;
 - (9) "A" frames or similar signs; and
 - (10) static or animated signage or images projected onto the glass or other part of the Lot visible from the Common Property.

17. Usage - Insurance

- 17.1 An Owner or Occupier must not carry on or allow to be carried on upon the Lot or upon the Common Property any trade or occupation or any act or thing which:
- (1) will or is likely to make void or voidable any policy or policies of insurance taken out by the Owners Corporation in respect of the Common Property; or
 - (2) may render any increase in premium payable for such insurance unless, in circumstances where any increased premiums are payable, the Owner or Occupier:
 - (a) obtains the written consent of the Owners Corporation (which will not be given without the prior written consent of the insurer); and
 - (b) makes a payment to the Owners Corporation of the amount of any increased premium,or could reasonably be expected to have any of those effects.
- 17.2 The right to so use the Lot will terminate if, upon renewal of insurance:
- (1) the Owner or the Occupier fails to pay that part of the premium attributable to such use; or
 - (2) the insurer withdraws any consent to such use previously given by it.

18. Maintain the Lot

An Owner or Occupier must:

- (1) at all times maintain the structure of the Lot in good order and repair; and
- (2) ensure that the Lot and its use comply with the provisions of any applicable law, regulation, rule or town planning scheme from time to time in force, including the requirement of any Authority.

19. Maintain garden beds

- 19.1 Each Owner or Occupier of a Lot in the Building which has a garden bed situated on Common Property between the boundary of that Lot and the boundary of the Plan must maintain that garden bed to the standards notified by the Owners Corporation from time to time.
- 19.2 In the absence of any standards or any conflicting standards, each relevant Owner or Occupier must care for – including watering, pruning and preventing harm or injury to – the vegetation in the garden bed.

20. Floor Load Limits

- 20.1 An Owner or Occupier must not install or use or permit to be installed or used in that Lot any machinery or other plant or equipment, fixture or fitting singularly or cumulatively with other machinery, plant, equipment, fixture or fitting which may result in the floor's safe loading limit being exceeded.

- 20.2 An Owner or Occupier must not move bulky goods, heavy goods or other goods that may damage the Common Property into or out of the Land without first obtaining the Owners Corporation's consent to do so, following the directives of the Owners Corporation in respect of such movement or transit.

21. Services

- 21.1 An Owner or Occupier must give to the Owners Corporation, or where appropriate the Building Manager, prompt notice of any:
- (1) damage and/or any accident to or defects or breakages in the Common Property or in the Building or in any of the Services or other facilities in the Common Property or the Building;
 - (2) any circumstances likely to occasion any damage or injury occurring within the Building or the Land; and
 - (3) any circumstance likely to interfere with the peaceful enjoyment of another Owner or Occupier or its invitees or guests of that Owner or Occupier's Lot or the Common Property.
- 21.2 An Owner or Occupier must not interfere with, adjust, modify, impair, reduce or diminish any of the Services.

22. Telephone Lines

Should an Owner or Occupier require more than the number of telephone lines available for each Lot the Owner or Occupier must notify the Owners Corporation of the number of additional telephone lines required and the Owner or Occupier will be responsible for installation of the additional lines at the expense of the Owner or Occupier in all things, including payment of the Building Manager's reasonable fee for doing so.

23. Mail

An Owner or Occupier must clear its mailbox of all material at least once every 7 days or arrange for someone else to do so if it is absent for more than 7 days. The Building Manager may remove such material if the Owner or Occupier fails to comply with this rule 23 and charge a reasonable fee for doing so.

24. Exclusive Use

- 24.1 The Owner or Occupier for the time being of each Lot comprised in the Plan is entitled to the right of exclusive use and enjoyment of the interior surfaces of the following items of Common Property which (where applicable) form part of the boundary between the Lot and the Common Property:
- (1) glass doors;
 - (2) glass front and windows;
 - (3) service doors;

- (4) door locks and window closers;
 - (5) air conditioning and ventilation; and
 - (6) louvre panels.
- 24.2 Such Owners or Occupiers must properly maintain and keep in a state of good and serviceable repair of each one of the above items and pay for their maintenance, unless, in relation to the glass doors and glass front and windows:
- (1) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (2) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.
- 24.3 Where the Owners or Occupiers of those Lots are liable under this rule to pay any money either to the Owners Corporation or directly to any other person for or towards the maintenance or repair of such item of common property referred herein, then such money (being the actual cost incurred by the maintenance or repair for such item, including any GST or other taxation), must be paid to the Owners Corporation or directly to that person on or before the relevant due date.
- 24.4 Each Owner or Occupier must notify the Owners Corporation of any maintenance or repair requirement which departs from any regular maintenance schedule and must seek written approval from the Owners Corporation, which cannot be unreasonably withheld, to carry out maintenance or repair which would substantially change the original condition of an item.
- 24.5 If the Owners Corporation, after inspection, decides that all or any of the above items have not been properly maintained or kept in a state of good and serviceable repair it may notify the relevant Owner or Occupier and give such Owner or Occupier 14 days to carry out maintenance or repair to the standard specified by the Owners Corporation.
- 24.6 If the relevant Owner or Occupier fails to carry out such maintenance or repair within such 14 day period, the Owners Corporation may carry out such maintenance and repair and its costs of doing so together with the Owner Corporation's administration reasonable fee will be payable on demand by such Owner or Occupier to the Owners Corporation.

25. Garbage Disposal

- 25.1 An Owner or Occupier that does not have shared receptacles for garbage, recyclable material or waste must:
- (1) at its own expense, maintain such receptacles within the Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in clean and dry condition, free from any vermin, pests and odours, and adequately covered. No waste bins outside of the Building will be permitted on undesignated Common Property or any other Lot, car parking spaces or any other access ways such as footpaths, roadways, reserves and the like;
 - (2) ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other

containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;

- (3) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the Lot or other area referred to in paragraph (1);
- (4) must not place anything in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and
- (5) must promptly remove anything which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

25.2 An Owner or Occupier who is using the shared receptacles for garbage, recyclable material or waste must take all garbage, recyclable material and waste to the common garbage and recycling areas and separate the garbage, recyclable material and waste for collection. Failure to place garbage, recyclable material or waste in its allocated receptacles will result in a charge being imposed on the Owner or Occupier of the Lot to cover the reasonable costs of cleaners to sort through the garbage, recyclable material and waste.

25.3 An Owner or Occupier must ensure that the disposal of garbage and waste does not adversely affect the health, hygiene or comfort of the Owners or Occupiers of other Lots or anyone who uses the Common Property.

26. Rubbish Chutes

26.1 The Guidelines on rubbish chute and bin use may be determined and varied at any time by the Owners Corporation. Rubbish chutes must be used in accordance with the manufacturers instructions.

26.2 Rubbish must be disposed of in secure wrapping by taking it to the rubbish and recycling chutes in accordance with the Guidelines.

26.3 All waste disposed of via the chutes must be contained in tied plastic bags.

26.4 If the bin chute(s) become blocked and the Owners Corporation is able to identify the responsible Owner or Occupier, the cost to reinstate the chute(s) may be recovered from that Owner or Occupier.

26.5 An Owner or Occupier must not place any body part, such as hands or arms, into a chute beyond the door frame of a chute.

26.6 Items that can be disposed of via the rubbish chutes include securely bagged rubbish including organic waste and non-recyclable waste.

26.7 Items that can be disposed of via the recycling chutes include glass bottles, flattened cardboard (of appropriate size), plastic containers, aluminium cans, and paper.

26.8 Items that must not be disposed of via the chutes or bins include, amongst other things, cigarette butts; ignition sources or fluids, liquids, items that may block the chute, and any other inappropriate items

26.9 All other appropriate items which cannot be disposed of via the chutes (subject to observing to the Guidelines) may be disposed of in the bins within the garbage rooms or designated areas.

- 26.10 No items are to be left in front of the chutes – clear access to chute and emergency exit door required at all times.
- 26.11 No flammable items are to be disposed of through the chutes, bins or the garbage room.
- 26.12 Hard rubbish (for example glass, brick, crockery, appliances or similar) must not be disposed of through the chutes. An Owner or Occupier is responsible for the disposal of hazardous/hard rubbish or large items, and must make private arrangements for disposal of these items.

27. Control on Hours of Operation and Use of Facilities

- 27.1 Subject to rule 27.3, the Owners Corporation may, by Special Resolution, pass any of the following resolutions if it considers the resolution is appropriate for the control, management, administration, use or enjoyment of the Lots and Common Property:
- (a) that commercial or business activities may be conducted on a Lot or Common Property only during certain times; and
 - (b) that facilities situated on the Common Property may be used only during certain times or on certain conditions.
- 27.2 An Owner or Occupier must comply with a resolution referred to in rule 27.1.
- 27.3 Any restrictions imposed by the Owners Corporation must not exceed any restrictions imposed by any relevant Authority in any relevant development consent.
- 27.4 The Owners Corporation is responsible for the control, management, operation, maintenance and repair of facilities on the Common Property.

28. Building Lifts

- 28.1 Building Lifts installed within the Building must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer or to any lesser size or weight specification displayed or notified by the Owners Corporation from time to time and no Occupier, Owner or visitor to the Building may use such Building Lifts contrary to those specifications.
- 28.2 The Owners Corporation is responsible for the maintenance, operation, repair, replacement (if necessary) and cleaning of the Building Lifts.

29. Security Keys

- 29.1 The Owners Corporation may:
- (1) make the number of Security Keys it determines necessary available to Owners or Occupiers free of charge; and
 - (2) charge a reasonable fee as a condition for the provision of any further Security Key requested by an Owner or Occupier.
- 29.2 An Owner or Occupier must:
- (1) not make a copy of a Security Key;

- (2) immediately tell the Owners Corporation if a Security Key is lost or damaged; and
 - (3) not change the locks on or means of entry to the Building or any Common Property.
- 29.3 The Owners Corporation may take any measure to ensure the security and safety of the Common Property including without limitation closing off all or part of the Common Property, restricting access to the Common Property and installing security devices on the Common Property. An Owner or Occupier must comply with any directive made by the Owners Corporation pursuant to this rule 29.3 and must not interfere with or compromise the security of the Common Property or the Building.

30. Security

- 30.1 Each Owner or Occupier accessing and egressing the Building must take reasonable steps to ensure doors and all other access points are secured when entering or leaving the Building.
- 30.2 Each Owner or Occupier must report any breach of this rule to the Building Manager, or in the event of a serious security breach, inform the local police or other emergency services of the breach.
- 30.3 Following receipt of a request or demand from a Commonwealth or Victorian government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority including a Minister of the Crown (in any right) and any person, body, entity or authority exercising a power pursuant to an Act of Parliament the Owners Corporation may without the requirement for any consent from or notification to an Owner or Occupier provide any information the Owners Corporation holds including copies of materials to that agency.

31. Maintenance of Common Property

The Owners Corporation will maintain the Common Property including but not limited to the Building in good and substantial repair and condition.

32. Alterations or Works to Lots

- 32.1 An Owner or Occupier must obtain written Owners Corporation consent before it may do any building works relating to its Lot, the Building or the Building services (for example, demolishing walls or altering the interior design of a Lot). Before any of the Owner's or Occupier's works commence the Owner or Occupier must:
 - (1) cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy (including the Owners Corporation as an insured party) to the satisfaction of the Owners Corporation; and
 - (2) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- 32.2 For any proposed building works under this rule, the Owner or Occupier must:
 - (1) if the Owners Corporation asks, promptly give the Owners Corporation copies of all detailed drawings and other specifications of the proposed building works;

- (2) follow the reasonable requirements and directions of the Owners Corporation;
- (3) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and give a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation;
- (4) make sure the proposed building works are done in a proper and workmanlike manner and following any drawings and specifications;
- (5) obtain any necessary permits or approvals to allow the proposed building works to be done;
- (6) make sure that the proposed building works comply with all laws, including obtaining an occupancy permit or final inspection, when necessary;
- (7) make sure the proposed building works are done at times and in a way that minimises damage, disturbance and inconvenience to others; and
- (8) advise the Owners Corporation in writing of the dates and times works are proposed so that appropriate notice can be provided to other Owners and Occupiers. Such notice should be given 14 days in advance of the works occurring and should not commence until consent is provided from the Owners Corporation.

32.3 The Owner or Occupier must make sure that it and its agents and contractors doing the building works comply with these restrictions:

- (1) no building materials may be stacked or stored outside a Lot or on the Common Property;
- (2) no scaffolding may be erected on the Common Property or the exterior of a Lot or the Building;
- (3) building works must be carried out during times permitted by local laws, as required by any responsible Authority or the Owners Corporation, and the Owners Corporation by restrict such times by written notice from time to time to the Owner or Occupier;
- (4) the exterior of the Building and the Common Property must be clean and in a safe state at all times;
- (5) construction vehicles and construction worker's vehicles must not be brought into or parked on the Common Property or visitor car spaces unless otherwise permitted by the Owners Corporation;
- (6) the Common Property must be kept in a clean and tidy condition at all times during construction activity;
- (7) access to the Lot must be approved by the Owners Corporation and appropriate measures must be in place to protect any Owners Corporation areas during the works, e.g. central corridors, lift wells etc. This will include at a minimum laying protective sheets over floor coverings, lift walls and floors etc. All waste materials associated with the works must be removed by the contractors and not placed within the Building's waste receptacle;

- (8) any waste bin used during the works period must be positioned in a place, if any, designated by the Owners Corporation while works are being carried out and must be relocated or emptied or both in accordance with any direction from the Owners Corporation; and
- (9) place protective coverings over the route where goods or workmen are to move to ensure no damage to floor coverings walls, lifts etc.

32.4 An Owner or Occupier must immediately:

- (1) repair any damage to the Common Property, the Building and the Building services caused by the building works or any person involved with the building works at its own cost and to the satisfaction and in accordance with the reasonable requirements of the Owners Corporation;
- (2) clean and remove any dirt, debris or other rubbish resulting from the building works;
- (3) reimburse to the Owners Corporation the amount of money the Owners Corporation has paid or is liable to pay for making good any damage to or cleaning the Common Property or any of the Services or both as a direct or indirect result of the building works or the act or omission of any person involved with the building works regardless of whether any other person or corporation had an obligation to make good that damage or reimburse the Owners Corporation; and
- (4) forward details of any potential insurance claim to the Owners Corporation immediately upon becoming aware of such potential claim.

32.5 Neither an Owner nor an Occupier nor the invitee, guest or contractor of any of them may:

- (1) damage or deface, interfere with the use or enjoyment of or obstruct or permit to be damaged or defaced or obstructed any driveway, pathway, car park belonging to or used by any other person or entity or any part of the Common Property or use the same for any purpose other than the purpose for which they are provided or properly available; or
- (2) place garbage on the Common Property except in a proper bin or receptacle and in a place set aside for garbage by the Owners Corporation.

32.6 If the Owners Corporation requires advice from an architect or other consultant concerning the proposed building works, the Owner or Occupier must reimburse on demand to the Owners Corporation the amount of money the Owners Corporation has paid or is liable to pay in relation to that advice.

33. Rules and Regulations

33.1 The Owners Corporation may make, and at any time add to or vary these rules for the control, management, operation, use and enjoyment of the Common Property and Building including but not limited to matters associated with:

- (1) the use and management of the Building;
- (2) the security and control of the Building;
- (3) the manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is permitted);

- (4) the type of bars, screens (whether security screens or insect screens) grilles, locks or any other safety device on the interior or exterior of windows or doors in the Lots;
- (5) the appearance of Lots;
- (6) the appearance of the Building;
- (7) capital and maintenance works to the Building;
- (8) the type of furniture and other items which are prohibited from being placed on balconies; and
- (9) any other matter determined by the Owners Corporation;

33.2 The Owners Corporation may amend or replace any of these rules.

33.3 The rules bind an Owner, Occupier, mortgagee in possession of a Lot and any other person so provided by these rules.

33.4 The Owners Corporation must display any new or amended rules on the notice board of the Building for at least 7 days, or send a copy to each Owner.

33.5 If the Owner is not the Occupier, the Owner must send a copy of any new or amended rules to the Occupier within 7 days of receiving a copy from the Owners Corporation.

34. The Name

An Owner or Occupier must not use the name **Melbourne Village** of the Building ("**Name**") for its own benefit (for example for advertisement, promotion or commercial undertakings) without first obtaining the written consent of Vendor, the owner of the intellectual property in the Name, which consent can be sought via the Owners Corporation. Notwithstanding the foregoing, an Owner or Occupier of a Lot may use the Name as part of the description of its address.

35. Licences to Use Common Property

35.1 In addition to its powers under the Act, the Owners Corporation has the power to grant licences, including to Owners and Occupiers, to use parts of the Common Property.

35.2 Licences which the Owners Corporation grants under this rule 35 may include provisions about, but need not be limited to:

- (1) the term of the Licence;
- (2) the permitted uses of the licensed area;
- (3) the maximum number of persons allowed in licensed areas;
- (4) insurances the licensee must effect; and
- (5) cleaning and maintaining the licensed area.

35.3 The Owners Corporation may exercise its powers under this rule only by Special Resolution at a properly convened general meeting.

36. Agreement with the Building Manager

- 36.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for the Building or any part of the Building.
- 36.2 The term of the agreement may be up to 5 years with two options of up to 5 years each. The agreement may have provisions about:
- (1) the rights of the Owners Corporation and Building Manager to terminate the agreement early; and
 - (2) the Building Manager's rights to assign the agreement.
- 36.3 The Building Manager's duties under the agreement may include:
- (1) caretaking, supervising and servicing the Common Property;
 - (2) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property and personal property of the Owners Corporation;
 - (3) arranging for the collection and removal of garbage;
 - (4) supervising employees and contractors of the Owners Corporation;
 - (5) supervising the Building generally; and
 - (6) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.
- 36.4 The Building Manager must comply with the instructions from the Owners Corporation about performing its duties.
- 36.5 Any Building Management Agreement entered into by the Owners Corporation will provide for the payment by the Owners Corporation to the Building Manager of remuneration, fees or other consideration for providing the building management services and undertaking the building management duties as provided in the Building Management Agreement.
- 36.6 The owner or occupier of a lot must not:
- (1) interfere with or obstruct the Building Manager from performing the Building Manager's duties under the Building Management Agreements; or
 - (2) interfere with or obstruct the Building Manager from using the Building Manager's office or any other part of the common property designated by the Owners Corporation for use by the Building Manager.
- 36.7 The Owner or Occupier of a Lot must not, on any Lot or the Common Property (except with the written consent of the Building Manager) conduct or participate in the conduct of:
- (1) the business of an onsite Building Manager; or
 - (2) any other business activity that is either:

- (a) an activity identical or substantially identical with any of the services relating to the management, control and administration of the Complex referred to in rule 36, or
 - (b) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in rule 36.
 - (3) The Owners Corporation must not, without the written consent of the Building Manager, vary or revoke this rule.
- 36.8 Anything that these rules state may be or must be done by the Building Manager may be done by the Owners Corporation Manager and to the extent of any conflict, the decision of the Owners Corporation Manager prevails.

37. Agreement with Letting Manager

- 37.1 In accordance with the Act, the Owners Corporation has the power to authorise and enter into a deed with a Letting Manager to provide letting, sales, and other services to owners in the Complex.
- 37.2 The Letting Manager's duties may include:
- (1) providing a letting, property management and sales service;
 - (2) providing services to owners and occupiers including, without limitation, the services of a handy person, room cleaning, the provision of linen and the hiring of equipment; and
 - (3) providing telecommunication and internet services.
- 37.3 The Letting Manager must comply with instructions from the Owners Corporation about performing its duties.
- 37.4 The Owners Corporation must not, without the written consent of the Letting Manager, enter into more than one Letting and Licence Deed under this rule at any one time.
- 37.5 Any Letting and Licence Deed entered into by the Owners Corporation pursuant to rule 37.1 must not provide for the payment by the Owners Corporation to the Letting Manager of remuneration, fees or other consideration for providing the letting services.
- 37.6 The Letting Manager may, at its own expense, erect or procure the erection of signs within the Complex for the purpose of promoting the letting, property management and sales service of the Letting Manager, subject to the prior consent of the Owners Corporation, acting reasonably.
- 37.7 The Owner or Occupier of a lot must not:
- (1) interfere with or obstruct the Letting Manager from performing the Letting Manager's duties under the Letting and Licence Deed; or
 - (2) interfere with or obstruct the Letting Manager from using the reception area or any other part of the common property designated by the Owners Corporation for use by the Letting Manager.

- 37.8 The Owner or Occupier of a Lot must not, on any lot or the common property (except with the written consent of the Letting Manager) conduct or participate in the conduct of:
- (1) the business of a Letting Manager; or
 - (2) any other business activity that is an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in rule 37.2.
- 37.9 The Owners Corporation must not, without the written consent of the Letting Manager, vary or revoke this rule.

38. Financier Deed

- 38.1 The Owners Corporation has the power to enter into any deed or agreement with a financier of the Building Manager and/or Letting Manager (**Financier Deed**) so that the financier's rights pursuant to any security arrangement between the Building Manager and/or Letting Manager and the financier can be enforced. Rule 38.2 sets out the provisions that shall be incorporated in any Financier Deed pursuant to this rule.
- 38.2 The Owners Corporation under a Financier Deed may terminate the Building Management Agreement and Letting and Licence Deed if:
- (1) the Owners Corporation has given the Building Manager's and/or Letting Manager's financier written notice, addressed to the financier at the financier's address for service, that the Owners Corporation has the right to terminate the Building Management Agreement and/or Letting and Licence Deed; and
 - (2) when the notice was given, circumstances existed under which the Owners Corporation had the right to terminate the Building Management Agreement and/or Letting and Licence Deed; and
 - (3) at least 21 days have passed since the notice was given.
- 38.3 However, the Owners Corporation cannot terminate the Building Management Agreement and/or Letting and Licence Deed, if under arrangements between the financier and the Building Manager and/or Letting Manager, the financier:
- (1) is acting under the contract in place of the Building Manager and/or Letting Manager, or
 - (2) has appointed a person as a receiver or receiver and manager for carrying out the duties referred to in the Building Management Agreement and/or Letting and Licence Deed.
- 38.4 A financier may take the action mentioned in rule 38.3 only if the financier has previously given written notice to the Owners Corporation of the financier's intention to take the action.
- 38.5 The financier may authorise a person to act for the financier under rule 38.3(1) if:
- (1) the person is not the Building Manager and/or Letting Manager or an associate of the Building Manager and/or Letting Manager; and
 - (2) the Owners Corporation has first approved the person.
- 38.6 For deciding whether to approve a person under rule 38.5, the Owners Corporation:

- (1) must act reasonably in the circumstances and as quickly as practicable; and
- (2) may have regard only to the character of the person; and the competency, qualifications and experience of the person.

38.7 However, the Owners Corporation must not:

- (1) unreasonably withhold approval of the person; or
- (2) require or receive a fee or other consideration for approving the person, other than reimbursement for legal or administrative expenses reasonably incurred by the Owners Corporation in the application for its approval.

38.8 Clause 38.3 does not operate to stop the Owners Corporation from terminating the Building Management Agreement and/or Letting and Licence Deed due to something done or not done by, or at the direction of the financier, or a person appointed as a receiver or receiver and manager by the financier for the purposes of clause 38.3, in performing the duties or obligations of the Building Manager and/or Letting Manager under the Building Management Agreement and/or Letting and Licence Deed after the financier started to act under that clause.

38.9 Nothing in this section stops the ending of the Building Management Agreement and/or Letting and Licence Deed by the mutual agreement of the Owners Corporation, the Building Manager and/or Letting Manager and the financier.

38.10 In this section '**address for service**' for a financier, means the financier's address for service:

- (1) detailed in the Financier Deed; or
- (2) if the financier's address for service is different to the address contained in the Financier Deed, the different address.

38.11 It is the responsibility of the financier to provide written notice to the Owners Corporation of any changes to its address for service.

39. Commercial Lots

39.1 Subject to rule 39.2 and excluding the Commercial Lots, the Owner or Occupier must not:

- (1) sell or permit to be sold or supplied any food or beverage from the Lot; or
- (2) operate or permit to be operated a café or restaurant.

39.2 Rule 39.1 does not prevent an Owner or Occupier from selling food or beverages over the internet, by mail or telephone.

39.3 No Owner or Occupier may use a Lot contrary to any law including any planning instrument, the applicable planning permit and the planning scheme applicable to the Lot from time to time. This Rule applies to all Lots including Commercial Lots.

40. Prevention of nuisance and hazards

40.1 Each Owner and Occupier must not – any must not permit or facilitate anyone else to:

- (1) facilitate entry of any person to any part of the Building which requires a Security Key to enter unless that person possesses or has an entitlement to possess a Security Key or is accompanied by such a person;
- (2) store any item on Common Property for any period;
- (3) interfere with:
 - (a) the Common Property;
 - (b) any Service;
 - (c) any of the Owners Corporation's property; or
 - (d) any item in the Building which neither belongs to that Owner or Occupier nor was placed into the custody of that Owner or Occupier by the owner of the item;
- (4) use the Common Property for any commercial purpose without the prior written consent of the Owners Corporation;
- (5) use a Lot in such a way as to cause:
 - (a) unreasonable interference with other Owners' or Occupiers' quiet enjoyment of their Lots; or
 - (b) a nuisance to other Owners or Occupiers;
- (6) give a Security Key for a particular Lot to or share a Security Key for a particular Lot with anyone ("**third party**") unless that third party is at that time and in respect of that particular Lot:
 - (a) an Owner;
 - (b) an Occupier who genuinely uses the Lot as his or her principal place of residence;
 - (c) an 'agent' – as that term is defined in the *Estate Agents Act* 1980 – engaged by the Owner to find:
 - (i) a purchaser of the Lot; or
 - (ii) a long term tenant of the Lot; or
 - (d) anyone else except if the Owners Corporation has provided its prior written consent and then, subject to any condition stipulated by the Owners Corporation.

41. Default, interest and risk

- 41.1 Each Owner and Occupier accesses and uses all Common Property at its own risk in all things.
- 41.2 Each Owner and Occupier is responsible for all loss incurred or suffered and directly or indirectly caused or contributed to by that Owner or Occupier breaching any rule, including:

- (1) loss incurred or suffered directly or indirectly by the Owners Corporation or another Owner or Occupier;
 - (2) legal fees and disbursements on a full indemnity basis and any counsel's or consultant's fees and expenses at the rate charged to the Owners Corporation incurred in obtaining any advice or representation in relation to a breach or a failure to comply; and
 - (3) additional costs and expenses reasonably incurred including interest.
- 41.3 If an Occupier who is not the Owner of a Lot incurs fees or charges which these rules provide are payable or reimbursable to the Owners Corporation or is responsible for loss in accordance with these rules and fails to pay such amounts when due, the Owners Corporation may recover such amounts from the Owner of the Occupier's Lot.
- 41.4 Rule 41.2 operates in addition to and does not in any way limit any other right or remedy of the Owners Corporation.
- 41.5 Any default in respect of which loss is incurred is deemed not to have been remedied unless and until the default is remedied and payment to fully compensate for the Loss is made.
- 41.6 The Owners Corporation need not incur a loss or make a payment before enforcing a right of indemnity conferred by these rules.
- 41.7 Each indemnity in these rules is a continuing obligation, separate and independent from the other obligations of an Occupier and survives an Occupier ceasing to be an Occupier.
- 41.8 Time shall remain the essence of these rules notwithstanding any waiver given or indulgence granted by the Owners Corporation.
- 41.9 An Occupier must pay interest on any money payable by it under these rules:
 - (1) from the due date for payment until the money is paid;
 - (2) on demand or whenever other monies are paid under these rules, whichever occurs first;
 - (3) that is calculated and capitalised daily; and
 - (4) that is at the rate fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* at the relevant time.
- 41.10 The Owners Corporation's right to interest does not limit any right of the Owners Corporation or:
 - (1) prevent the Owners Corporation recovering any amount exceeding the interest as a consequence of any default; or
 - (2) affect an Occupier's obligation to pay the outstanding amount on the date it becomes due for payment.
- 41.11 The Owners Corporation may but is not obliged to carry out any obligation of an Occupier that the Occupier has failed to carry out and if the Owners Corporation elects to do this, the Occupier must pay all costs of the Owners Corporation in doing so on an indemnity basis and on demand by the Owners Corporation.

41.12 Whenever:

- (1) an Owner or Occupier must pay costs to the Owners Corporation; or
- (2) the Owners Corporation is entitled to be paid or reimbursed costs by an Owner or Occupier,

each such reference to costs is deemed to include, in relation to the matter:

- (3) the Owners Corporation's costs being the time (calculated at reasonable, commercial rates) and resources (calculated on a cost recovery basis) expended by the Owners Corporation; plus
- (4) any money paid to a third party or liability to pay money to a third party incurred by the Owners Corporation, regardless of whether the Owners Corporation has paid any or all of that money to the third party; plus
- (5) any loss, damage, cost, liability or financial detriment suffered by the Owners Corporation.

42. Intentionally Deleted.

43. Dispute Resolution

- 43.1 The grievance procedure set out in this rule applies to disputes involving any of an Owner, the Building Manager, the Owners Corporation Manager, an Occupier or the Owners Corporation.
- 43.2 The party making the complaint must prepare a written statement in the approved form or as determined by the Owners Corporation.
- 43.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 43.4 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.
- 43.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 43.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 43.7 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act or any replacement or re-enactment of Part 10 of the Act, including any renumbering of that provision.
- 43.8 This process is separate from and does not limit any further action under Part 10 of the Act or any replacement or re-enactment of Part 10 of the Act, including any renumbering of that provision.

44. Consent

- 44.1 Any consent or approval given by the Owners Corporation is not effective unless it is given in writing. Each Owner and Occupier acknowledges that it must not act on any verbal consent or approval received from the Owners Corporation unless and until it has been confirmed in writing.
- 44.2 Whenever the consent of the Owners Corporation is required unless otherwise specified in these rules, the Owners Corporation must be given reasonable notice of the request in writing and may delay, refuse or grant the consent or approval subject to any conditions which it deems fit in its absolute discretion.
- 44.3 If the Owners Corporation grants its consent or approval to an act, matter or thing, then it may revoke that consent or approval at any time and such consent or approval must not be construed as unlimited as to time or as consent to a repeat of the act, matter or thing unless the consent or approval expressly provides otherwise.

45. Access

An Owner or Occupier must permit the Owners Corporation to enter its Lot to inspect, repair or replace any part of the Lot, the Common Property or the Services. The Owners Corporation must give at least 3 Business Days prior notice (except in the case of an emergency where no notice is required) to the Owner or Occupier of such access and act reasonably to minimise any inconvenience to the Owner or Occupier.

46. Change of Ownership and Address

An Owner or Occupier must notify the Owners Corporation of any proposed change in the ownership of its Lot at least 1 week prior to the change occurring. An Owner must notify the Owners Corporation of any change to its postal or residential address within 1 week of the change.

47. GST

47.1 In this rule 47:

- (1) words or expressions used in this rule which have a particular meaning in the GST Law have the same meaning, unless the context otherwise requires;
- (2) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- (3) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
- (4) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

47.2 Unless GST is expressly included, the consideration to be paid or provided under any Rule for any supply made under or in connection with these rules does not include GST.

- 47.3 To the extent that any supply made under or in connection with these rules is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided.
- 47.4 A party's right to payment under this rule is subject to a valid tax invoice being delivered to the recipient of the taxable supply.
- 47.5 To the extent that one party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.
- 47.6 To the extent that any consideration payable to a party under these rules is determined by reference to a cost incurred by a party, or is determined by reference to a price, value, sales, revenue or similar amount, the GST exclusive amount of that cost, price, value, sales, revenue or similar amount must be used.

48. Severability

If any provision in these rules is unenforceable, illegal or void or makes these Rules or any part of it unenforceable, illegal or void, then that provision is severed and the rest of these Rules remain in force.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

HL Conveyancing Services
Level 5, 447 Collins Street
MELBOURNE 3000

Client Reference: 25 4951

NO PROPOSALS. As at the 21th October 2025, 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 406 Level 4 393 SPENCER STREET, WEST MELBOURNE 3003
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: 21th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78506303 - 78506303230926 '25 4951'

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 11 November 2025 02:43 PM

PROPERTY DETAILS

Address: **406/393 SPENCER STREET WEST MELBOURNE 3003**

Lot and Plan Number: **Lot 406 PS801387**

Standard Parcel Identifier (SPI): **406\PS801387**

Local Government Area (Council): **MELBOURNE**

Council Property Number: **706212**

Planning Scheme: **Melbourne**

Directory Reference: **Melway 2E J2**

www.melbourne.vic.gov.au

[Planning Scheme - Melbourne](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **MELBOURNE**

OTHER

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

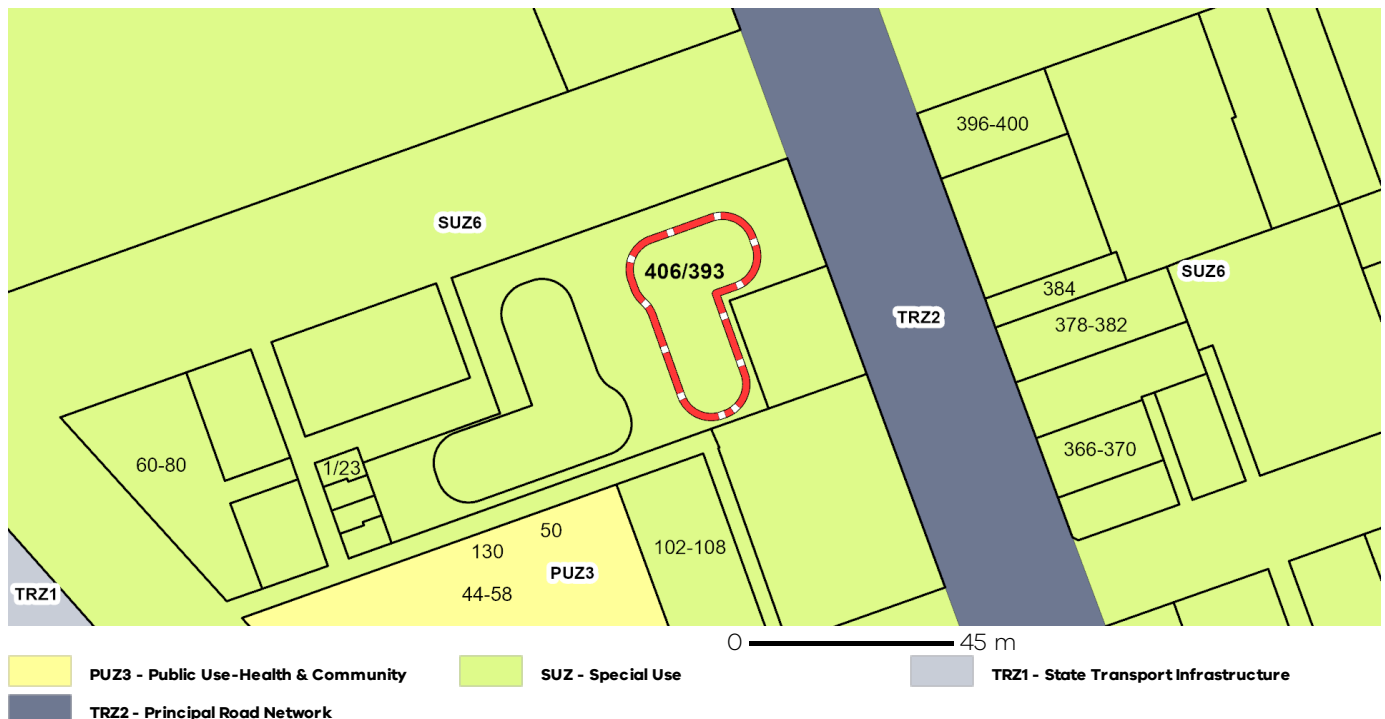
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[SPECIAL USE ZONE \(SUZ\)](#)

[SPECIAL USE ZONE - SCHEDULE 6 \(SUZ6\)](#)



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

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

PLANNING PROPERTY REPORT: 406/393 SPENCER STREET WEST MELBOURNE 3003

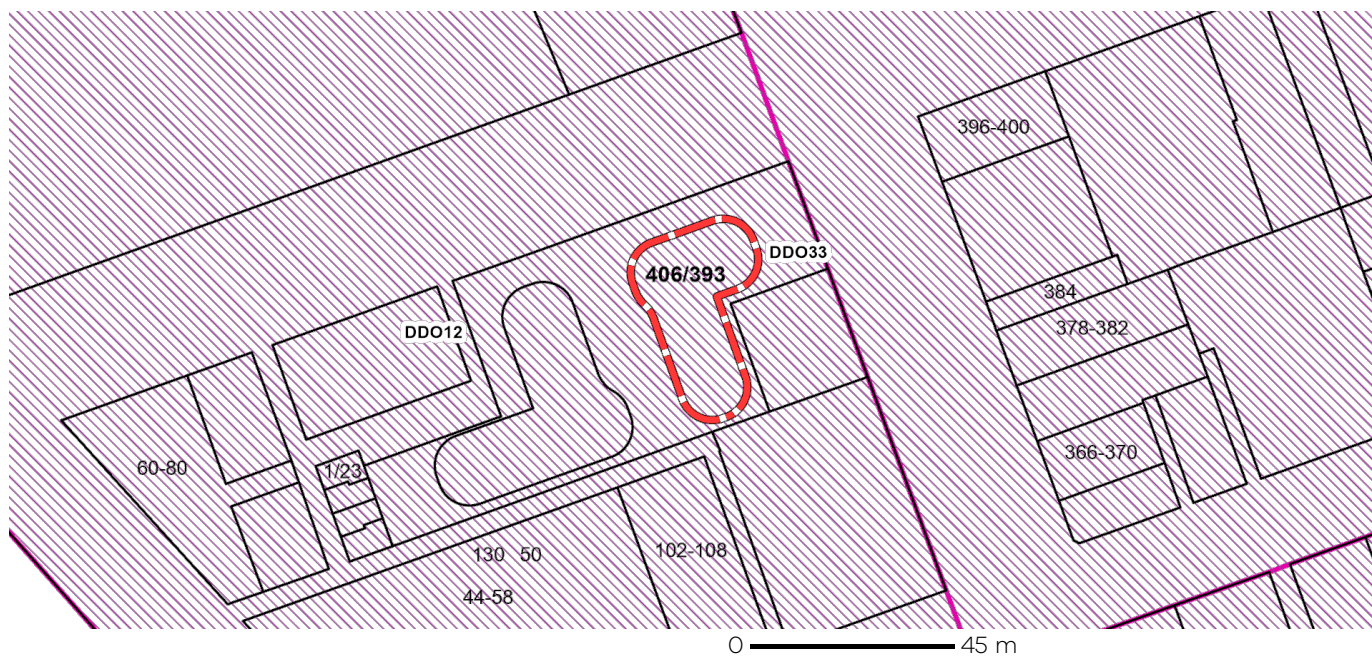
Page 1 of 5

Planning Overlays

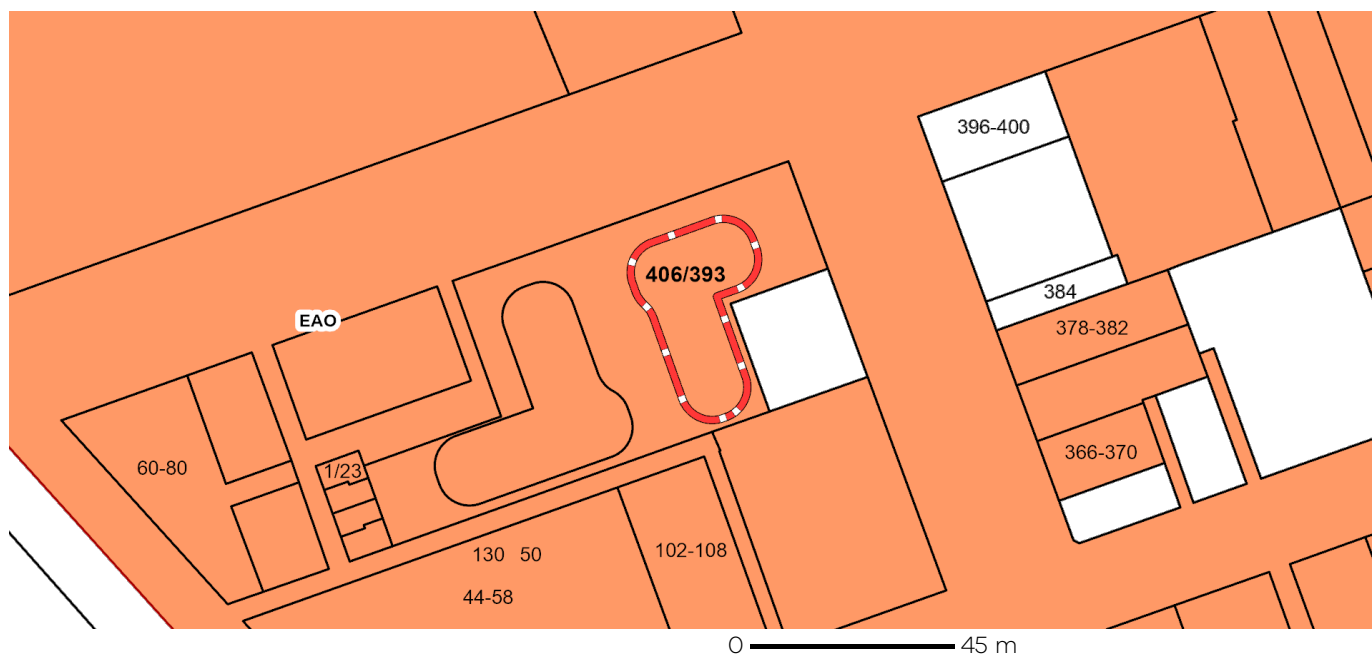
[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 12 \(DDO12\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 33 \(DDO33\)](#)



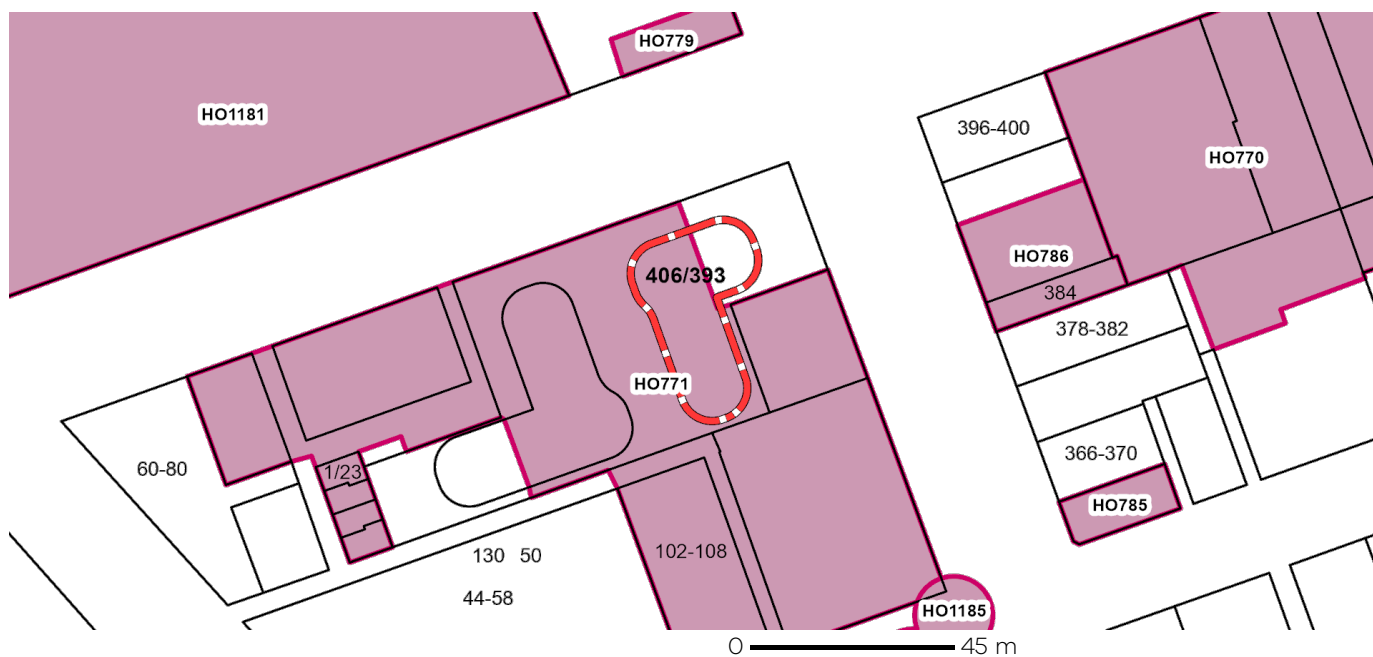
[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)



Planning Overlays

[HERITAGE OVERLAY \(HO\)](#)

[HERITAGE OVERLAY - SCHEDULE \(HO771\)](#)

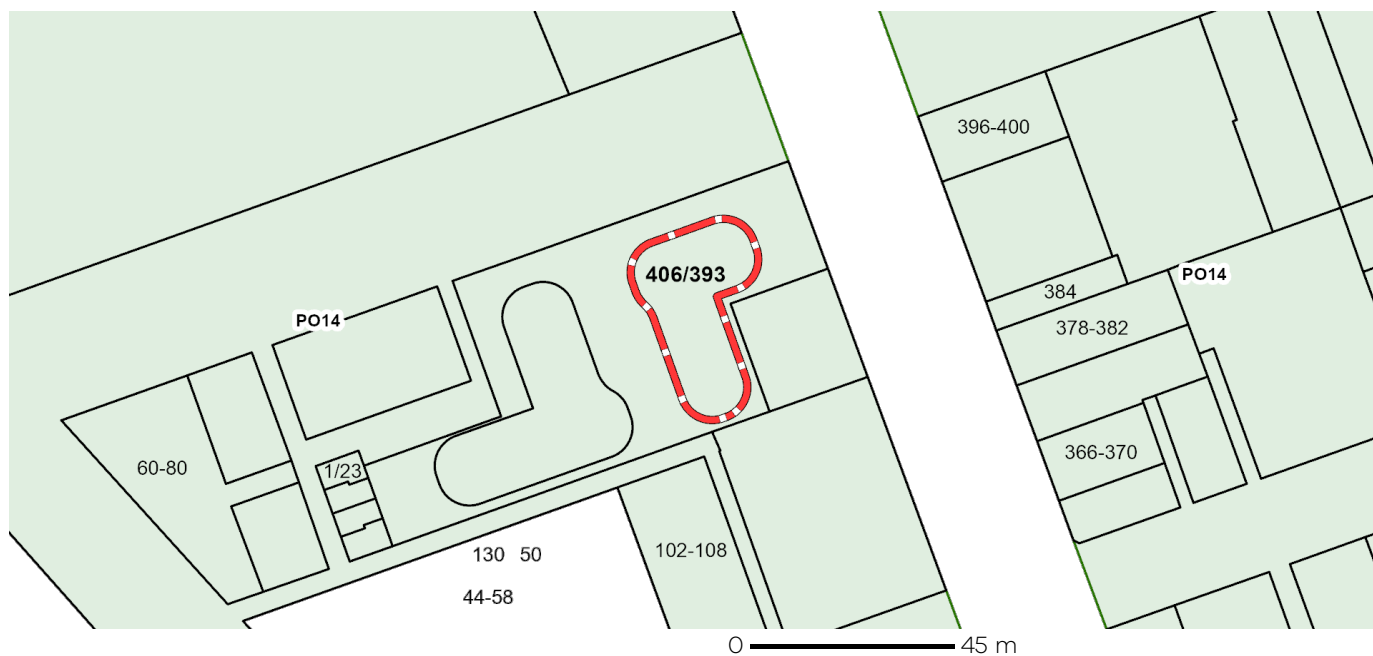


HO - Heritage Overlay

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

[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 14 SCHEDULE \(PO14\)](#)



PO - Parking Overlay

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

Further Planning Information

Planning scheme data last updated on 6 November 2025.

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

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

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

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

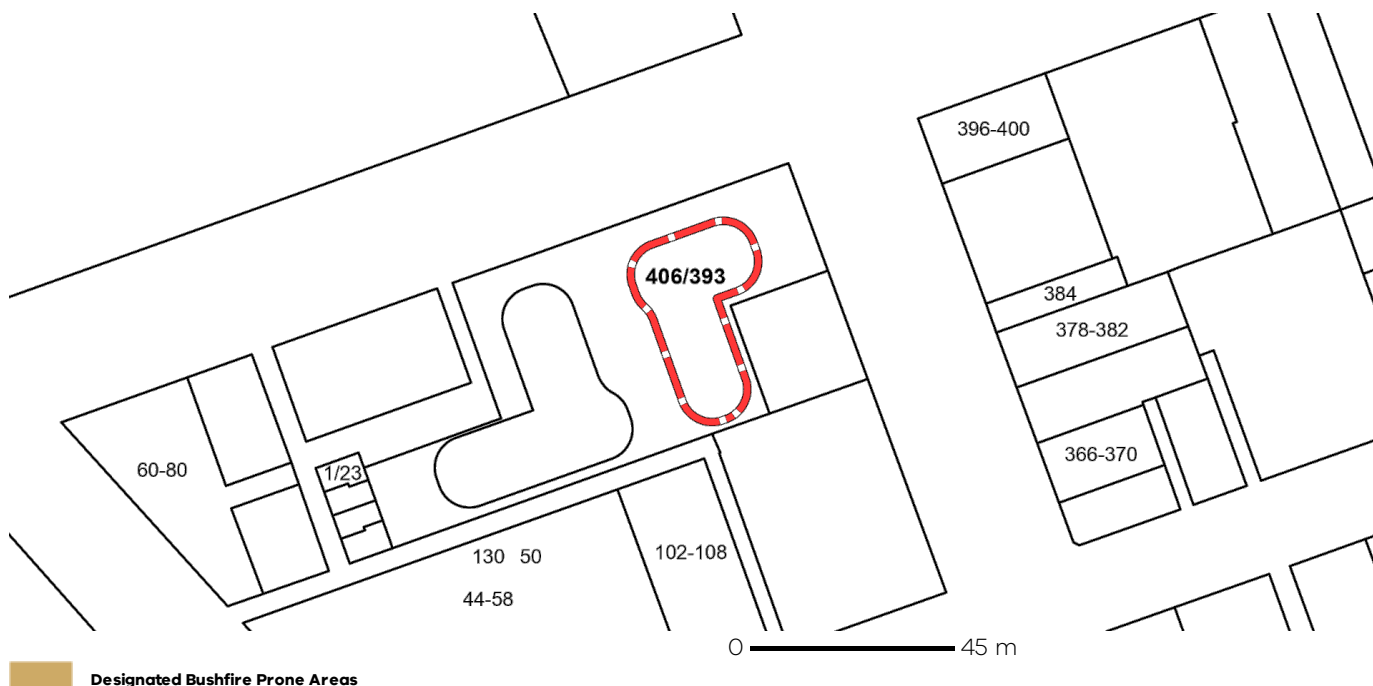
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

PROPERTY DETAILS

Address: **406/393 SPENCER STREET WEST MELBOURNE 3003**

Lot and Plan Number: **Lot 406 PS801387**

Standard Parcel Identifier (SPI): **406\PS801387**

Local Government Area (Council): **MELBOURNE**

Council Property Number: **706212**

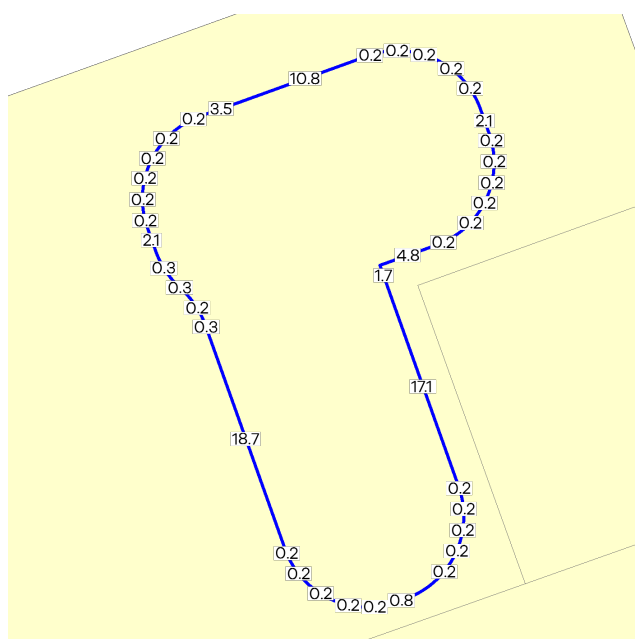
Directory Reference: **Melway 2E J2**

www.melbourne.vic.gov.au

Note: There are 173 properties identified for this site. These can include units (or car spaces), shops, or part or whole floors of a building. Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 777 sq. m

Perimeter: 124 m

For this property:

— Site boundaries

— Road frontages

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

225 overlapping dimension labels are not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

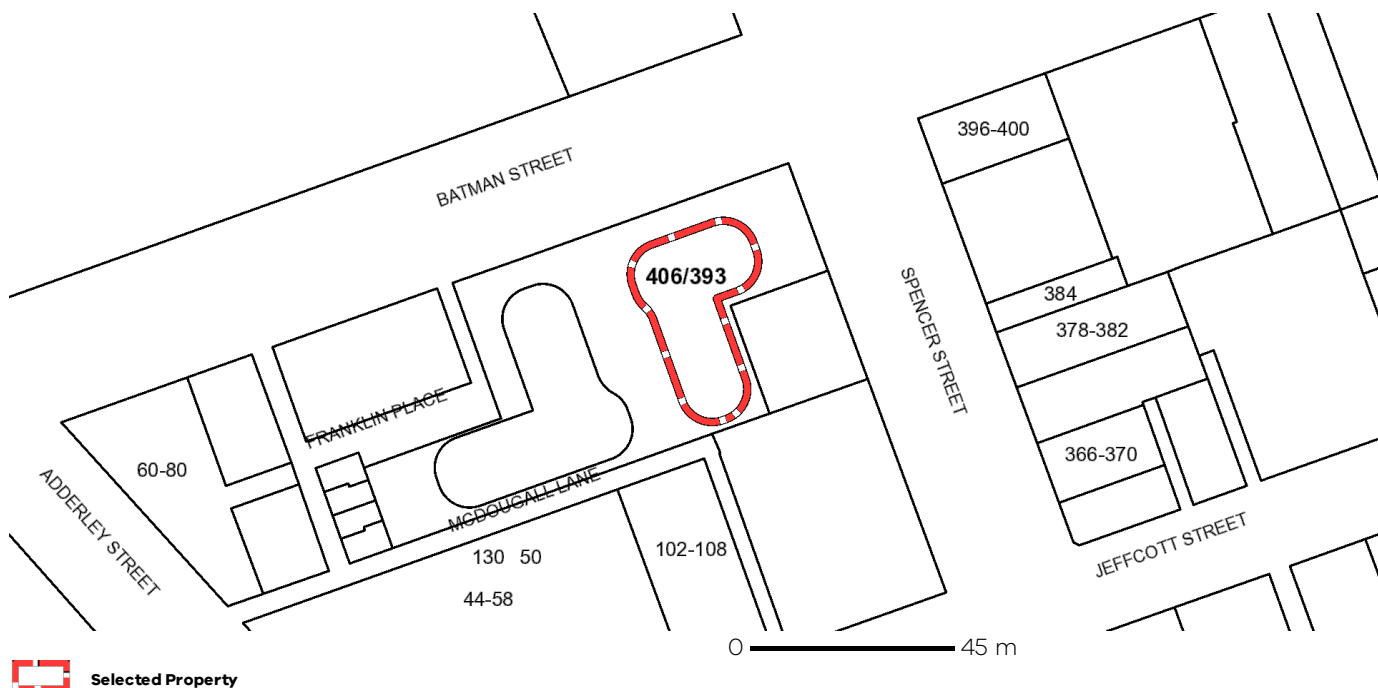
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



Selected Property

Residential Rental Agreement

no more than 5 years

Residential Tenancies Act 1997 (Section 26(1))

Residential Tenancies Regulations 2021 Regulation 10(1)

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

PART A – BASIC TERMS

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

1. Date of agreement

This is the date the agreement is signed: 05 / 09 / 2024

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

Street: 406/393 Spencer Street (1B,1B,1C)
Suburb: West Melbourne State: VIC Postcode: 3003

3. Rental provider's details

Full name or Company name: Bryan Jian Yu Tan
ABN/ACN (if applicable): _____

(Please fill out details below where no agent is acting for the rental provider)

Address: C/- Ironfish Real Estate
L1/326 William Street, Melbourne State: VIC Postcode: 3000
Phone number: ***** Email: leasing@ironfish.com.au

Full name or Company name: _____
ABN/ACN (if applicable): _____

(Please fill out details below where no agent is acting for the rental provider)

Address: _____
_____ State: _____ Postcode: _____
Phone number: _____ Email: _____

Rental provider's agent's details

Full name: Ironfish Real Estate
Trading name: Ironfish Real Estate
Address: 1/326 William Street
Melbourne State: VIC Postcode: 3000
Phone number: 0388423001 ABN/ACN (if applicable): 73 229 113 275
Email address: leasing@ironfish.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**: Lumina Suites

Current address: 105 Batman Street, West Melbourne

State: VIC Postcode: 3003

Phone number: ***** ABN/ACN: 92686789821 Email: Debraj.b@luminasuites.com.au

Full name of **renter 2**:

Current address:

State: Postcode:

Phone number: Email:

Full name of **renter 3**:

Current address:

State: Postcode:

Phone number: Email:

Full name of **renter 4**:

Current address:

State: Postcode:

Phone number: Email:

Note: If there are more than four renters, include details on an extra page.

5. Length of the agreement

☒ Fixed term agreement 1Year(start 18/10/2024 or 14days after the agreement is full signed whichever is later)

Start date: 18 / 10 / 2024

(this is the date the agreement starts and you may move in)

End date: 17 / 10 / 2025

☐ Periodic agreement (monthly) Start date:

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6. Rent

Rent amount (\$) (payable in advance) 2,694.00 Monthly

To be paid per ☐ week ☐ fortnight ☒ calendar month

Day rent is to be paid 1st of each month

(e.g. each Thursday or the 11th of each month)

Date first rent payment due: 01 / 11 / 2024

7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond amount (\$): 0.00

Date bond payment due: NA

PART B – STANDARD TERMS

8. Rental provider's preferred methods of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

- ☐ direct deposit ☒ bank deposit ☐ cash ☐ cheque or money order ☐ 
- ☒ other electronic form of payment, including Centrepay or any payment method introduced by the Agent from time to time.

Payment details (if applicable): Osko payment details will be provided by the agent upon request.

BSB no. _____ Account no. _____
Account name _____
Payment reference _____

9. Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and rental provider must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

- Rental provider 1:** ☒ Yes - insert email address, mobile phone number or other electronic contact details leasing@ironfish.com.au
☐ No
- Rental provider 2:** ☐ Yes - insert email address, mobile phone number or other electronic contact details _____
☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

- Renter 1:** ☒ Yes - insert email address, mobile phone number or other electronic contact details info@luminasuites.com.au
☐ No
- Renter 2:** ☐ Yes - insert email address, mobile phone number or other electronic contact details _____
☐ No
- Renter 3:** ☐ Yes - insert email address, mobile phone number or other electronic contact details _____
☐ No
- Renter 4:** ☐ Yes - insert email address, mobile phone number or other electronic contact details _____
☐ No

Note: If there are more than four renters, include details on an extra page.

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name	Ironfish Real Estate
Emergency contact phone number	Telephone: 03 8842 3001 or Fax: 03 8842 3002
Emergency contact email address	leasing@ironfish.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

☐ no ☒ yes

If yes, the rental provider must attach a copy of the rules to this agreement.

13. Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

- ☐ The condition report has been provided.
- ☒ The condition report will be provided to the renter on or before the date the agreement starts.

PART C – SAFETY-RELATED ACTIVITIES

14. Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16. Smoke alarm safety activities

- (a) The rental provider must ensure that:
- (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
- (i) Information about how each smoke alarm in the rented premises operates; and
 - (ii) Information about how to test each smoke alarm in the rented premises; and
 - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17. Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18. Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- (a) If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

PART D – RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the ***Residential Tenancies Act 1997*** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the Agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or otherwise interfere with safety devices on the premises.

Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs Victoria website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting.

Locks

- The rental provider must ensure the premises:
 - has locks to secure all windows capable of having a lock; and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - a personal safety intervention order.

Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

Urgent Repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
 - damage to the premises.
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in a reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

PART E - ADDITIONAL TERMS

21. Further Details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

Access and entry

- The rental provider may enter the premises:
 - at any time, if the renter has agreed within the last 7 days.
 - to do an inspection, but not more than once every 6 months.
 - to comply with the rental provider's duties under the Act.
 - to show the premises or conduct an open inspection to sell, rent or value the premises.
 - to take images or video for advertising a property that is for sale or rent.
 - if they believe the renter has failed to follow their duties under the Act.
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Additional General Terms



21.1 Residential Tenancies Act 1997

- (a) All provisions of this agreement are subject to the *Residential Tenancies Act 1997* (Victoria) ('Act').
- (b) If there is any inconsistency between a provision of this agreement and the Act, unless the Act permits otherwise, the Act will prevail.

21.2 Renter's obligations

The renter must not:

- (a) use the premises for any other use than its place of residence;
- (b) permit, cause or use the premises for any illegal or unauthorised purpose;
- (c) damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear) ;
- (d) make any modifications or alterations to the premises without the rental provider's written consent unless the modification or alterations are prescribed under the Act. The rental provider must comply with the Act in granting or refusing its consent.
- (e) use any of the rental provider's fixtures or fittings for any other use than the intended use;
- (f) cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- (g) park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the renter for such use or as agreed to by the rental provider;
- (h) use any machinery or equipment owned by the rental provider and left on the premises other than in accordance with the rental provider's or manufacturer's instructions;
- (i) permit any other person than the persons agreed by the rental provider to remain on the premises for more than 14 days;
- (j) smoke or permit any invitee to smoke within the premises;
- (k) without the consent of the rental provider:
 - (i) affix any satellite dishes, television cables or antennas to the premises;
 - (ii) install any air-conditioning units on the premises; or
 - (iii) alter, replace or remove any locks and security devices to the premises other than on the letterbox, and the rental provider must comply with the Act in granting or refusing its consent and it may provide as a condition of consent and that the renter returns the premises to its original condition at the end of the tenancy or that any modification be completed by a suitably qualified person or that the renter pay an additional amount of bond.

21.3 Maintenance and repairs

- (a) The renter must:
 - (i) keep the premises in good condition and repair (subject to reasonable wear and tear);
 - (ii) replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
 - (iii) make good any damage to the premises caused by the renter or its invitees (other than fair wear and tear);
 - (iv) keep the premises clear of any rubbish;
 - (v) dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;
 - (vi) regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement; and
 - (vii) not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains); and
 - (viii) keep the tenancy clean and free from mould, fungi and damp caused by the renter's use of the tenancy.

21.4 Owners Corporation

- (a) If the *Owners Corporation Act 2006* (Victoria) applies to this agreement the rental provider must give the renter a copy of the rules of the owners corporation at the commencement of the tenancy.
- (b) The renter must comply with the rules of the owners corporation at all times during the tenancy.

Additional General Terms



21.5 End of occupancy

At the expiration or earlier determination of this agreement, the renter must:

- (a) deliver vacant possession of the premises to the rental provider;
- (b) deliver to the rental provider or its agent all keys and security devices;
- (c) leave the premises in the same conditions (fair wear and tear excepted) as set out in the condition report; and
- (d) remove all of the renter's premises and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the renter's cost) caused by such removal.

21.6 Insurance

- (a) In relation to insurance policies taken out by the rental provider in respect of the Premises, the renter must not do any act or omission which would make an insurance policy invalid.
- (b) The renter acknowledges that it will be responsible to insure its contents (at its own cost).

21.7 Privacy

- (a) As part of the rental provider leasing the premises to the renter, the renter will be required to give the rental provider or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).
- (b) Subject to the *Privacy Act 1998* (Cth), the renter consents to providing such information and permits the rental provider and/or its agent to:
 - (i) disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the renter (or the privacy policy of the rental provider's agent), and for any matters, issues or disputes related to this agreement or rental;
 - (ii) to keep on its database for future marketing and sales campaigns or similar (including where the rental provider is not marketing or selling a property).
- (c) If the rental provider or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the renter, the rental provider or its agent must provide the renter with a copy of its privacy policy.

21.8 Counterparts and Execution

- (a) This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.
- (b) A copy of an original executed counterpart sent by facsimile machine, email or link emailed:
 - (i) will be treated as an original counterpart;
 - (ii) is sufficient evidence of the execution of the original; and
 - (iii) may be produced in evidence for all purposes in place of the original.
- (c) The person signing this agreement warrants that they have full authority to sign on behalf of the party they represent and has the authority to bind that party.
- (d) Each party consents to this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.
- (e) Without limiting **clause 21.8(d)**, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:
 - (i) computer generated;
 - (ii) by computer pen;
 - (iii) by a typed mark or name; or
 - (iv) physically signed on paper and scanned electronically.
- (f) The parties to this agreement agree that, despite any other clause of this agreement and despite custom, practice or code otherwise followed in respect of similar documents to this agreement, if executed electronically this agreement:
 - (i) is made on its execution by all parties to it (including electronic signature);
 - (ii) need not be executed and exchanged in counterparts; and
 - (iii) constitutes an original document in an electronic format.

Additional General Terms



- (g) Where either party applies an electronic signature to this Agreement or any other document attached or annexed to such:
 - (i) that party confirms that the method of identifying the person, their intention to be bound and method of signing is reliable and conclusive evidence of that party's intention to be legally bound by that document;
 - (ii) each party is able to rely on the electronic signature as if that party had signed the relevant document by manuscript signature in accordance with all legal requirements; and
 - (iii) each party consents to the conduct of an electronic transaction and the method of electronic signature used by the other party
- (h) Each party agrees that it will not contest the validity or enforceability of this Agreement, a contract or document because it was signed or transmitted electronically. Each party will not dispute the admissibility or authenticity of this Agreement, a contract or document on the grounds that it is not an original or that any signature was not manually affixed.

Additional General Terms



21.9 Additional Terms

21.9.1 Car Space: <1>; Storage Cage: <0>

21.9.1.1 If the premises comes with an allocated car space on the building's car stacker/hoist system, the renter understands that the car stacker/hoist induction is the renter's obligation and the induction cost is fully payable by the renter(s).

21.9.2 Inventory List: Please refer to the Entry/Incoming Condition Report - Inventory List.

21.9.3 The renter acknowledges that it is the renter responsibility upon the termination of this Agreement to deliver the keys of the premises to the agent's office.

21.9.4 COMPLY ACT, REGULATIONS AND RULES

21.9.4.1 The renter agrees to comply with any Act, Regulations, Rules or direction of any Government, semi Government or statutory body, Owners Corporate and Body Corporate.

21.9.4.2 The renter shall not keep or use any portable kerosene heaters, oil-burning heaters or heaters of a similar kind in the premises or hang any clothes outside the premises, including balconies other than where provision for the hanging of clothes has been provided.

21.9.4.3 The renter shall deposit all rubbish, including cartons and newspapers in a proper rubbish receptacle with a close-fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the renter for collection by the Local Council or Health Department and returned to its allotted place.

21.9.5 The renter hereby acknowledge(s) and agree(s) for the agent to take internal and external photos and/or video to display on websites, rental list, window display and brochures as applicable to promote this Property to prospective renters. The renter understand(s) that these photos/video may include personal belongings but will not include personal photographs or items which may identify a person.

21.9.6 RENTAL PAYMENTS AND RENTER INVOICE PAYMENTS

The renter agrees that rental payment and any renter invoice payments must be made via Direct Debit through Rental Rewards or EFTPOS/BANK CHQ/MONEY ORDER. No cash or personal cheque is accepted. The renter acknowledges and agrees to pay any transaction fee charged by bank or Rental Rewards.

21.9.7 DISHONOURS AND LATE RENTAL PAYMENTS

The renter agrees to pay dishonour fee specified in the agreement with Rental Rewards when the rental direct debit payment dishonours. Any rental payment made three days after the renter's due date must be made in BANK CHQ/MONEY ORDER/Direct Debit/ EFTPOS.

21.9.8 RENTAL PAYMENT THROUGH CENTRELINK OR OTHER THIRD PARTY PROVIDER

The renter agrees that any payment made through Centrelink Centrepay or any other third party provider (other than Rental Rewards), must be arranged in advance and approved by the agent. The renter understands that all payments must be made in full as per the signed residential rental agreement and funds must clear into The agent's trust account prior to the rental due date. The renter acknowledges and agrees to pay any transaction/processing fees charged by Centrelink or the third party provider. Should the agent incur a transaction/processing fee from the renter chosen payment provider, the agent has the right to recover all charges in full.

21.9.9 The renter or anyone on the premises with the consent of the renter agrees to NO SMOKING in the premises. The renter agrees to smoke outside the property and dispose of all cigarette butts appropriately and leave the premises litter free. If the renter, or anyone on the premises with the consent of the renter smokes in the property then the renter must pay all expenses that are incurred by the rental provider in reinstating the property as smoke free (this includes but not limited to repainting walls, replacement or the professional cleaning of window furnishing and or carpets).

21.9.10 The renter must have the carpets steamed upon vacating the premises.

21.9.11 The renter must not park their vehicle or allow any guest to park their vehicle on the nature strip. The renter also acknowledges that this is an infringement under council by law and may be fined accordingly.

21.9.12 The renter is to keep driveway clear at all times and park cars in allocated car bays only. Oil stains from vehicles are the renter's responsibility to remove within 14 days from the end of the tenancy.

21.9.13 In the event that the renter moves into a brand new property, the renter acknowledges and agrees to inform the agent of any defects within the initial period. Failure to inform the agent during this period may result in the renter being responsible for the repair of the defect at the renter cost.

21.9.14 Additional Terms to be continued on Annexure.

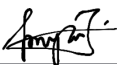
22. Signatures

This agreement is made under the **Residential Tenancies Act 1997 (Vic)**.
Before signing you must read **Part D–Rights and Obligations** in this form.

Rental provider

Signature of rental provider 1 (or managing agent)

Signature of rental provider 2 (or managing agent)


Dated 06/10/2024

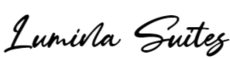
Dated

Renter

All renters listed must sign this residential rental agreement.

Signature of renter 1

Signature of renter 2


Dated 05/09/2024

Dated

Signature of renter 3

Signature of renter 4

Dated

Dated

Note: Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.

Annexure Add Terms

Additional Terms

21.9.15 If a renter wishes to vacate the premises during a current Residential Rental Agreement and transfer his/her tenancy to another party or existing party, the renter shall give the rental provider/agent written notice of his/her intention to vacate immediately. If an existing renter remains in occupation of the premises he/she must accept all liability for the property, including liability for current condition. If a new renter wishes to transfer into the tenancy, any/all current renter(s) must be in agreement and the applicant must first be approved by the rental provider/agent.

21.9.16 If a renter wishes to vacate the premises and terminate their current Residential Rental Agreement, the renter must immediately provide the rental provider/agent written notice of his/her intention to vacate the premises; and break lease fees will apply. The renter agrees to pay to the agent letting fee on a basis that is proportionate to the actual cost of securing the renter, Advertising fees, NTD Renter check fees and continue paying rent in accordance with residential rental agreement until a new tenancy starts or the current expires, whichever is sooner. The renter acknowledges that advertising for the property will not commence until such time as the advertising fee is paid.

Example*:

A renter has lived in rented premises under a residential rental agreement, on terms including a 12 month fixed term, rent of \$500 per week and a reletting fee of \$550. The renter notifies the property manager that the renter will terminate the rental agreement 6 months before the end of the fixed term. The property manager advertises the rented premises for rent immediately and finds a new renter. The advertising costs were \$302.50. The new renter enters the premises one week after the previous renter vacates the premises. The residential rental provider's costs of advertising and reletting fees are \$1,105, which is the sum of one week's rent (\$500), the reletting fee pro-rated for 6 months of the unexpired term of the agreement (\$275), advertising costs (\$302.50) and NTD Renter check (\$27.50).

*Important Note:

Please note that the above example is merely for illustrative purposes only. The example shown may not reflect the actual calculation of the total break lease fees.

21.9.17.1 The renter must return the premises to its original condition at the end of the tenancy minus wear and tear. The renter shall repair or replace, at the renter's expense, all loss or damage to the premises resulting from the renter's misuse.

21.9.17.2 Maintenance Responsibility

21.9.17.2.1 If maintenance persists for more than 3 consecutive days, the loss of rent will be deducted from the Rental Provider's prorated revenue for the duration of the maintenance period.

21.9.17.2.2 If the maintenance period exceeds 5 days, insurance will be claimed for loss of rent. If the insurance claim is declined, the loss of rent will be deducted from the Rental Provider's revenue.

21.9.17.3 Repair and Maintenance Costs

21.9.17.3.1 The Renter is responsible for covering any costs up to \$30 + GST, including labor. Any expenses exceeding \$30 + GST will be borne by the Rental Provider.

21.9.17.3.2 The Rental Provider authorizes the Renter to carry out repairs and maintenance costing up to \$1000 + GST. Repairs exceeding \$1000 + GST require approval from the Agent. Urgent maintenance under \$2500 + GST may be carried out by the Renter without prior approval.

21.9.18 NOTICE PERIODS

21.9.18.1 The Renter must provide a 30-day notice during force majeure events, such as COVID-19, but not limited to such events.

21.9.18.2 The Rental Provider must give a minimum 90-day notice leading up to the end of the lease term or afterward.

21.9.18.3 In the event that the rental provider deems it necessary to terminate the agreement prior to the designated lease end date, said rental provider may be obligated to provide compensation to the renter for any resultant losses.

21.9.18.4 Rental providers agent must be 'Ironfish Real Estate' for the period of this agreement. Should the managing authority of 'Ironfish Real Estate' be terminated or revoked, the renter reserves the right to terminate this agreement by providing 30 days' notice.

21.9.19 Additional Terms to be continued on Annexure.

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05/09/2024

Annexure Add Terms

Additional Terms

21.9.20 RENTAL PROVIDER STAYS

21.9.20.1 Peak Periods means months from October to March, and any public holidays, school holidays, and major events, including but not limited to Australia Open, Australian Grand Prix, NYE (New Year's Eve), AFL Grand Final, Spring Carnival, and any significant conferences that Melbourne may host. Additionally, Peak Periods also encompass Victoria, Queensland, and New South Wales school holidays in June/July, September/October, and December/January, as well as the period between Good Friday and Easter Monday (inclusive).

21.9.20.2 Off Peak Periods means all periods that are not Peak Periods.

21.9.20.3 The Rental Provider may stay on the premises during Off Peak Periods, as defined herein, subject to availability, provided the Client gives thirty (30) days' prior written notice of the intended period of use. The Rental Provider may utilize the Premises for a maximum of seven (7) nights per annum during Off Peak Periods without incurring additional charges. If the Rental Provider wishes to exceed the seven (7) night limit, subject to availability, they may do so at normal room rates and other applicable charges. The cost will be deducted from the rental amount on a pro-rata basis. Additionally, a one-time cleaning charge of \$150 + GST will apply for each stay, regardless of duration.

21.9.21 INSPECTION

21.9.21.1 The Rental Provider or Agent may enter the Premises to do an inspection, but written approval from the renter must be obtained before any inspections are carried out.

21.9.22 CONSENT TO SUBLEASE

21.9.22.1 Subject to the terms of this Agreement, the Rental Provider hereby grants the renter consent to the sublease.

21.9.22.2 Agreement To Sublease: The Demised Premises or any part thereof shall not be used for any illegal, unlawful or immoral purposes.

21.9.23 Rental Provider must maintain Standards

21.9.23.1 Standards mean a 4 star and above self-rating.

21.9.23.2 The Rental Provider must:

- (a) maintain at all times the Premises (including the Furniture) in good and substantial condition and in accordance with the Standards; and
- (b) not remove the Furniture Package from the Premises during the Term; and
- (c) pay the cost of repair and maintenance relating to the Premises, including without limitation, the cost of any repairs conducted pursuant to this clause and other costs incurred in accordance with the provision of this Agreement.

21.9.24 Wear and Tear

21.9.24.1 The Rental Provider acknowledges that the Premises will incur reasonable wear and tear due to its letting. To maintain the Standards, the Agent may request that the Rental Provider refurbish the Premises. If the Rental Provider does not refurbish the Premises as requested by the Renter, and the Premises does not, in the Renter's opinion (reasonably formed), meet the Standards, the Renter may suspend the letting of the Premises or let the Premises at a different rate, until the Premises meets the Standards.

21.9.25.2 The Renter agrees to maintain the property in a clean and well-kept condition throughout the tenancy, excluding reasonable wear and tear.

21.9.26 Failure to Maintain Standards

21.9.26.1 The Renter is not obliged to let the Premises unless the Rental Provider has caused the Furniture Package to be installed in the Premises.

21.9.26.2 If the Rental Provider fails to comply with clause 21.9.23, the Renter may suspend the letting of the Premises or let the Premises at a different rate, until the Premises meets the Standards until clause 21.9.23 has been complied with by the Rental Provider.

21.9.27 Provision of Access Devices:

21.9.27.1 "Access devices" refer to keys, FOBS, and CP Remotes necessary for entry and access to the premises.

21.9.27.2 The Rental Provider shall furnish the Renter with 4 sets of keys, 4 FOBS, and 1 CP Remote (if applicable) to facilitate access to the premises.

21.9.27.3 If the Rental Provider fails to provide the specified number of keys, FOBS, or CP Remotes, the Renter reserves the right, at its discretion, to procure the necessary access devices. The cost incurred for the procurement of access devices shall be charged to the Rental Provider.

21.9.28 The Rental Provider shall be responsible for providing and covering the cost of air conditioner servicing upon reasonable request by the renter, following identification of the need for such service.

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05/09/2024

Audit Trail

Document

Request Id

03e5c20c-71bc-4ef7-b650-5e55b6af3348

Created

Sep 5th 2024, 2:07 PM

Completed

Oct 6th 2024, 2:09 PM

Signing Complete

Agency

Agent

Name

Ironfish Real Estate

ABN

Address

1/326 Wiliam Street Melbourne VIC 3000

Name

Mark Ronnel

Email

applications1@ironfish.com.au

Signing Events

Mark Ronnel created the signing request.

Sep 5th 2024, 2:07 PM

Please sign this form by clicking the button below:

Renter (1) - Renter (1) was sent the signing request.

Sep 5th 2024, 2:07 PM

Debraj.b@luminasuites.com.au

Renter (1) - Renter (1) viewed the signing request.

Sep 5th 2024, 5:30 PM

Renter (1) - Renter (1) signed the document.

Sep 5th 2024, 5:31 PM

Lumina Suites

Rental Provider (1) - Rental Provider (1) was sent the signing request.

Oct 4th 2024, 2:49 PM

coral.xiao@ironfish.com.au

Rental Provider (1) - Rental Provider (1) viewed the signing request.

Oct 6th 2024, 12:58 PM

Rental Provider (1) - Rental Provider (1) signed the document.

Oct 6th 2024, 2:09 PM

Form

Form Id

233038

Name

LUMINA-SS -406/393 Spencer Street, West Melbourne, VIC 3003

Template

Residential Rental Agreement

Recipients (2)

Renter (1) Lumina Suites

Debraj.b@luminasuites.com.au

Rental Provider (1) Bryan Jian Yu Tan

coral.xiao@ironfish.com.au
