

QUEENS

C A R L T O N





Contract of Sale

Vendor:

**Landis Property (Aust) Pty Ltd
ACN 094 486 674**

**Property: Unit 403 (Lot 502), 'Queens Carlton'
108 Queensberry Street, Carlton, Victoria, 3053**

Ref: HK:JL:170508

ADVICE. STRATEGY. OUTCOME MANAGEMENT.

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CONTRACT OF SALE OF REAL ESTATE

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- * Particulars of sale;
- * Special conditions, if any;
- * General conditions; and
- * Vendor's Statement

and 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 the 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 / /20

Print name of person signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

SIGNED BY THE VENDOR on / /20

For and on behalf of Landis Property (Aust) Pty Ltd ACN 094 486 674

Print name of person signing.....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 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 mainly for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used mainly for farming;
- you and the vendor previously signed a similar contract for the same property; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)

Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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:

Tel: Fax: Ref:

**VENDOR'S LEGAL PRACTITIONER
OR CONVEYANCER:**

Kalus Kenny Intelex
of Suite 3, Level 3 Como Centre
299 Toorak Road, SOUTH YARRA, 3141
DX 32802 COMO
Tel: 8825 4800 Fax: 9826 9909
Ref: Steven Apostolou /Jessica Lee

**PURCHASER'S LEGAL
PRACTITIONER OR
CONVEYANCER:**

DX

Tel: Fax:

Ref:

VENDOR:

Landis Property (Aust) Pty Ltd ACN 094 486 674
of 6A Como Centre, Level 1, 299 Toorak Road,
SOUTH YARRA, 3141

PURCHASER:

Name:

.....
and/or nominee

Address:

.....
Email Address:

Phone:

Mobile:

Drivers Licence No:
(attach a copy of both sides to the Contract of Sale)

Tax File No:

Note: All contact details including email address and

telephone numbers must be completed.

LAND:
(general conditions 3 & 9)

The Land is described in the table below:

Certificate of Title Reference	Being Lot	On Plan
Volume 11876 Folio 345	502	Plan of Subdivision PS 727379S (Plan of Subdivision)

PROPERTY ADDRESS:

Unit 403 (Lot 502), 'Queens Carlton',
108 Queensberry Street, Carlton VIC 3053

GOODS SOLD WITH THE LAND:
(general condition 2.3(f))

All fixed floor coverings, electric light fittings and window furnishings

PAYMENT:
(general condition 11)

PRICE \$

DEPOSIT \$ _____ being 10% of the Price

BALANCE \$ _____ payable at settlement

GST:
(general condition 13):

The price includes GST (if any) unless the words “plus GST” appear in this box:

XXXXXXXXXXXXXXXXXXXX

If this is a sale of a “farming business” or “going concern” then add the words “farming business” or “going concern” in this box:

XXXXXXXXXXXXXXXXXXXX

If the margin scheme will be used to calculate GST then add the words “margin scheme” in this box:

Margin Scheme

SETTLEMENT:
(general condition 10):

Is due on ____ / ____ / 201__.

LEASE:
(general condition 1):

At settlement the purchaser is entitled to vacant possession of the property unless the words “subject to lease” appear in this box:

Not Applicable

in which case refer to general condition 1.1.

TERMS CONTRACT:

(general condition 23):

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

Not Applicable

SPECIAL CONDITIONS:

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

Special Conditions

SCHEDULE

ITEM 1 (general condition 1.1)

Encumbrances to be assumed by the Purchaser:

- All restrictions set out in the Vendor's Statement to the Purchaser of Real Estate pursuant to Section 32 of the Sale of Land Act 1962, a copy of which is attached to this Contract (**the Vendor's Statement**);
- Any easements and covenants disclosed in the Certificate of Title, the Planning Permit and the Plan of Subdivision;
- Any Easements implied under the Subdivision Act 1988 and all Easements, Restrictions or other rights appropriated, reserved or created by the registration of the Plan of Subdivision; and
- Any restrictions contemplated by this Contract of Sale.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*

TITLE

1. Encumbrances

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

2. Vendor Warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a preemptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

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

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

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.

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

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

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

- (a) the personal property is of a kind that may 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.

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

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

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

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

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

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

- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor:
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay, as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. 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.

9. General Law Land

- 9.1 This condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

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

11. Payment

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 12. Stakeholding**
- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13. GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) **GST** includes penalties and interest.
- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15. Adjustments**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

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

TRANSACTIONAL

16. **Time**
- 16.1 Time is of the essence of this contract.
 - 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
17. **Service**
- 17.1 Any document sent by
 - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
 - 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
 - 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.
18. **Nominee**
- The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
19. **Liability of signatory**
- Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of default by a proprietary limited company purchaser.
20. **Guarantee**
- The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.
21. **Notices**
- The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
22. **Inspection**
- The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
23. **Terms contract**
- 23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
 - 23.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

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

24. Loss or damage before settlement

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

25. Breach

- A party who breaches this contract must pay to the other party on demand:
- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
 - (b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.

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

SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Contract unless the context otherwise requires, the following expressions shall have the following meanings:

Business Day means the day on which trading banks are open for business in the City of Melbourne.

Clearance Certificate means a clearance certificate issued by the Commissioner pursuant to section 14-220(1) of Schedule 1 to the Tax Act.

Common Property means common property or common properties identified on the Plan of Subdivision.

Contamination has the meaning given to that term in Special Condition 19(b).

Contract means this contract of sale of real estate and includes the annexures and schedules to this Contract.

Development means the whole of the land and any improvements which are constructed on the land in the Plan of Subdivision.

Deposit means the deposit specified in the Particulars of Sale.

FRCGW means foreign resident capital gains withholding payment.

General Conditions means the General Conditions attached to this Contract.

GST means Goods and Services Tax with the meaning of the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (as amended).

Guarantee means the guarantee contained in Annexure A.

Land means the Land described in the particulars of sale.

Owners Corporation means the relevant owners corporation or owners corporations established and created upon Registration of Plan of Subdivision.

Owners Corporations Act means the *Owners Corporations Act 2006*.

Owners Corporation Rules means the owners corporation rules (and annexures thereto) as may be adopted and amended from time to time.

Particulars of Sale means the Particulars of Sale forming part of this Contract.

Plan of Subdivision means Plan of Subdivision No. PS 727379S, a copy of which is annexed to the Vendor's Statement.

Property means the property described in the Particulars of Sale.

Purchase Price means the purchase price for the Property specified in the Particulars of Sale.

Purchaser means the person so described in the Particulars of Sale or elsewhere in this Contract and includes the Purchaser's successors and permitted assigns and in the case of a corporation includes its administrators, managers, controllers, receivers and liquidators, and in the case of a natural person includes their administrators, trustees, beneficiaries and executors.

Related Body Corporate has the meaning ascribed thereto in the *Corporations Act 2001*.

Sale of Land Act means the *Sale of Land Act 1962*.

Settlement Date means the date specified in the Particulars of Sale as being the due date for settlement of this Contract.

Subdivision Act means the *Subdivision Act 1988* as amended from time to time.

Tax Act means the *Tax Administration Act 1953* (Cth).

Vendor means the person described in the Particulars of Sale and includes its successors and permitted assigns.

Vendor's Agent means the agent specified in the Particulars of Sale (if any).

Vendor's Solicitors means Kalus Kenny Intelex.

Vendor's Statement means the statement made by the Vendor under section 32 of the Sale of Land Act, a copy of which is attached to this Contract.

1.2 Headings

Headings and Special Condition headings have been inserted for guidance only and do not form part of the context of this Contract and are not to be taken into account when this Contract is interpreted.

1.3 Joint and Severable

Where the obligations and covenants given and undertaken herein are given by more than one person they shall be deemed to have been given and undertaken jointly and severally.

1.4 Further Acts

Each of the parties shall sign, execute and deliver all such documents and instruments and shall do all such acts and things as may be necessary or desirable to give effect to this Contract.

1.5 Severability

If any of the provisions of this Contract shall be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or enforceability or illegality (unless deletion of such provision or provisions would substantially alter the expressed or implied intent of the parties), will not effect the operation or interpretation of any other provisions of this Contract to the intent that the invalid, unenforceable or illegal provision or provisions would be treated for the purposes of this Contract as severed from this Contract.

1.6 Acknowledgment

The Purchaser acknowledges that prior to the execution of this Contract he has received from the Vendor's Agent:

- (a) a statement pursuant to section 51 of the *Estate Agents Act 1980* (if applicable);
- (b) a complete copy of this Contract and a Vendor's Statement pursuant to section 32 of the Sale of Land Act; and
- (c) the Due Diligence Checklist published by Consumer Affairs Victoria, a copy of which is attached to this Contract as Annexure B.

1.7 No Representation

The Purchaser agrees and acknowledges that:

- (a) this Contract contains and sets forth all the terms and conditions of and relating to the sale of the Property by the Vendor to the Purchaser and that so far as is legally permissible there are no conditions, warranties or other terms affecting or relating to this sale other than those embodied herein and the Purchaser acknowledges that the Vendor has given no warranty nor made any representation in relation to the Property;
- (b) no servant or agent of the Vendor, consultant, professional advisor or other person on behalf of the Vendor has made or has had any authority to make any representation, warranty, arrangement, condition, statement or agreement binding on the Vendor which is not embodied in this Contract;
- (c) the description of areas and measurements appearing in any marketing material with respect to the Property are approximations only and may differ from such actual areas and measurements of the Property;
- (d) the Purchaser has made its own enquiries to satisfy itself as to all aspects of the Property and has obtained independent legal and financial advice in relation to all of the information contained herein; and
- (e) the information contained in any promotional material is a guide only and does not constitute an offer, inducement, representation, warranty or contract.

1.8 Waiver

No waiver of any breach of this Contract or any of the terms of this Contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

1.9 References to statutes

In this Contract, a reference to a statute, ordinance, code or other law includes any regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Contract.

1.10 References to things

In this Contract, a reference to a thing (including an amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.

1.11 Persons

In this Contract, unless the contrary intention appears, the word person includes a firm, a body corporate, an unincorporated association or an authority.

1.12 Genders

In this Contract, unless the contrary intention appears, words importing the masculine gender shall include the feminine and neuter genders and vice versa.

1.13 Business Days

Where any act, matter or thing is required by this Contract to be performed or carried out on a certain day and that day is not a Business Day, then that act, matter or thing shall be carried out on the next following Business Day.

1.14 Governing Law

This Contract shall be construed in accordance with and shall be governed by the laws for the time being in force in the State of Victoria and the parties submit to the jurisdiction of the Courts of the State of Victoria and all Courts of Appeal from those Courts.

2. AMENDMENTS TO GENERAL CONDITIONS

- (a) Without limiting the operation of any other Special Condition contained in this Contract, the following General Conditions shall not apply to this Contract:
 - (i) General Condition 5;
 - (ii) General Condition 7;
 - (iii) General Condition 15.2 (b);
 - (iv) General Conditions 24.4, 24.5 and 24.6; and
 - (v) General Condition 26.
- (b) For the avoidance of doubt, the Purchaser acknowledges and agrees that:
 - (i) some of the General Conditions have been modified by these Special Conditions; and
 - (ii) in the event of any inconsistency between the General Conditions and the Special Conditions, the Special Conditions will prevail in the extent of any such inconsistency.

3. DEPOSIT MONEY

- (a) Any deposit monies (as defined by Section 23 of the Sale of Land Act) shall be held as a stakeholder by and applied by the Vendor's Solicitors in accordance with Division 3 of the said Act. The Stakeholder shall be entitled (but shall not be obliged to) to place the deposit monies in an interest bearing Bank Deposit and any interest earned (less costs duties and expenses incurred in connection therewith) shall be paid to the party who becomes entitled to the stake.
- (b) The Purchaser shall pay to the Vendor the residue of the Purchase Price at the Settlement Date save for any adjustments, if any, provided in this Contract.

4. DEFAULT INTEREST

If the Purchaser defaults in payment of any money under this Contract the Purchaser shall pay to the Vendor interest at the rate of sixteen per centum (16%) per annum computed on the money overdue during the period of default without prejudice to any other rights of the Vendor.

5. WARRANTIES AND ENTIRE AGREEMENT

- (a) The parties agree and acknowledge that this Contract contains and sets forth all of the terms and conditions of and relating to the sale of the Land by the Vendor to the Purchaser and that so far as is legally permissible there are no conditions, warranties or other terms affecting or relating to this sale other than those embodied herein and in particular the Vendor gives no warranty as to the condition of any of the improvements on the Land or of any of the fixtures and fittings included in the same.
- (b) The Purchaser acknowledges that the Vendor's Agent has acted as agent for the Vendor and that, except for any disclosure by the Vendor or the Vendor's Agent to the Purchaser in accordance with the provisions of the Sale of Land Act, no information statement representation or warranty (whether oral or in any advertisement brochure or otherwise) of the Vendor or the Vendor's agent (apart from those statements contained in the Vendor's Statement a copy of which is annexed to this Contract) was made with the intention or knowledge that it would be relied upon and that no such information statement representation or warranty has in fact been relied upon and it is further agreed that this Contract and the original Vendor's Statement are the sole and full repository of the agreement between the Vendor and the Purchaser.

6. CONDITION OF PROPERTY

The Purchaser acknowledges that:

- (a) Any improvements on the Property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those

laws shall not constitute and shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection, claim any compensation or refuse or delay payment of the Purchase Price or any part thereof on any such ground.

- (b) The Purchaser has purchased the Property as a result of the Purchaser's own inspection or inquiries and that the Purchaser does not rely on any representation or warranty of any nature made by or on behalf of the Vendor or the Vendor's agents, consultants and advisors concerning the state of repair and condition of the Property and the Purchaser purchases the Property subject to all faults and defects both latent or patent and that the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters and the Purchaser shall not make any requisition or objection, claim any compensation or refuse or delay payment of the Purchase Price or any part thereof on any such ground.
- (c) The Purchaser cannot make any requisition, objection or claim for compensation in relation to any Contamination or pollution in or on the Property or in relation to any encroachment onto the Land or any encroachment by buildings on the Land over abutting lands or in relation to the location of any fences on the Land or on abutting lands or in relation to any failure to comply with any planning scheme, planning permit, restrictive covenant or other restriction affecting the Property or any failure to comply with any building regulation. None of those things constitutes a defect in the Vendor's title.

7. NO CLAIM FOR MISDESCRIPTION

The Purchaser admits that the Land as offered for sale and inspected by him is identical with that described in the title particulars given above and shall not make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.

8. DEFAULT

The Vendor gives notice to the Purchaser that if the Purchaser fails to complete the purchase of the Property by the Settlement Date the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to interest payable in accordance with Special Condition 4 of this Contract:

- (a) all costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (b) penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- (c) interest payable by the Vendor under any existing mortgage over the Property calculated from the Settlement Date;
- (d) legal costs and expenses as between the Vendor's Solicitor and the Vendor;
- (e) all reasonable expenses incurred by the Vendor as a result of the breach, including all accommodation costs (if any); and
- (f) the costs of the Vendor for remedying any default by the Purchaser under this Contract which the Vendor may but is not obliged to do and may do without any notice to the Purchaser and if so elected by the Vendor, all costs incurred by the Vendor (including all legal costs charged on a solicitor and own client basis), professional costs and disbursements and expenses including consultants' costs,

without prejudice to any other rights that the Vendor may have in respect of the Purchase in relation to such default and in particular without prejudice to the Vendor's rights to terminate this Contract.

9. STATUTORY RESTRICTIONS

The Property is sold and the Purchaser takes title subject to the provisions of the Sale of Land Act and in particular to the following:

- (a) the easements (both express or implied) affecting the Land by virtue of the Act and any rights easements or encumbrances which are appurtenant to any adjoining property;
- (b) any restrictions on user or scheme or plan of development under the Local Government Act 1989, the Melbourne and Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

10. OUTGOINGS

10.1 General Condition 15.2

General Condition 15.2 must be read to include:

- (a) the contributions (if any) demanded, paid or payable to the Owners Corporation; and
- (b) the amounts paid by the Vendor to or on behalf of the Owners Corporation in respect of insurance premiums, maintenance and other outgoings.

10.2 Lot not separately assessed

In the event that the Lot is not separately assessed in respect of any rates, taxes, assessments, fire insurance premiums, Owners Corporation fees or other outgoings, then for the purposes of apportionment of such outgoings, the Purchaser will bear such proportion of the total outgoings as the lot liability of the Lot bears to the total lot liability of all of the Lots on the Plan of Subdivision.

10.3 Unpaid rates, outgoings and charges

The Vendor and the Purchaser agree that adjustments of rates, charges and like outgoings at Settlement Date must be made on the basis that the Purchaser accepts responsibility for all such unpaid rates, charges and like outgoings accruing following the Settlement Date.

10.4 Land tax

- (a) In the case of Land Tax, the Purchaser acknowledges that the Victorian State Revenue Office may group all Lots on the Plan of Subdivision and assess Land Tax against the Vendor based on the aggregate of the unimproved values of each Lot on the Plan of Subdivision.
- (b) Despite that on a single holding basis no Land Tax may be assessable for the Property, the Purchaser must pay to the Victorian State Revenue Office, or reimburse the Vendor for Land Tax on the Property according to the following formula:

$$A = \frac{L \times U}{T}$$

A = Land Tax payable by the Purchaser with respect to the Property

L = Land Tax assessed with respect of the Land

U = Lot liability of the Lot

T = Total Lot liability of all Lots on the Plan of Subdivision

10.5 Purchaser to indemnify

The Purchaser must, as from Settlement Date, keep the Vendor indemnified against any liability for all amounts which may be claimed against the Vendor in respect to any fees, costs, levies, charges, expenses and special levies of the Owners Corporation.

11. OWNERS CORPORATION

11.1 As from the Settlement Date the Purchaser shall be bound by all Owners Corporation Rules, agreements, deeds, licences or leases and any variation or amendment thereto as if the Purchaser was a member of the Owners Corporation.

11.2 So long as the Vendor shall be registered or entitled to be registered as the proprietor of one or more lots on the Plan of Subdivision the Purchaser will not without the Vendor's written consent:

- (a) amend or cast any vote in favour of amending any Owners Corporation Rules; and/or
- (b) lease or otherwise dispose of or grant any right over the Common Property or concur in any such lease or disposition or grant; and/or
- (c) vote in respect of any resolution brought at any meeting of any Owners Corporation in any way prejudicial to the interests or requirements of the Vendor.

11.3 The Purchaser further acknowledges and understands that the Property forms part of a mixed use development and the Purchaser consents to and will make no objection to any such permitted use to which the Property and Development is put.

11.4 The Purchaser acknowledges that it is aware of (and will not object to, claim any compensation, rescind or terminate the contract) agreements, deeds, licenses and leases entered into by the Owners Corporation.

11.5 The Purchaser shall not make any requisition in respect of, objection to, claim any compensation, rescind or terminate this Contract in respect of any matter relating to this Special Condition 11.

11.6 The Purchaser acknowledges that this Special Condition 11 will not merge on the Settlement Date and will continue to bind the Purchaser and the Purchaser's successors in title and the Purchaser will include in any sale, transfer or disposition of the Property a condition whereby the purchaser, transferee or grantee and their successors in title agree to be bound by this Special Condition.

12. DELIVERY OF TRANSFER

If the Purchaser fails to deliver the Transfer to the Vendor's Solicitors on or before the due date for delivery of the Transfer under General Condition 6, then without prejudice to the Vendor's other rights:

- (a) the Vendor will not be obliged to complete this Contract until the expiration of ten (10) days from the date of delivery of the Transfer to the Vendor's Solicitors;

- (b) the Purchaser will be deemed to have made default in payment of the residue of the Purchase Price for the period equal to the number of days between the date being ten (10) days before the Settlement Date and the date of actual delivery of the Transfer to the Vendor's Solicitors (**default period**); and
- (c) interest in accordance with Special Condition 4 will be payable on the residue of the Purchase Price and will be deemed to have been demanded by the Vendor from the Purchaser and will be payable by the Purchaser to the Vendor for the default period in addition to, and not by way of substitution for, any other rights or remedies the Vendor may have against the Purchaser pursuant to this Contract, including any default costs set out in Special Condition 8 of this Contract.

13. SECURITY INTERESTS

The Purchaser acknowledges that in the event of a security interest registered against the Vendor, (other than by the Mortgagee) the Purchaser will accept a letter releasing the Property from the charge at Settlement and the Purchaser will not require a formal release of charge document at Settlement, nor deduct any monies for such.

14. STAMP DUTY - PURCHASERS BUYING UNEQUAL INTERESTS

- (a) If there is more than one purchaser, it is the Purchasers' responsibility to ensure this Contract correctly records at the date of sale the proportions in which they are buying the Property (**proportions**).
- (b) If the proportions recorded in the transfer differ from those recorded in this Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) The Purchaser fully indemnifies the Vendor, the Vendor's agent and the Vendor's Solicitor against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in this Contract.
- (d) This Special Condition will not merge on completion.

15. NOMINATION

- (a) If the Contract says that the Property is sold to a named purchaser "and/or nominee" (or similar words), subject to this Special Condition 15, the Purchaser shall have the right at any time not later than ten (10) Business Days prior to the Settlement Date to nominate a person (being a corporation or otherwise) in his place as purchaser. Such nomination shall be effected by the Purchaser by delivering to the Vendor or the Vendor's Solicitors:
 - (i) an executed nomination form, executed by the Purchaser and the nominee;
 - (ii) a photocopy of a statutory declaration by the nominee in the form required by the Victorian State Revenue Office in respect of such nomination;
 - (iii) if the nominee is a company, a duly executed Guarantee set out in Annexure A; and
 - (iv) a direction that the Deposit is to be held on behalf of the nominee.
- (b) The Purchaser acknowledges and understands that notwithstanding the nomination of the substitute or additional Purchaser, the Purchaser will remain liable to perform all of the obligations of the Purchaser under this Contract.
- (c) The Vendor and its agents make no warranty, representation or promise as to whether any nomination is dutiable or non-dutiable and in all other respects it is the responsibility of the Purchaser to determine and be informed as to the stamp duty consequences of any nomination.

16. FIRB APPROVAL

- (a) The Purchaser warrants to the Vendor that:
 - (i) by entering into this Contract the Purchaser is not in breach of the Foreign Acquisitions and Takeovers Act 1975 (Cth); and
 - (ii) the Purchaser has obtained:
 - (A) any approval required from any authority under any law; and
 - (B) any authority of the Reserve Bank of Australia required under the Banking (Foreign Exchange) Regulations (Cth),
- to enter into this Contract.
- (b) If any of the warranties in this Special Condition are untrue then:
 - (i) the Purchaser will be in default under this Contract; and
 - (ii) the Purchaser will indemnify and keep indemnified the Vendor against any loss suffered by the Vendor as a result of the Vendor having relied on the warranty.

17. SUITABILITY FOR PURPOSE

The Vendor has not made and shall not be construed as having made any representation or warranty that:

- (a) the Property and/or the improvements on the Property (if any) are suitable for any purpose which the Purchaser may have indicated as its intention to pursue; or
- (b) that any permit of any nature whatsoever has been obtained or is available from any relevant authority with respect to the use of the Property. Prior to entering into this Contract the Purchaser has made its own enquiries and investigation into these matters and relies entirely on the results of its own investigations and its own judgment.

18. WARRANTIES

The Purchaser represents and warrants to and agrees with the Vendor that:

- (a) it takes the Property on an "as is/where is" basis and takes full responsibility for the Property;
- (b) it accepts liability for all improvements on the Land and for all costs, expenses and damages it may suffer or any claims made against the Vendor in connection with the Land arising out of or in connection with the conditions (including climatic) or the characteristics encountered on, in, under, near or in connection with the Land or the suitability of the Land and its services;
- (c) it has not entered into this Contract on reliance on any information, representation, promise, statement or inducement by or on behalf of the Vendor or the State of Victoria or any other person other than as expressly set out in this Contract, including:
 - (i) any representation concerning the Land, use and the future use of the Property;
 - (ii) any report or information relating to the nature or condition of the Property or its surroundings made available by consultants by or on behalf of the Vendor or any other person to the Purchaser or any person on its behalf whether before or after the date of this Contract; or
 - (iii) the location or availability of any services servicing the Property (whether from within, from or to the Property, or in relation to any rights of entry or egress in the Property in respect of the condition or quality of any services, but has:
 - (iv) had the opportunity to undertake and has undertaken a full due diligence of the Property and all other matters and things associated with the Property and/or that may affect the Purchaser and the Property;
 - (v) has undertaken a comprehensive due diligence of the Property; and
 - (vi) has satisfied itself in respect of all matters relating to the Land and the Property;
- (d) it has the power and has taken all corporate and other actions required to enter into this Contract and to authorise the execution and delivery thereof and the performance of its obligations thereunder; and
- (e) the execution, delivery and performance of this Contract does not violate its Constitution or an existing law or any document or agreement to which it is a party or which is binding upon it or any of its assets.

The Purchaser acknowledges that the Vendor is entering into this Contract in reliance on the Purchaser's representations and warranties set out in this Contract.

19. NO OBJECTIONS OR COMPENSATION AND RELEASE AND INDEMNITY

- (a) The Purchaser must not make any objection or claim, any compensation or refuse or delay payment of the whole or any part of the Purchase Price because of any of the matters referred to in this Special Condition 19 including any one or more of:
 - (i) the presence of any Contamination in, on or under or affecting the Land;
 - (ii) any misdescription of the Land whether it is in relation to area measurement or occupation;
 - (iii) any planning restriction; or
 - (iv) any improvements on the Land do not comply with the Building Act 1993, the Building Regulations 1994, the Building Code of Australia or any other regulations, rules or local laws or because of a state of repair and condition.
- (b) In this Contract **Contamination** means the presence of any substance:
 - (i) which could result in a public authority issuing a notice requiring work to be done to the Land, investigations to be carried out on the Land and/or requiring the monitoring of the Land;
 - (ii) which is potentially harmful to human health or the environment;
 - (iii) which breaches any legislation or authorisation which relates to the environment; or
 - (iv) which, in the context in which it is found or proposed to be used or deposited (as the case may be), is detrimental to the beneficial use of the environment.

20. NON MERGER

- (a) This Contract and all other warranties and indemnities given by each party to the other of them under this Contract will remain in full force and effect notwithstanding the settlement of the sale of the Property and the provisions hereof will not merge with any conveyance or transfer of the Property or with any registration of any conveyance or transfer of the Property.
- (b) The Purchaser acknowledges and agrees that:
 - (i) any provision of this Contract that is capable of having effect after the Settlement Date is to continue despite settlement having taken place; and
 - (ii) rights in connection with a breach of this Contract are not affected by the settlement or termination of this Contract.

21. SELLING ACTIVITIES

- 21.1 The Purchaser acknowledges and agrees that both before and after the Settlement Date the Vendor and persons authorised by the Vendor are entitled to and may conduct marketing, leasing and selling activities in and on the Development in such manner as the Vendor in its sole discretion determines and may place and maintain in, on and about the Development signs in connection with those marketing, leasing and selling activities and conduct sales by public auction.
- 21.2 The Purchaser acknowledges and agrees whilst the Vendor is registered proprietor or entitled to be registered proprietor of a lot on the Plan of Subdivision, any sale transfer or disposition of the Property will include a condition whereby the purchaser or transferee agrees to be bound by this Special Condition.

22. GUARANTEE

If a company purchases the Property:

- (a) any person who signs this Contract will be personally liable for the due performance of the Purchaser's obligations as if the signatory were the Purchaser; and
- (b) the Purchaser must procure that every director of the Purchaser must sign the Guarantee on or prior to the Day of Sale.

23. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

- (a) For the purpose of this Special Condition 23, words which are defined or used in Subdivision 14-D of Schedule 1 to the Tax Act have the same meaning in this Special Condition unless the context requires otherwise.
- (b) The Purchaser acknowledges and agrees that:
 - (i) the Vendor will provide to the Purchaser a Clearance Certificate on or before the settlement date or such other date as may be required by law;
 - (ii) the Purchaser is not entitled to withhold from the settlement proceeds due to the Vendor at Settlement any amount on account of FRCGW; and
 - (iii) the Purchaser shall have no right to require the Vendor to pay to the Purchaser any amount on account of FRCGW at Settlement.

24. MARGIN SCHEME GST

Notwithstanding any other provision of this Contract, the parties agree as follows:

- (a) the consideration or price payable for any supply made or to be made under this Contract is determined and expressed to be on a GST inclusive basis; and
- (b) to the extent permitted by the GST Act, the Vendor will, in determining its liability to pay GST on any supply made or to be made under this Contract (if any), apply the margin scheme as outlined in Division 75 of the GST Act.

ANNEXURE A

Guarantee

GUARANTEE

The following Guarantee and Indemnity shall be executed by each person who executes this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if a corporation):

I / We

of

and

of

(Guarantors) IN CONSIDERATION of the within named Vendor(s) selling to the within named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor(s) and their assigns that if at any time default shall be made in payment of the Deposit or Residue of Purchase Price or interest or other monies payable by the Purchaser(s) to the Vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s) we will forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of such deposit residue of purchase money interest or other monies which shall then be due and payable to the Vendor(s) and hereby indemnify and agree to keep the Vendor(s) indemnified against all loss of Purchase Price interest and other monies payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor(s) may incur by reason of any default as aforesaid on the part of the Purchaser(s). This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by:

- any neglect or forbearance on the part of the Vendor(s) in enforcing payment of any of the monies payable under the within Contract;
 - the performance or observance of any of the agreements obligations or conditions under the within Contract;
 - by time being given to the Purchaser(s) for any such payment performance or observance;
 - by reason of the Vendor assigning its rights under the said contract;
 - by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

IN WITNESS our hands and seals the day of

20 _____

SIGNED SEALED AND DELIVERED by the said
In the presence of:

100

.....

Signature of Witness

.....
Signature

.....
Full Name (please print)

SIGNED SEALED AND DELIVERED by the said
In the presence of:

33

Signature of Witness

.....
Signature

.....
Full Name (please print)

ANNEXURE B

Due Diligence Checklist

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 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.

consumer.vic.gov.au/duediligencechecklist



and the presence of asbestos, termites, or other potential hazards.

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

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

consumer.vic.gov.au/duediligencechecklist



Section 32 Vendor's Statement

Vendor:
Landis Property (Aust) Pty Ltd
ACN 094 486 674

Property:
Unit 403 (Lot 502), 'Queens Carlton',
108 Queensberry Street, Carlton, Victoria, 3053

Ref: HK:JL:170508

ADVICE. STRATEGY. OUTCOME MANAGEMENT.

KALUS KENNY INTELEX
48-51 292 470 996

Executive Suite 3
Level 3, The Como Centre

299 Toorak Road
South Yarra, Victoria 3141

Telephone +61 (03) 8825 4800
Facsimile +61 (03) 9826 9909

DX 32802 COMO
www.kaluskennyintelelex.com.au

VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT TO Section 32 of the Sale of Land Act 1962 (Act)

Vendor **Landis Property (Aust) Pty Ltd ACN 094 486 674**

Property **Unit 403 (Lot 502), 'Queens Carlton' 108 Queensberry Street, Carlton VIC 3053**

Details must be attached where necessary, if insufficient space is available.

- 1. RESTRICTIONS:** information concerning any easement, covenant or other similar restriction (including any caveat) affecting the property (registered or unregistered):

1.1 Description:

As set out in the attached copies of title documents, including:

- Any easements and covenants disclosed in the Certificate of Title, any planning permit and the Plan of Subdivision;
- Any easements implied under the Subdivision Act 1988 and all easements, restrictions or other rights appropriated, reserved or created by the registration of the Plan of Subdivision;
- Any restrictions contemplated by the Contract of Sale.

1.2 Particulars of any existing failure to comply with their terms are as follows:

So far as the Vendor is aware, nil.

- 2. PLANNING & ROAD ACCESS:** information concerning any planning instrument:

2.1 As contained in the attached certificate.

2.2 There is access to the property by road.

2.3 Planning Permit No. TP-2013-893 issued by the Melbourne City Council on 8 April 2014.

2.4 Planning Permit No. TP-2016-854 issued by the Melbourne City Council on 15 December 2016.

- 3. OUTGOINGS & STATUTORY CHARGES:** information concerning any rates, taxes, charges or other similar outgoings (including any owners corporation charges) AND any interest payable on any part of them:

3.1 Current outgoings are shown on the attached certificates.

3.2 The property is not separately rated.

3.3 As a result of development and subdivision of the property, it is likely that there will be a supplemental valuation for rating purposes which will result in separate rate and land tax assessments being issued in due course for the property. The interim arrangements are set out in the Contract of Sale.

NB: The water rates shown do not include the separate charges made by the supply authority for water consumption or sewerage disposal which charges vary according to usage and are adjusted at settlement by the supply authority directly.

3.4 Amounts (including any proposed Owners Corporation levy) for which the purchaser may become liable in consequence of the purchase of the Property are as follows:

Usual adjustment of rates, taxes and charges at settlement.

3.5 The amount owing under any other registered or unregistered statutory charges that secures an amount due under any other legislation:

So far as the Vendor is aware, nil.

4. SERVICES: information concerning the connection of the following services:

SERVICE	CONNECTED
4.1 Electricity	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.2 Gas	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.3 Water	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Sewerage	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Telephone	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate its account with the service provider before settlement, and the Purchaser may have to have the service reconnected.

Warning to the Purchaser: You should check with the appropriate authorities as to the availability of, and cost of providing, any essential services not connected to the land.

5. BUILDING APPROVALS, GUARANTEES AND INSURANCE - Where the Property includes a residence:

- 5.1 particulars of any building permit under the Building Act 1993 in the preceding 7 years in relation to a building on the land:

Refer to the attached certificate.

- 5.2 in the case of a residence which was constructed by an owner-builder within the meaning of the House Contracts Guarantee Act 1987 within the preceding 7 years, particulars of any guarantee under that Act applying to that residence (where Part 2 of the House Contracts Guarantee Act 1987 applies):

Not applicable.

- 5.3 in the case of a residence which was constructed within the preceding 6 years, particulars of any required insurance under that Act applying to that residence (where section 137B of the Building Act 1993 applies):

No such insurances have been effected.

6. NOTICES: particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the Property including any:

- 6.1 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 land for agricultural purposes;

- 6.2 notice pursuant to section 6 of the *Land Acquisition and Compensation Act 1986*:

None to the Vendor's knowledge.

NB: The Vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the Vendor.

7. TITLE: attached are copies of the following documents concerning the title:

7.1 A Register Search Statement including:

- (a) Certificate of Title Volume 11876 Folio 345;
- (b) Plan of Subdivision No. 727379S;

7.2 Planning Certificate;

7.3 Planning Permit No. TP-2013-893;

7.4 Planning Permit No. TP-2016-854;

- 7.5 Melbourne City Council Building Regulations Certificates (1) and (2);
- 7.6 Melbourne City Council Land Information Certificates (4);
- 7.7 City West Water Information Statements (3);
- 7.8 State Revenue Office Land Tax Clearance Certificate; and
- 7.9 Roads Certificate.

8. OWNERS CORPORATION ACT 2006

The land is affected by an owners corporation, and a copy of the current owners corporation certificate and documents required to accompany the owners corporation certificate under section 151(4)(b) of the Owners Corporation Act 2006 is attached.

9. INSURANCE

Where the Contract does not provide for the Property to remain at the risk of the Vendor until settlement, particulars of any policy of insurance maintained by the Vendor in respect of any damage to or destruction of the Property:

Not applicable.

10. TERMS CONTRACT

Not applicable.

11. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - In the case of land in respect of which there is a GAIC recording (within the meaning of Part 9B of the Planning and Environment Act 1987), the following certificates or notices:

Not applicable.

12. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION - 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):

- 12.1 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
- 12.2 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.

13. BUSH-FIRE PRONE LAND

As per the attached report, the land is not in a designated bushfire prone area.

DATE OF THIS STATEMENT: _____ / _____ / 201____

Signature of the Vendor:

.....
For and on behalf of Landis Property (Aust) Pty Ltd
ACN 094 486 674

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT: ____ / ____ / 201____

Signature of the Purchaser:

.....
.....

PLEASE NOTE THAT WHERE THE PROPERTY IS TO BE SOLD ON TERMS PURSUANT TO SECTION 32A(d) OF THE ACT AND/OR SOLD SUBJECT TO A MORTGAGE THAT IS NOT TO BE DISCHARGED BY THE DATE OF POSSESSION (OR RECEIPT OF THE RENTS AND PROFITS) OF THE PROPERTY PURSUANT TO SECTION 32A(a) OF THE ACT - then the vendor must provide an additional statement containing the particulars specified in Schedules 1 and 2 of the Act.

Register Search Statement - Volume 11876 Folio 345

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

VOLUME 11876 FOLIO 345

Security no : 124066456163T
Produced 08/06/2017 11:57 am

LAND DESCRIPTION

Lot 502 on Plan of Subdivision 727379S.

PARENT TITLES :

Volume 09144 Folio 798 Volume 10117 Folio 317
Created by instrument PS727379S 08/05/2017

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

LANDIS PROPERTY (AUST) PTY LTD of SUITE 6A 299 TOORAK ROAD SOUTH YARRA VIC 3141
PS727379S 08/05/2017

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS727379S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS727379S (S)	PLAN OF SUBDIVISION	Registered	08/05/2017
AN814585U (E)	NOMINATION TO PAPER INST.	Completed	10/05/2017
AN893756W (E)	REMOVAL OF NOMINATION	Completed	02/06/2017
AN893782V (E)	NOMINATION OF ECT TO LC	Completed	02/06/2017
AN893794N (E)	DISCHARGE OF MORTGAGE	Registered	02/06/2017

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 403 108 QUEENSBERRY STREET CARLTON VIC 3053

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS727379S
OWNERS CORPORATION 2 PLAN NO. PS727379S

DOCUMENT END

**Delivered from the Landata ® System by SAI Global Property Division Pty Ltd
Delivered at 08/06/2017, for Order Number 44596379. Your reference: 170508.**

PLAN OF SUBDIVISION		EDITION 1	PS727379S		
Location of Land Parish: AT CARLTON PARISH OF JIKA JIKA Township: - Section: 22D Crown Allotment: 11 (PART) Crown Portion: -		Council Name: Melbourne City Council Council Reference Number: SA-2016-95 Planning Permit Reference: TP-2016-854 SPEAR Reference Number: S092153V Certification This plan is certified under section 6 of the Subdivision Act 1988 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 at Certification Digitally signed by: Leon Kyle Wilson for Melbourne City Council on 27/03/2017			
Title References: Vol. 9144 Fol. 798 Vol. 10117 Fol. 317 Last Plan Reference: Lot 1 on TP163489N Lot 1 on TP85386H Postal Address: 106-112 QUEENSBERRY STREET & (At time of subdivision) 2-14 LITTLE CARDIGAN STREET CARLTON 3053 MGA94 Co-ordinates: E 320 885 Zone 55 (of approx. centre of plan) N 5 813 920 GDA94		NOTATIONS IDENTIFIER COUNCIL/BODY/PERSON NIL NIL			
		NOTATIONS DEPTH LIMITATION DOES NOT APPLY			
Staging This is not a staged subdivision. Planning Permit No. TP-2016-854 Survey: This plan is based on survey. This survey has been connected to Permanent Marks no(s). Jika Jika PM342 in Proclaimed Survey Area No. -		BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN BY THICK CONTINUOUS LINES. HATCHING SHOWN WITHIN A PARCEL INDICATES THAT THE STRUCTURE IS CONTAINED WITHIN THAT PARCEL. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: <ul style="list-style-type: none"> • RELEVANT INTERIOR OR EXTERIOR FACE: WHERE BOUNDARIES ARE SHOWN HATCHED THE SAID BOUNDARY LIES ALONG THE FACE OF THE RELEVANT BUILDING. • MEDIAN: ALL OTHER BOUNDARIES WHERE LINES ARE SHOWN THUS - , THIS INDICATES A BUILDING WALL, FLOOR OR CEILING THAT DOES NOT DEFINE A BOUNDARY. IN RELATION TO ALL DIMENSIONS SHOWN TO A BOUNDARY DEFINED BY A BUILDING ON THIS PLAN, THE DIMENSION EXTENDS TO THE RELEVANT PARCEL BOUNDARY. COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT FOR LAND IN ALL LOTS & COMMON PROPERTY No.2. 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. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS. ALL CAR STACKER MECHANISMS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.2. EASEMENTS SHOWN AS GREEN & BLUE ON TP163489N, AND, E-1 ON TP85386H WILL MERGE UPON REGISTRATION OF THIS PLAN. LOT 504 HAS BEEN OMITTED FROM THIS PLAN. CP = COMMON PROPERTY PT = PART			
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	CARRIAGEWAY FOR INGRESS AND EGRESS TO CAR STACKER MECHANISM ONLY AND LIMITED IN HEIGHT AND DEPTH - SEE CROSS SECTION A-A'	SEE PLAN	THIS PLAN	RELEVANT ABUTTING LOTS	
 Hellier McFarland Development Consultants Town Planners Land Surveyors 342 Hawthorn Rd, Caulfield South, VIC 3162 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au		REF 9301N/4 VERSION F	CAD REF: 9301N-4F LV amended 2.dwg COMPS REF: 9301N-4F-29 InsertSubdMastGSA.ssc	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 12
		Digitally signed by: Michael James Molyneux Byrne (Hellier McFarland), Surveyor's Plan Version (9301N-4 ver F), 02/03/2017 Amended: 08/05/2017		PLAN REGISTERED TIME: 3:19PM DATE: 08/05/2017 Assistant Registrar of Titles NL	

PS727379S

LOT	PARTS	PLAN SHEETS	CROSS SECTIONS
101	2	3, 4, & 5	A & D
102	2	3, 4, & 5	A & D
103	3	3, 4, & 5	A & D
104	3	3, 4, & 5	A & D
105	2	3, 4, & 5	A & E
106	3	3, 4, & 5	A & D
107	2	3, 4, & 5	A & D
108	3	3, 4, & 5	A & D
201	3	3, 4, & 6	A & D
202	3	3, 4, & 6	A & D
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205	3	3, 4, & 6	A & D
206	2	3, 4, & 6	A & D
207	2	3, 4, & 6	A & D
208	2	3, 4, & 6	A & D
209	3	3, 4, & 6	A & D
210	3	3, 4, & 6	A & D
301	3	3, 4, & 7	A & D
302	2	3, 4, & 7	A & D
303	2	3, 4, & 7	A & D
304	2	3, 4, & 7	A & D
305	4	3, 4, & 7	A & D
306	2	3, 4, & 7	A & D
307	2	3, 4, & 7	A & D
308	2	3, 4, & 7	A & D
309	2	3, 4, & 7	A & D
310	3	3, 4, & 7	A & D
401	3	3, 4, & 8	A & D
402	2	3, 4, & 8	A & D
403	3	3, 4, & 8	A & D
404	2	3, 4, & 8	A & D
405	3	3, 4, & 8	A & D
406	3	3, 4, & 8	A & D
407	3	3, 4, & 8	A & D
408	3	3, 4, & 8	A & D
409	2	3, 4, & 8	A & D
410	3	3, 4, & 8	A, D & F
501	3	3, 4, & 9	A & D
502	3	3, 4, & 9	A & E
503	3	3, 4, & 9	A & D
505	5	3, 4, & 9	A & D
506	3	3, 4, & 9	A & D
601	3	3, 4, & 10	A & C
602	3	3, 4, & 10	A, B, C, & D
603	3	3, 4, & 10	A, B, C, & E
604	3	3, 4, & 10	A, C, & E
605	3	3, 4, & 10	A, C, & D
606	3	3, 4, & 10	A, C, & E

 Hellier McFarland Development Consultants Town Planners Land Surveyors 342 Hawthorn Rd, Caulfield South, VIC 3162 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au Info@hmf.com.au	REF 9301N/4 VERSION F	CAD REF: 9301N-4F LV amended 2.dwg COMPS REF: 9301N-2018-03-29 RatSubMeasMGA.sos	ORIGINAL SHEET SIZE: A3	SHEET 2
	Digitally signed by: Michael James Molyneux Byrne (Hellier McFarland), Surveyor's Plan Version (9301N-4 ver F), 02/03/2017 Amended: 08/05/2017	Digitally signed by: Melbourne City Council, 27/03/2017, SPEAR Ref: S092153V		

PS727379S

**SEE SHEET 4 FOR ENLARGEMENTS OF
LOTS ON THIS SHEET**

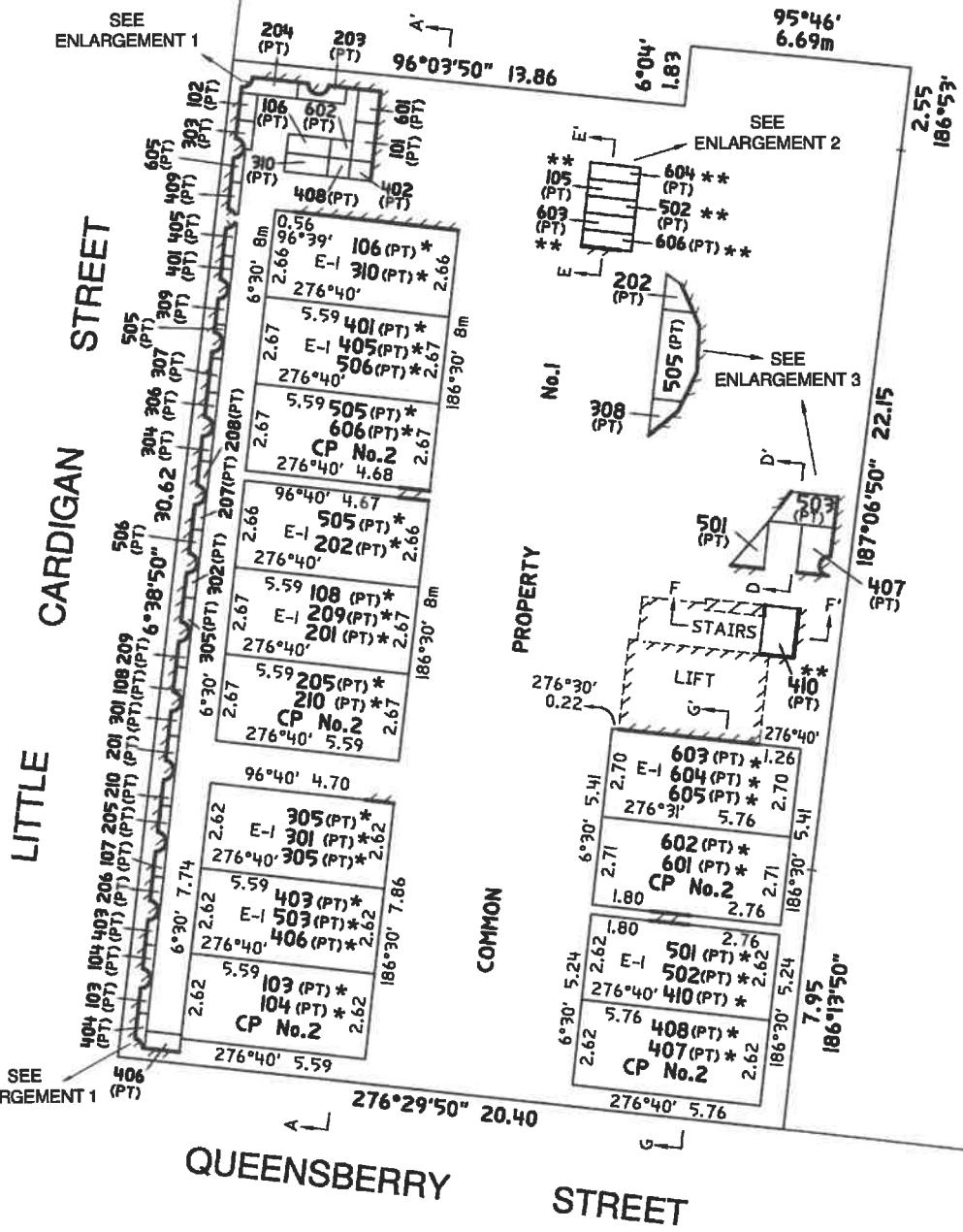


DIAGRAM 1 **BASEMENT**

SCALE 1:150  LENGTHS ARE IN METRES

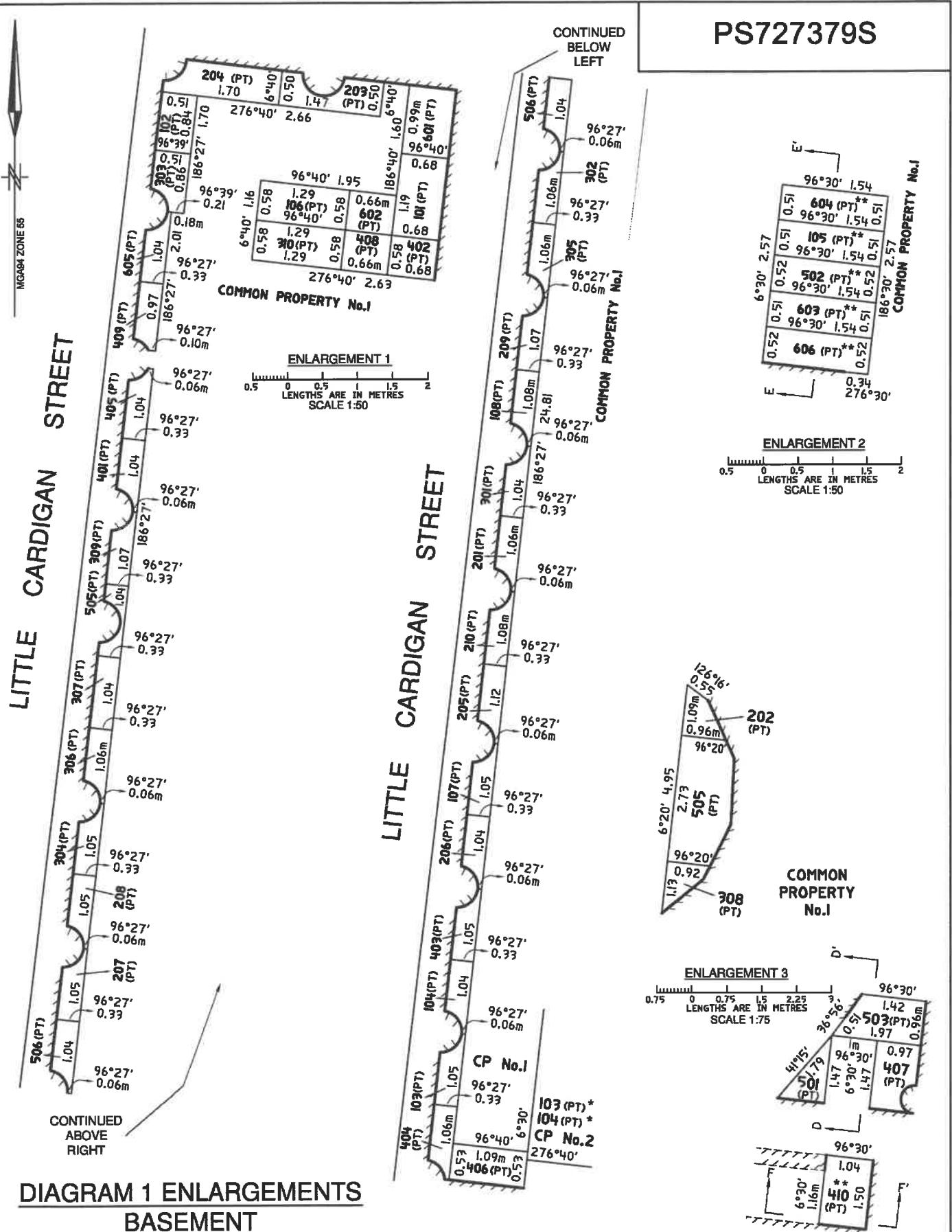


Hellier McFarland

Development Consultants Town Planners Land Surveyors
342 Hawthorn Rd, Caulfield South, VIC 3162
Tel: 03 9532 8951 Fax: 03 9532 8941
www.hrcf.com.au Info@hrcf.com.au

REF 9301N/4 VERSION F	CAD REF: 9301N-4F LV amended 2.dwg COMPS REF: 9301N-2016-09-29 ReestSubdMeasMGA.sse	ORIGINAL SHEET SIZE: A3	SHEET 3
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**DIAGRAM 1 ENLARGEMENTS
BASEMENT**

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VERSION F CAD REF: 9301N-4F LV amended 2.dwg
COMPS REF: 9301N 2016-09-29
RevSub/Meta/MGA.sdb

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ORIGINAL SHEET
SIZE: A3

SHEET 4

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27/03/2017,
SPEAR Ref: S092153V

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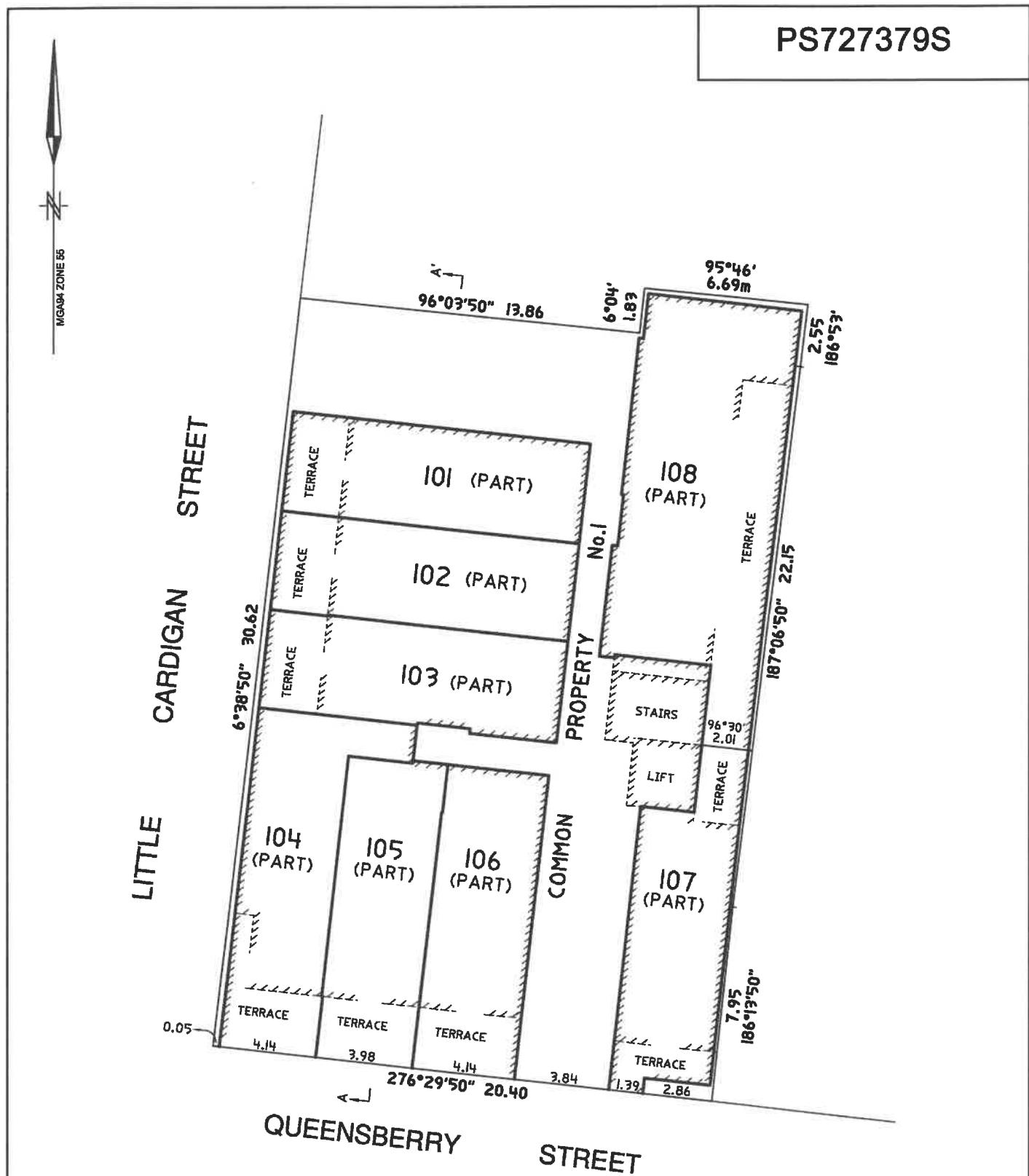
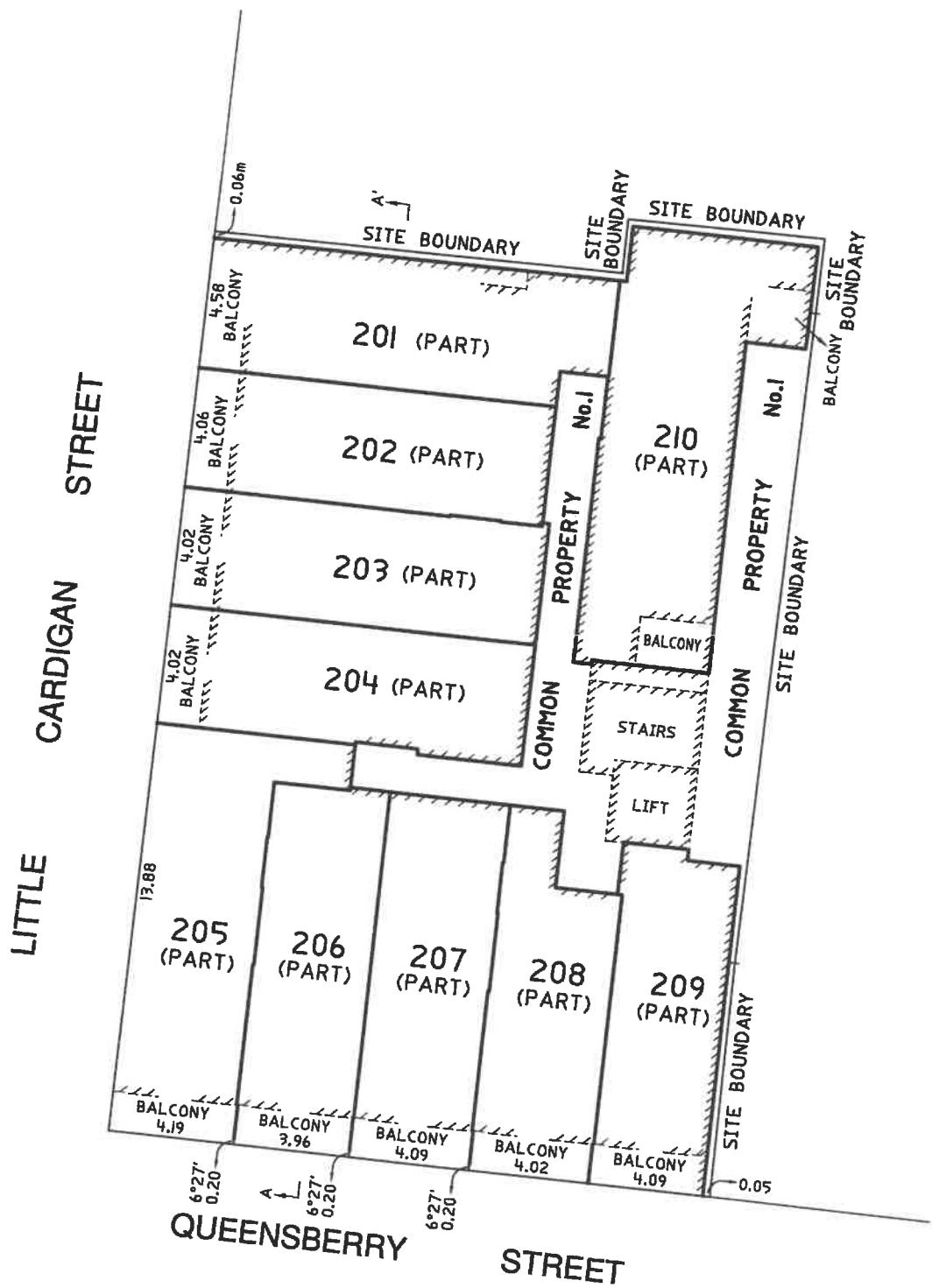


DIAGRAM 2 **GROUND LEVEL**

SCALE 1:150	1.5	0	1.5	3	4.5	6
LENGTHS ARE IN METRES						
Hellier McFarland						
	Development Consultants Town Planners Land Surveyors					
342 Hawthorn Rd, Caulfield South, VIC 3162						
Tel: 03 9532 9951 Fax: 03 9532 9941						
www.hmf.com.au info@hmf.com.au						
REF 9301N/4 VERSION F	CAD REF: 9301N-4F.LV amended 2.dwg COMPS REF: 9301N_2016-08-29 R065SU00M685MGA.568			ORIGINAL SHEET SIZE: A3	SHEET 5	
Digitally signed by: Michael James Molyneux Byrne (Hellier McFarland), Surveyor's Plan Version (9301N-4 ver F), 02/03/2017 Amended: 08/05/2017			Digitally signed by: Melbourne City Council, 27/03/2017, SPEAR Ref: S092153V			

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**DIAGRAM 3
LEVEL 1**

SCALE 1:150 LENGTHS ARE IN METRES



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VERSION F CAD REF: 9301N-4F LV amended 2.dwg
COMPS REF: 9301N-2016-09-29
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Digitally signed by: Michael James Molyneux Byrne (Hellier McFarland),
Surveyor's Plan Version (9301N-4 ver F),
02/03/2017 Amended: 08/05/2017

ORIGINAL SHEET
SIZE: A3

SHEET 6

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27/03/2017,
SPEAR Ref: S092153V

PS727379S

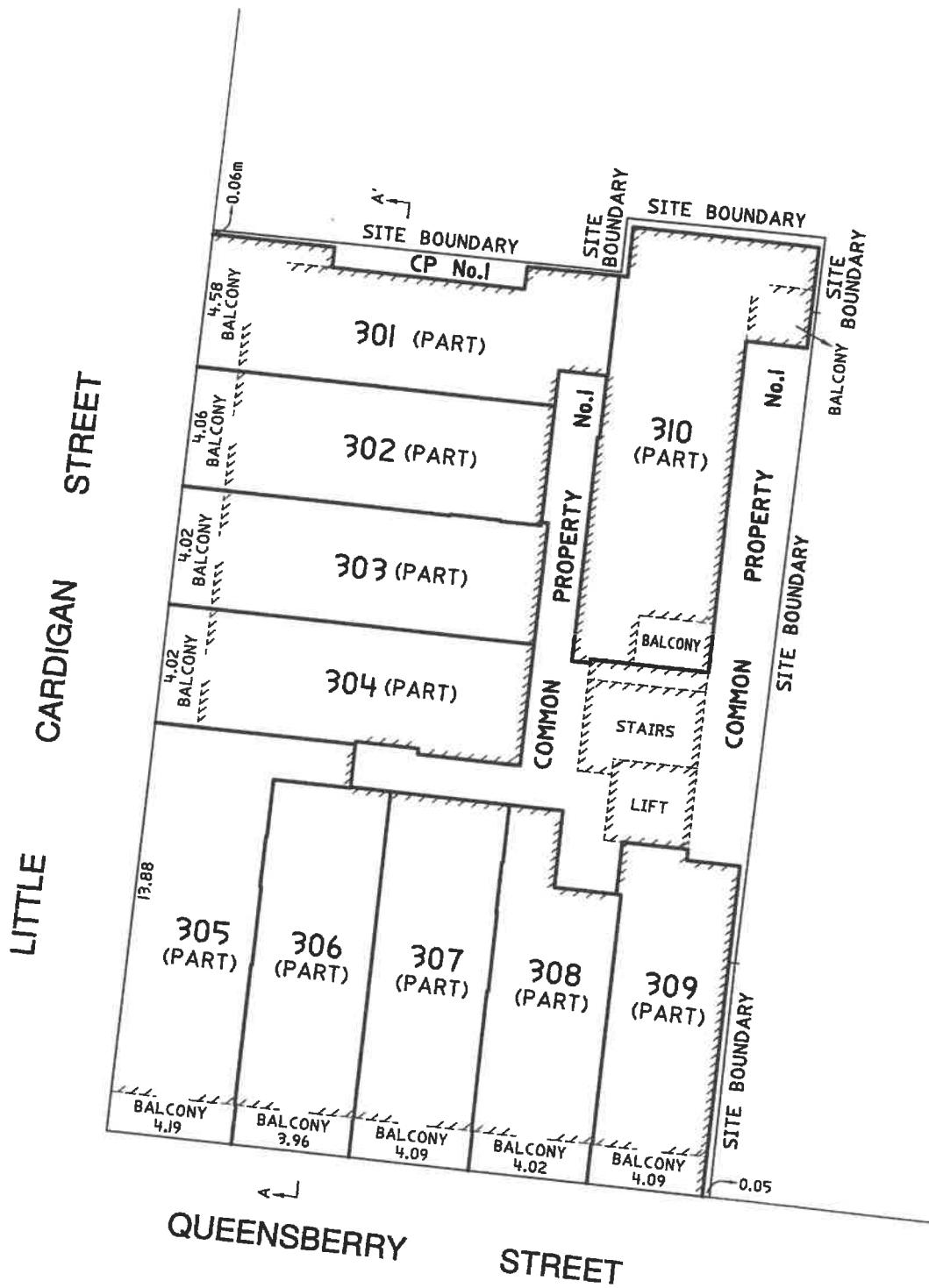


DIAGRAM 4
LEVEL 2

SCALE 1:150	1.5	0	1.5	3	4.5	6
LENGTHS ARE IN METRES						
Hellier McFarland						

Development Consultants Town Planners Land Surveyors
342 Hawthorn Rd, Caulfield South, VIC 3162
Tel: 03 9532 9951 Fax: 03 9532 9941
www.hmf.com.au | Info@hmf.com.au

REF 9301N/4
VERSION F CAD REF: 9301N-4-F LV amended 2.dwg
COMPS REF: 9301N 2016-09-29
RevertSubdMarsMGA.sde

Digitally signed by: Michael James Molyneux Byrne (Hellier McFarland), Surveyor's Plan Version (9301N-4 ver F), 02/03/2017 Amended: 08/05/2017

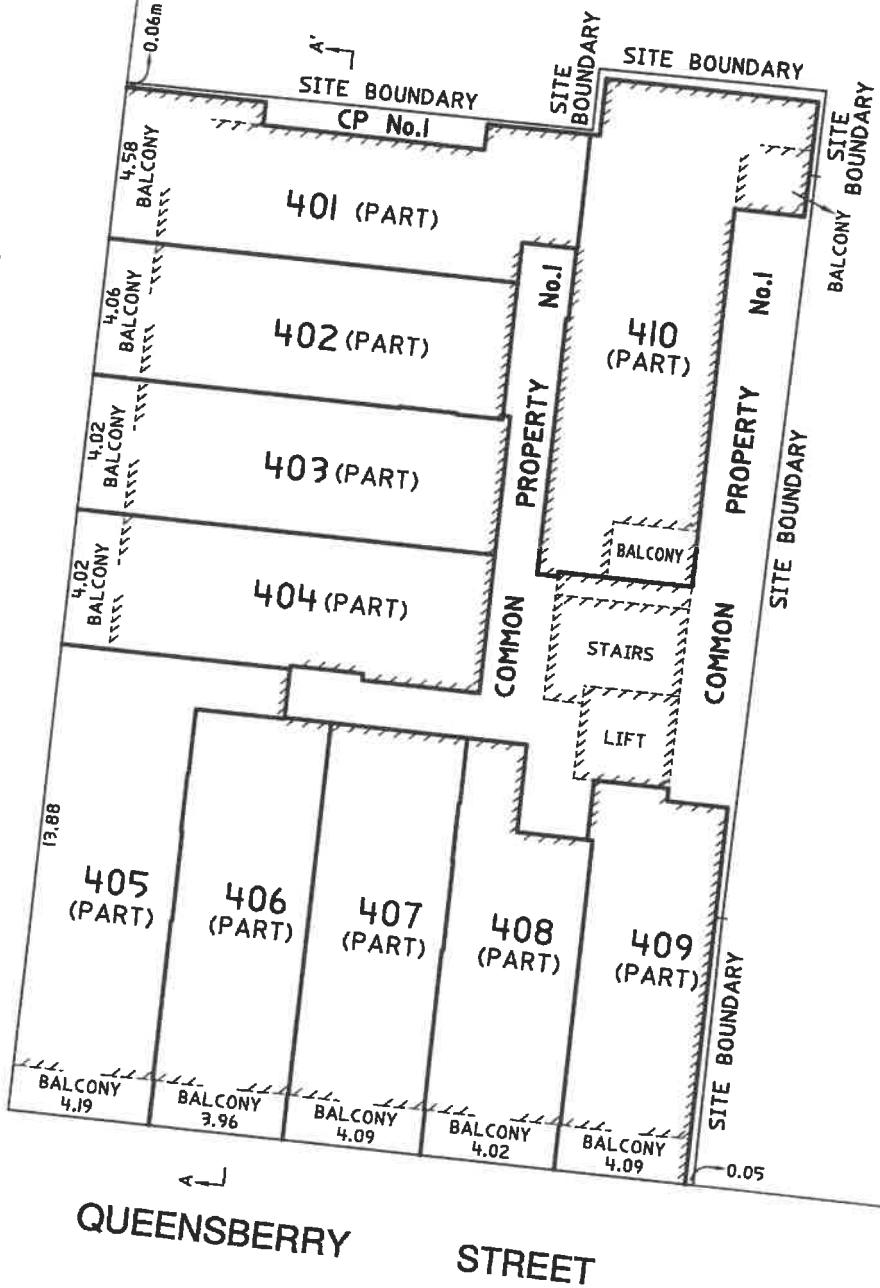
ORIGINAL SHEET
SIZE: A3

SHEET 7

Digitally signed by:
Melbourne City Council,
27/03/2017,
SPEAR Ref: S092153V

PS727379S

LITTLE CARDIGAN STREET
QUEENSBERRY STREET



**DIAGRAM 5
LEVEL 3**

SCALE 1:150	0	1.5	3	4.5	6
LENGTHS ARE IN METRES					
Hellier McFarland					

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Tel: 03 9532 9951 Fax: 03 9532 9841
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REF 9301N/4
VERSION F CAD REF: 9301N-4F LV amended 2.dwg
COMPS REF: 9301N-2018-08-22
RasterSymbMs8MGA.scc

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Surveyor's Plan Version (9301N-4 ver F),
02/03/2017 Amended: 08/05/2017

ORIGINAL SHEET
SIZE: A3

SHEET 8

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Melbourne City Council,
27/03/2017,
SPEAR Ref: S092153V

PS727379S

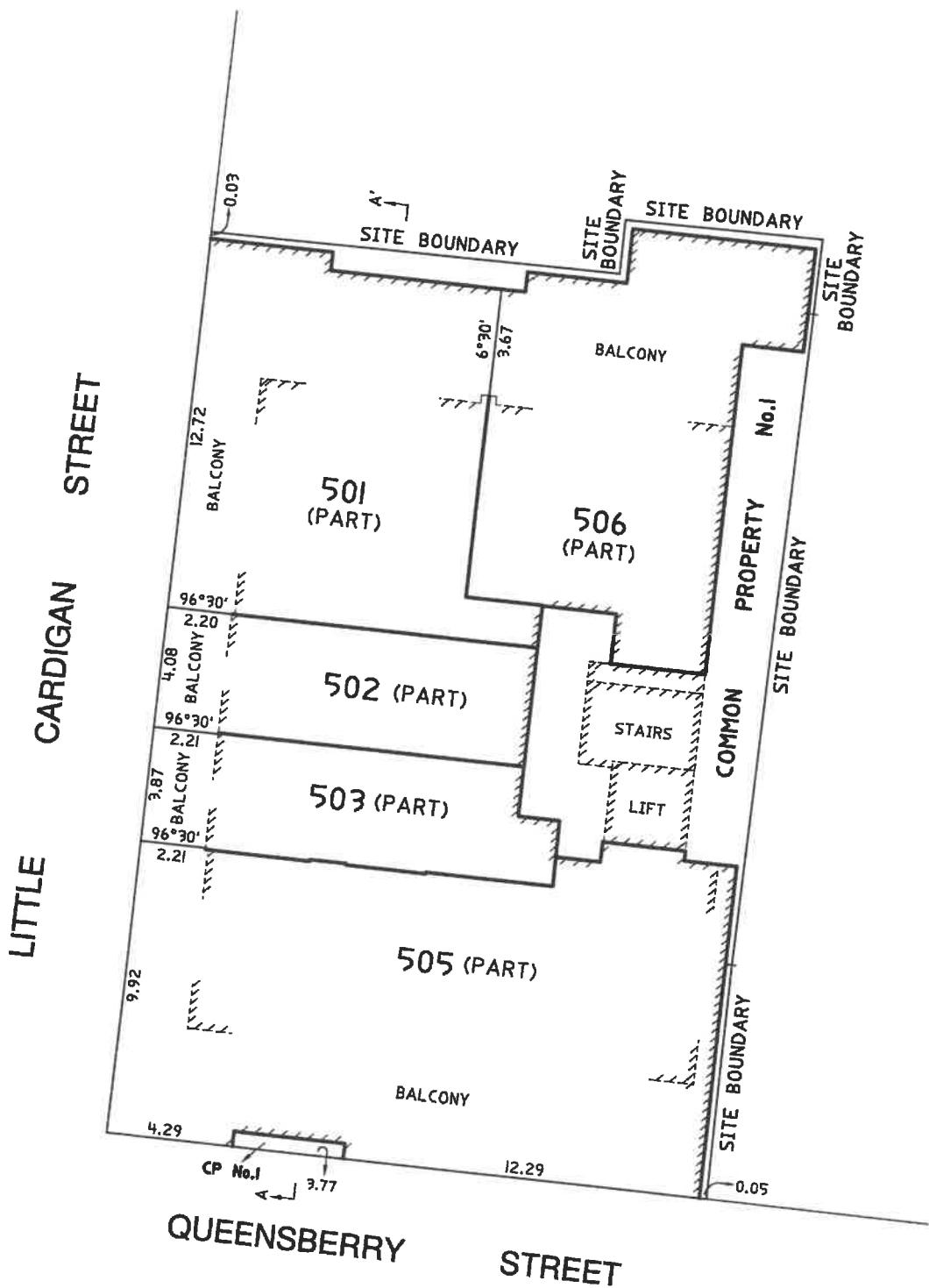


DIAGRAM 6
LEVEL 4

SCALE 1:150 LENGTHS ARE IN METRES



Hellier McFarland

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REF 9301N/4
VERSION F CAD REF: 9301N-4F LV amended 2.dwg
COMPS REF: 9301N-2016-09-29
ReestSubdMeasMGA.ssp

ORIGINAL SHEET
SIZE: A3

SHEET 9

Digitally signed by: Michael James Molyneux Byrne (Hellier McFarland),
Surveyor's Plan Version (9301N-4 ver F),
02/03/2017 Amended: 08/05/2017

Digitally signed by:
Melbourne City Council,
27/03/2017,
SPEAR Ref: S092153V

PS727379S

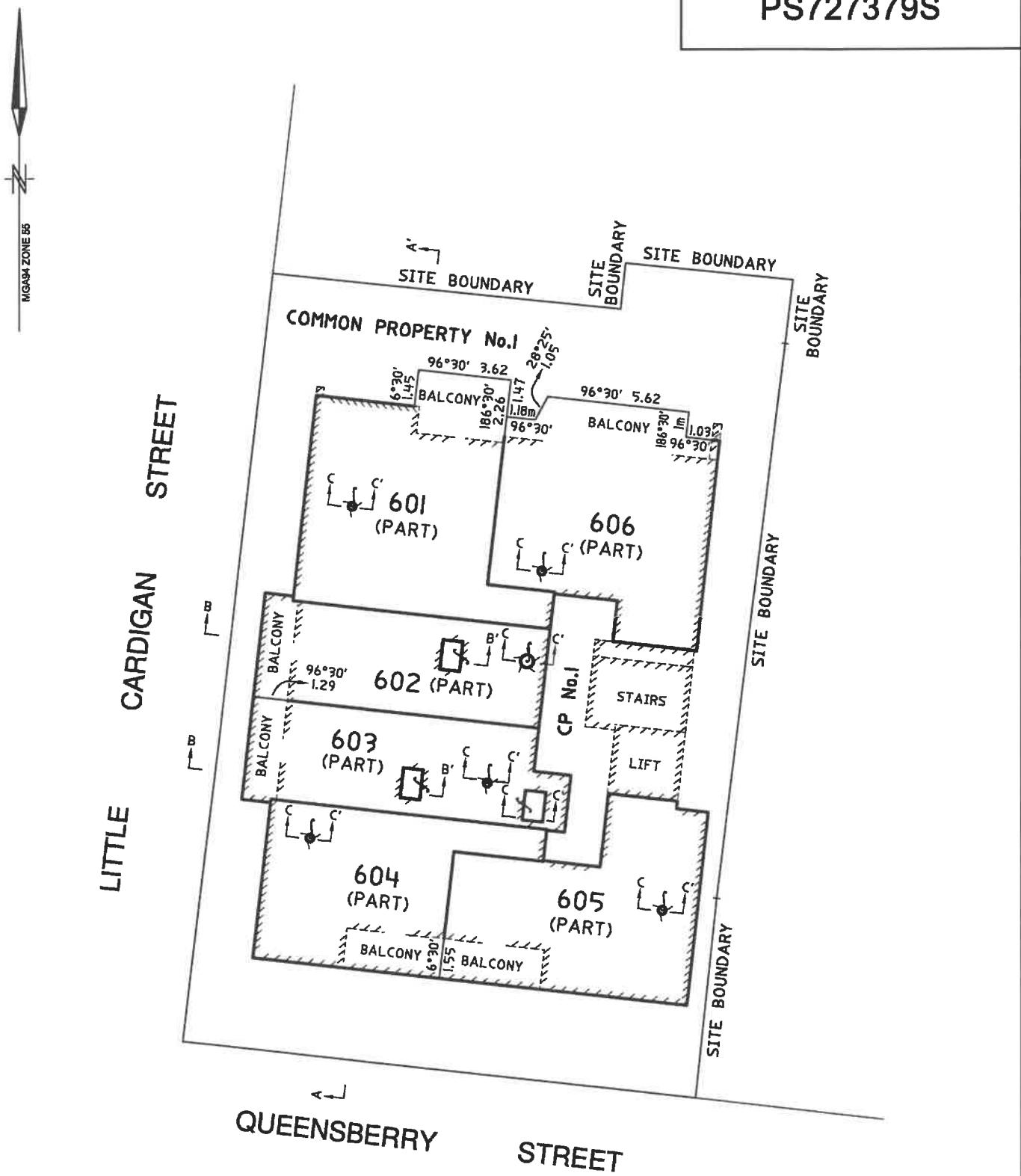
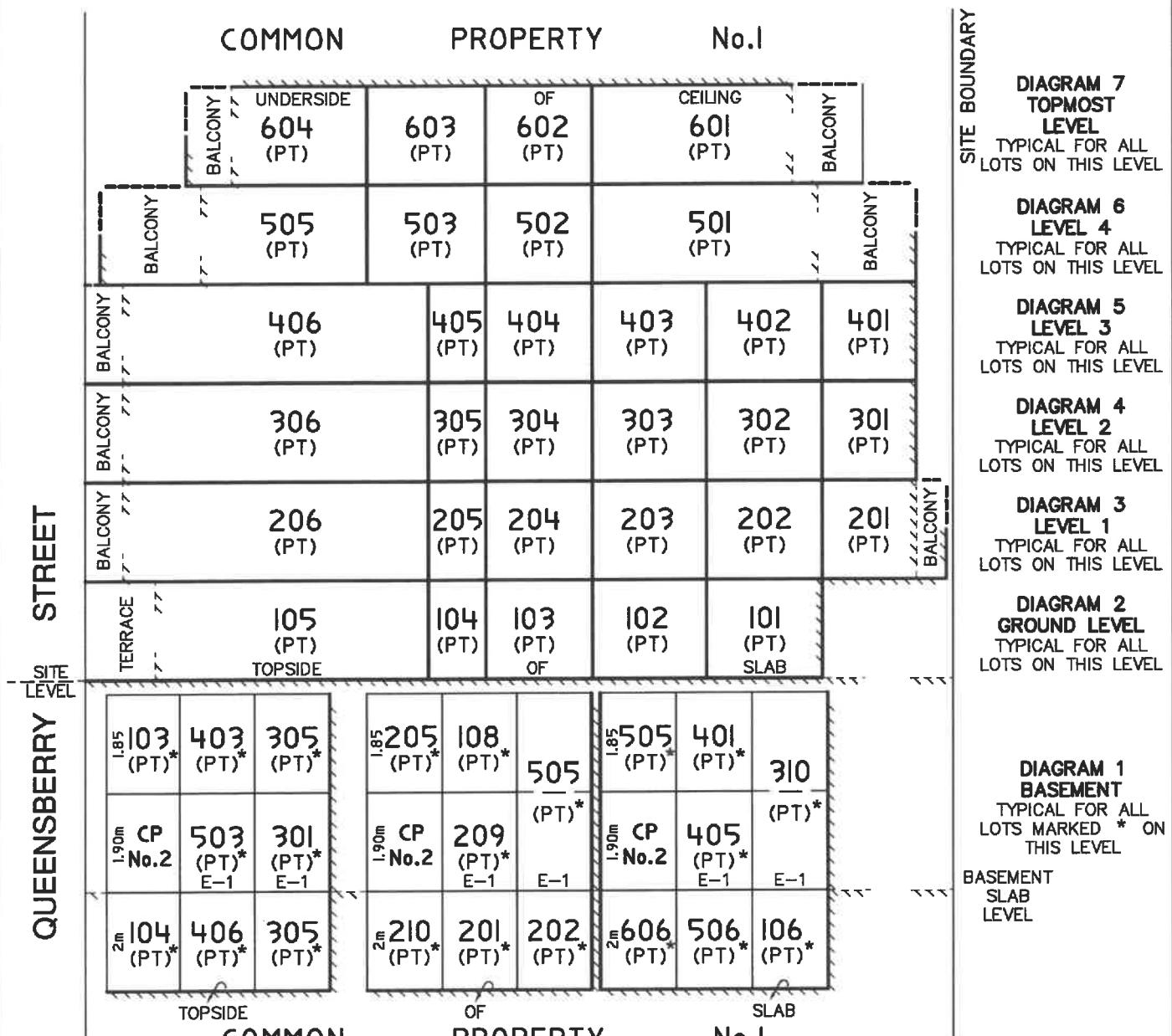


DIAGRAM 7 TOPMOST LEVEL

SCALE 1:150	1.5	0	1.5	3	4.5	6	
LENGTHS ARE IN METRES							
	Hellier McFarland			Development Consultants Town Planners Land Surveyors			
342 Hawthorn Rd, Caulfield South, VIC 3162			Digitally signed by: Michael James Molyneux Byrne (Hellier McFarland), Surveyor's Plan Version (9301N-4 ver F), 02/03/2017 Amended: 08/05/2017				
Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmfc.com.au info@hmfc.com.au			REF 9301N/4 VERSION F		CAD REF: 9301N-4F.LV amended 2.dwg COMPS REF: 9301N_2016-09-29_HellierMcFarlandMGA.sdb	ORIGINAL SHEET SIZE: A3	SHEET 10

PS727379S



CROSS SECTION A - A'
(NOT TO SCALE)

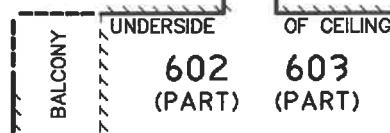
 Hellier McFarland Development Consultants Town Planners Land Surveyors 342 Hawthorn Rd, Caulfield South, VIC 3162 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au	REF 9301N/4 VERSION F	CAD REF: 9301N-4F LV amended 2.dwg COMPS REF: 9301N-2016-09-29 ReestSubdMeasMGA.scc	ORIGINAL SHEET SIZE: A3	SHEET 11
		Digitally signed by: Michael James Molyneux Byrne (Hellier McFarland), Surveyor's Plan Version (9301N-4 ver F), 02/03/2017 Amended: 08/05/2017	Digitally signed by: Melbourne City Council, 27/03/2017, SPEAR Ref: S092153V	

PS727379S

LITTLE CARDIGAN

STREET

COMMON PROPERTY No.1

TOPSIDE OF
SKYLIGHTDIAGRAM 7
TOPMOST
LEVEL

COMMON PROPERTY No.1

TOPSIDE OF
SKYLIGHTDIAGRAM 7
TOPMOST
LEVEL601 TO 606
(PART)CROSS SECTION B - B'

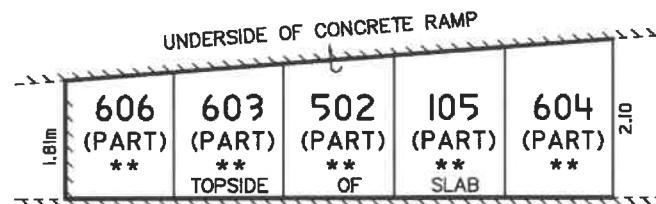
(NOT TO SCALE)

COMMON PROPERTY No.1

DIAGRAM 1
BASEMENT

COMMON PROPERTY No.1

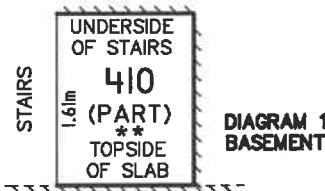
UNDERSIDE OF CONCRETE RAMP

DIAGRAM 1
BASEMENTCROSS SECTION D - D'

(NOT TO SCALE)

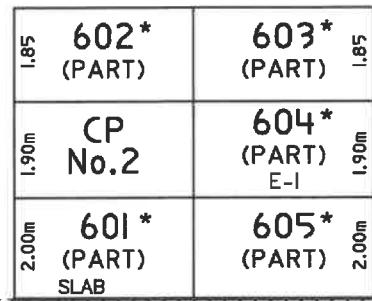
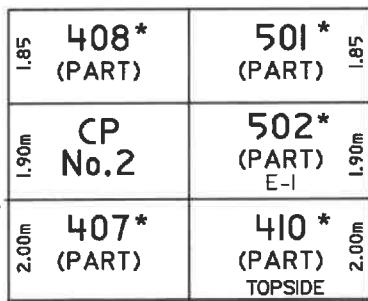
TYPICAL FOR ALL LOTS ON THIS LEVEL
(EXCEPT THOSE SHOWN MARKED * AND **)

COMMON PROPERTY No.1

DIAGRAM 1
BASEMENTCROSS SECTION E - E'

(NOT TO SCALE)

COMMON PROPERTY No.1



LIFT

BASEMENT
SLAB LEVELDIAGRAM 1
BASEMENT
TYPICAL FOR
ALL LOTS
MARKED *
ON THIS LEVEL

COMMON PROPERTY No.1

CROSS SECTION G - G'

(NOT TO SCALE)

Hellier McFarland

Development Consultants Town Planners Land Surveyors
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Tel: 03 9532 9951 Fax: 03 9532 9941
www.hmf.com.au | Info@hmf.com.auREF 9301N/4
VERSION FCAD REF: 9301N-4F LV amended 2.dwg
COMPS REF: 9301N-2016-09-29
ReestSubdMeasMGA.sccORIGINAL SHEET
SIZE: A3

SHEET 12

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Digitally signed by:
Melbourne City Council,
27/03/2017,
SPEAR Ref: S092153V



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 08/06/2017 11:58:52 AM

OWNERS CORPORATION 1
PLAN NO. PS727379S

The land in PS727379S is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 101 - 108, 201 - 210, 301 - 310, 401 - 410, 501 - 503, 505, 506, 601 - 606.

Limitations on Owners Corporation:

Unlimited

Postal Address for Service of Notices:

TURNBULL COOK LEVEL 10 606 ST KILDA ROAD MELBOURNE VIC 3004
OC034655G 08/05/2017

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. OC034657C 08/05/2017

ADDITIONAL OWNERS CORPORATION INFORMATION:

OC034655G 08/05/2017

Notations:

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

Entitlement and Liability:



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Land Parcel	Entitlement	Liability
Common Property 1	0.00	0.00
Common Property 2	0.00	0.00
Lot 101	41.00	41.00
Lot 102	41.00	41.00
Lot 103	43.00	43.00
Lot 104	51.00	51.00
Lot 105	41.00	41.00
Lot 106	45.00	45.00
Lot 107	41.00	41.00
Lot 108	77.00	77.00
Lot 201	52.00	52.00
Lot 202	47.00	47.00
Lot 203	45.00	45.00
Lot 204	45.00	45.00
Lot 205	59.00	59.00
Lot 206	45.00	45.00
Lot 207	46.00	46.00
Lot 208	40.00	40.00
Lot 209	44.00	44.00
Lot 210	70.00	70.00
Lot 301	52.00	52.00
Lot 302	45.00	45.00
Lot 303	45.00	45.00
Lot 304	45.00	45.00
Lot 305	61.00	61.00
Lot 306	45.00	45.00
Lot 307	46.00	46.00
Lot 308	40.00	40.00
Lot 309	42.00	42.00
Lot 310	73.00	73.00
Lot 401	52.00	52.00
Lot 402	45.00	45.00
Lot 403	47.00	47.00
Lot 404	45.00	45.00
Lot 405	59.00	59.00
Lot 406	47.00	47.00
Lot 407	48.00	48.00
Lot 408	42.00	42.00
Lot 409	42.00	42.00
Lot 410	70.00	70.00
Lot 501	67.00	67.00
Lot 502	45.00	45.00
Lot 503	47.00	47.00
Lot 505	117.00	117.00
Lot 506	64.00	64.00
Lot 601	65.00	65.00
Lot 602	44.00	44.00
Lot 603	47.00	47.00
Lot 604	47.00	47.00
Lot 605	56.00	56.00
Lot 606	59.00	59.00
Total	2522.00	2522.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 08/06/2017 11:58:54 AM

OWNERS CORPORATION 2
PLAN NO. PS727379S

The land in PS727379S is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 103, 104, 106, 108, 201, 202, 205, 209, 210, 301, 305, 310, 401, 403, 405 - 408, 410, 501 - 503, 505, 506, 601 - 606.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Service of Notices:

TURNBULL COOK LEVEL 10 606 ST KILDA ROAD MELBOURNE VIC 3004
OC034656E 08/05/2017

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. OC034658A 08/05/2017

ADDITIONAL OWNERS CORPORATION INFORMATION:

OC034656E 08/05/2017

Notations:

NIL

Entitlement and Liability:

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Land Parcel	Entitlement	Liability
Common Property 2	0.00	0.00
Lot 103	10.00	10.00
Lot 104	10.00	10.00
Lot 106	10.00	10.00
Lot 108	10.00	10.00
Lot 201	10.00	10.00
Lot 202	10.00	10.00
Lot 205	10.00	10.00
Lot 209	10.00	10.00
Lot 210	10.00	10.00
Lot 301	10.00	10.00
Lot 305	20.00	20.00
Lot 310	20.00	20.00
Lot 401	10.00	10.00
Lot 403	10.00	10.00
Lot 405	10.00	10.00
Lot 406	10.00	10.00
Lot 407	10.00	10.00
Lot 408	10.00	10.00
Lot 410	10.00	10.00
Lot 501	10.00	10.00
Lot 502	10.00	10.00
Lot 503	10.00	10.00
Lot 505	30.00	30.00
Lot 506	10.00	10.00
Lot 601	10.00	10.00
Lot 602	10.00	10.00
Lot 603	10.00	10.00
Lot 604	10.00	10.00
Lot 605	10.00	10.00
Lot 606	10.00	10.00
Total	340.00	340.00

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.



CERTIFICATE No: 44596379 DATE: 08/06/2017

PLANNING CERTIFICATE

Client: Kalus Kenny
DX: 32802 Como

Matter Ref: 170508
Vendor: LANDIS PROPERTY (AUST)
PTY LTD

Purchaser:

Subject Property: LOT 502, 108 QUEENSBERRY STREET CARLTON VIC 3053

Title Particulars: Vol 11876 Fol 345

Municipality: MELBOURNE

Planning Scheme: MELBOURNE PLANNING SCHEME

Responsible Authority for administering and enforcing the Scheme: REFER ATTACHED SCHEDULE

Zone: MIXED USE ZONE

Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening: Not Applicable

Design and Development Overlay: DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 47

Development Contributions Plan Overlay: Not Applicable

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: PART HERITAGE OVERLAY (HO96); HERITAGE OVERLAY (HO1)

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

Other Overlays: PARKING OVERLAY - PRECINCT 12

Proposed Planning Scheme Amendments: MELBOURNE C258 PROPOSES TO IMPLEMENT THE RECOMMENDATIONS OF THE 'HERITAGE POLICIES REVIEW 2016' AND THE 'WEST MELBOURNE HERITAGE REVIEW 2016', TO REVISE THE CONTENT OF THE TWO LOCAL HERITAGE POLICIES AND TO REPLACE THE EXISTING INCORPORATED DOCUMENT: 'HERITAGE PLACES INVENTORY JUNE 2016'

Additional Notes: Not Applicable

The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.

CERTIFICATE No: 44596379 DATE: 08/06/2017

PLANNING CERTIFICATE



MELBOURNE PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

The Council of the City of Melbourne is the responsible authority for administering and enforcing the scheme, except that the Minister for Planning is the responsible authority for considering and determining applications in accordance with Divisions 1, 2 and 3 of Part 4 of the Planning and Environment Act 1987 and for approving matters required by the scheme to be done to the satisfaction of the responsible authority in relation to:

Developments with a gross floor area exceeding 25,000 square metres.

Development and use of land by or on behalf of a Minister of the Crown.

Comprehensive Development Zone: Schedule 2 - Carlton Brewery

The approval and amendment of any development plan, pursuant to clause 43.04-3, in relation to Schedule 8 to the Development Plan Overlay (Carlton Housing Precincts).

The use and development of land for accommodation to which clause 52.41 of the scheme applies.

Despite anything to the contrary in this schedule, the Minister for Planning is the responsible authority for the purposes of clause 43.04 (schedules 2 to 7) where the total gross floor area of the buildings in the development plan exceeds 25,000 square metres.

Despite anything to the contrary stated in this schedule, the Council of the City of Melbourne is the responsible authority for administering and enforcing the scheme for applications for subdivision or consolidation of land including buildings or airspace and other applications made under the Subdivision Act 1988 within the municipal district of the City of Melbourne, except for the 20.11 hectares of land included in the Games Village project as shown on plan 18698/GV Version A, generally bounded by Oak Street to the east, Park Street to the north, the City Link Freeway to the west and Royal Park to the south-east, excluding the Mental Health Research Institute, in Parkville.



CERTIFICATE No: 44596379 DATE: 08/06/2017

PLANNING CERTIFICATE

MAP Image
Not Available
For This Property

PLANNING PERMIT



CITY OF MELBOURNE

PERMIT NO.	TP-2013-893	For further reference contact: Liam Riordan Telephone: 03 9658 9748 Email: planning@melbourne.vic.gov.au Planning and Building Branch Level 3, Council House 2 240 Little Collins Street, Melbourne
PLANNING SCHEME	Melbourne Planning Scheme	
RESPONSIBLE AUTHORITY	Melbourne City Council	
ADDRESS OF THE LAND	106-108 and 110-112 Queensberry Street and 12-14 Little Cardigan Street, CARLTON VIC 3053	
THE PERMIT ALLOWS	Demolition of the existing building and construction of a new residential building in accordance with the endorsed plans.	

This permit is issued in accordance with the Victorian Civil and Administrative Tribunal's order dated 03 April 2014, pursuant to Section 85(1) of the Planning and Environment Act 1987.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT.

- 1 Prior to the commencement of the development on the land, two copies of plans, drawn to scale must be submitted to the Responsible Authority generally in accordance with the advertised plans but amended to show:
 - a) Revisions to the proposal (including relevant sections and elevations) in accordance with the revised plans prepared by Artisan Architects sheets TP01C, TP02C, TP03C, TP04C, TP05C, TP06C, TP07C and TP08C Revision C dated 26/3/14.
 - b) The window to bedroom 1 of apartment 107 be changed to a door in order to allow access for maintenance purposes.
 - c) Obscure glazing be applied to the eastern façade of the stairwell to improve internal amenity and reduce visual bulk.
 - d) Screening to the balconies of apartments 210, 211, 310, 311, 410 and 411 to minimise downward views into the ground floor courtyards of units 108 and 109.
 - e) The bedroom window of apartments 209, 309 and 409 screened to a height of 1.7m above finished floor level. The fins of the bedroom 1 window of apartments 201, 301, and 401 must be screened by an additional 500mm in depth or the windows fixed with obscured glazing to a height of 1.7 metres, and the fins deleted all together.
 - f) Inclusion of a traffic signalling system to assist with management of vehicles on the curved ramp.
 - g) Details of ramp grades, noting that the first 5 metres into the site (measured from the property boundary) should be at a grade not exceeding 1:10.
 - h) Minimum headroom clearance of 2.1 metres (floor to ceiling height) within the basement car park and above the vehicle ramp.
 - i) Minimum of 25% of all car stacker spaces to be able to accommodate a vehicle height of 1.8 metres.
 - j) Bicycle parking model specifications, and plans showing safe and convenient access, including appropriate headroom clearances for access paths to bicycle parking spaces.

Date Issued: 8 April 2014

Signature of the Responsible Authority

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

- k) A maximum garden bed height of 1 metre for apartment 104 to ensure appropriate sight triangles along Little Cardigan Street and Queensberry Street.
- l) Swept path diagrams for car spaces and the vehicle ramp.

These amended plans must be to the satisfaction of the Responsible Authority and when approved shall be the endorsed plans of this permit.

2. The development as shown on the endorsed plans must not be altered or modified unless with the prior written consent of the Responsible Authority.
3. Prior to the commencement of the development (excluding any demolition, bulk excavation) a schedule and samples of all external materials, colours and finishes including a colour rendered and notated plan/elevation must be submitted to, and approved by the Responsible Authority.
4. No architectural features, plant and equipment or services other than those shown on the endorsed plans are permitted above roof level, unless with the prior written consent of the Responsible Authority.
5. Prior to the commencement of the development, including demolition or bulk excavation, a detailed construction and demolition management plan must be submitted to and be approved by the Responsible Authority - Construction Management Group. This construction management plan must be prepared in accordance with the City of Melbourne - Construction Management Plan Guidelines and is to consider the following:
 - a) public safety, amenity and site security;
 - b) operating hours, noise and vibration controls;
 - c) air and dust management;
 - d) stormwater and sediment control;
 - e) waste and materials reuse;
 - f) traffic management.
6. The performance outcomes specified in the Environmentally Sustainable Design (ESD) Statement prepared by Green Rate and dated 31 October 2013 for the development must be implemented prior to occupancy at no cost to the City of Melbourne and be to the satisfaction of the Responsible Authority.

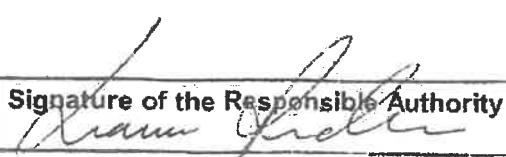
Any change during detailed design, which affects the approach of the endorsed ESD Statement, must be assessed by an accredited professional. The revised statement must be endorsed by the Responsible Authority prior to the commencement of construction.

Engineering

7. Prior to the commencement of development, a Waste Management Plan (WMP) shall be prepared and submitted to the City of Melbourne - Engineering Services. The WMP should detail waste storage and collection arrangements and comply with the City of Melbourne Guidelines for preparing a Waste Management Plan 2012. Waste storage and collection arrangements must not be altered without prior consent of the City of Melbourne - Engineering Services.
8. All projections over the street alignment must be drained to a legal point of discharge in accordance with plans and specifications first approved by the Responsible Authority — Engineering Services.
9. The title boundaries for the property may not exactly agree with the road alignments of the abutting Council lane(s). The approved works must not result in structures that encroach onto any Council lane.

Date Issued: 8 April 2014

Signature of the Responsible Authority



Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

10. Prior to the commencement of the development, a stormwater drainage system, incorporating integrated water management design principles, must be submitted to and approved by the Responsible Authority - Engineering Services. This system must be constructed prior to the occupation of the development and provision made to connect this system to the City of Melbourne's underground stormwater drainage system.
11. Prior to the commencement of the occupation of the development, all necessary vehicle crossings must be constructed and all unnecessary vehicle crossings must be demolished and the footpath, kerb and channel reconstructed, in accordance with plans and specifications first approved by the Responsible Authority - Engineering Services.
12. The footpath(s) adjoining the site along Queensberry Street and Little Cardigan Street must be reconstructed together with associated works including the reconstruction or relocation of kerb and channel and/or services as necessary at the cost of the developer, in accordance with plans and specifications first approved by the Responsible Authority - Engineering Services.
13. Existing street levels in Queensberry Street and Little Cardigan Street must not be altered for the purpose of constructing new vehicle crossings or pedestrian entrances without first obtaining approval from the Responsible Authority - Engineering Services.
14. Existing public street lighting must not be altered without first obtaining the written approval of the Responsible Authority — Engineering Services.

Potentially Contaminated Land

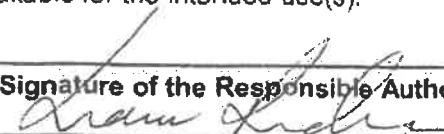
15. Prior to the commencement of the development (excluding demolition), the applicant must carry out a Preliminary Environmental Assessment (PEA) of the site to determine if it is suitable for the intended use(s). This PEA must be submitted to, and be approved by the Responsible Authority prior to the commencement of the development (excluding demolition). The PEA should include:
 - Details of the nature of the land uses previously occupying the site and the activities associated with these land uses. This should include details of how long the uses occupied the site.
 - A review of any previous assessments of the site and surrounding sites including details of the anticipated sources of any contaminated materials.
16. Should the PEA required by condition 15 reveal that further investigative or remedial work is required to accommodate the intended use, then prior to the commencement of the development (excluding demolition), the applicant must carry out a Comprehensive Environmental Assessment (CEA) of the site to determine if it is suitable for the intended use(s).

This CEA must be carried out by a suitably qualified environmental professional who is a member of the Australian Contaminated Land Consultants Association or a person who is acceptable to the Responsible Authority. This CEA must be submitted to, and be approved by the Responsible Authority prior to the commencement of the development (excluding demolition). The CEA should include:

 - Details of the nature of the land uses previously occupying the site and the activities associated with these land uses. This includes details of how long the uses occupied the site.
 - A review of any previous assessments of the site and surrounding sites, including details of any on-site or off-site sources of contaminated materials. This includes a review of any previous Environmental Audits of the site and surrounding sites.
 - Intrusive soil sampling in accordance with the requirements of Australian Standard (AS) 44582.1. This includes minimum sampling densities to ensure the condition of the site is accurately characterised.
 - An appraisal of the data obtained following soil sampling in accordance with ecological, health-based and waste disposal guidelines.
 - Recommendations regarding what further investigation and remediation work, if any, may be necessary to ensure the site is suitable for the intended use(s).

Date Issued: 8 April 2014

Signature of the Responsible Authority



Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

17 Should a CEA be required, prior to the occupation of the building, the applicant must submit to the Responsible Authority a letter confirming compliance with any findings, requirements, recommendations and conditions of the CEA.

Should the CEA recommend that an Environmental Audit of the site is necessary then prior to the occupation of the building the applicant must provide either:

- a) A Certificate of Environmental Audit in accordance with Section 53Y of the *Environment Protection Act 1970*; or
- b) A Statement of Environmental Audit in accordance with Section 53Z of the Environment Protection Act 1970. This Statement must confirm that the site is suitable for the intended use(s).

Where a Statement of Environmental Audit is provided, all the conditions of this Statement must be complied with to the satisfaction of the Responsible Authority and prior to the occupation of the building. Written confirmation of compliance must be provided by a suitably qualified environmental professional who is a member of the Australian Contaminated Land Consultants Association or other person acceptable to the Responsible Authority. In addition, the signing off of the Statement must be in accordance with any requirements in it regarding the verification of works.

If there are conditions on the Statement that the Responsible Authority considers require significant ongoing maintenance and/or monitoring, the applicant must enter into a legal agreement in accordance with Section 173 of the *Planning and Environment Act 1987* with the Responsible Authority. This Agreement must be executed on title prior to the occupation of the building. The owner of the site must meet all costs associated with the drafting and execution of this agreement including those incurred by the Responsible Authority.

Time Limit

18. This permit will expire if one of the following circumstances applies:

- a) The development is not started within two years of the date of this permit.
- b) The development is not completed within four years of the date of this permit.

The Responsible Authority may extend the permit if a request is made in writing before the permit expires, or within six months afterwards. The Responsible Authority may extend the time for completion of the development if a request is made in writing within 12 months after the permit expires and the development started lawfully before the permit expired.

NOTES

All necessary approvals and permits are to be first obtained from the City of Melbourne and the works performed to the satisfaction of the responsible authority - Manager Engineering Services Branch.

Residents will not be entitled to resident parking permits and parking restrictions will not be modified in the nearby area to suit the needs of visitors and residents of the development.

Date Issued: 8 April 2014

Signature of the Responsible Authority

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- a. from the date specified in the permit; or
- b. if no date is specified, from:
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

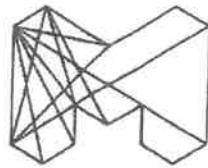
WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if -
 - (a) the development or any stage of it does not start within the time specified in the permit, or
 - (b) the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - (c) the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of land expires if -
 - (a) the use does not start within the time specified in the permit, or if no time is specified, within two years of the issue of the permit; or
 - (b) the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if -
 - (a) the development or any stage of it does not start within the time specified in the permit, or
 - (b) the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - (c) the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
 - (d) the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision -
 - (a) the use or development of any stage is to be taken to have started when the plan is certified; and
 - (b) the permit expires if the plan is not certified within two years of the issue of a permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPLICATIONS FOR REVIEW?

- The person who applied for the permit may apply for review against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application For Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and must be accompanied by the prescribed fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

PLANNING PERMIT



CITY OF MELBOURNE

PERMIT NO.	TP-2016-854
PLANNING SCHEME	Melbourne Planning Scheme
RESPONSIBLE AUTHORITY	Melbourne City Council
ADDRESS OF THE LAND	106 -112 QUEENSBERRY STREET & 2-14 LITTLE CARDIGAN STREET, CARLTON VIC 3053
THE PERMIT ALLOWS	SUBDIVISION IN ACCORDANCE WITH THE ATTACHED ENDORSED PLANS, PS727379S

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT.

1. The applicant must submit to the Responsible Authority an updated plan for endorsement of subdivision PS727379S drawn to scale generally in accordance with the Version E plan dated 05/10/16, but amended to show:
 - 1.1. The layout of Lot 107 in accordance with the endorsed plans attached to TP-2013-893/A.
 - 1.2. The balcony layout of Lot 606 in accordance with the endorsed plans attached to TP-2013-893/A.These amended plans must be to the satisfaction of the Responsible Authority and when approved shall be the endorsed plans of this permit.
2. The layout and site dimensions of the proposed subdivision as shown on the endorsed plan(s) shall not be altered or modified without the consent of the Responsible Authority.
3. Any like plan of subdivision submitted for certification under the provisions of the *Subdivision Act 1988*, ("the certified plan") shall be to the satisfaction of the Responsible Authority (Team Leader - Land Survey).
4. Advice is to be given prior to certification of the plan stating that building structure that defines lot and common property boundaries has actually been erected on site. This advice is to be given by the licensed surveyor who has prepared the plan and may be provided by way of a Form 13 under the *Subdivision (Procedures) Regulations 2011*.

Date Issued: 15 December 2016	Signature of the Responsible Authority
Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.	

5. The certified plan must show the full address of the property being subdivided as shown above.
6. The certified plan must when based on recent survey dimensions be accompanied by a copy of the Abstract of Field Records and Surveyors report. Any substantial intrusion of title over any abutting Council road will require that the subject land be shown on the certified plan as a road to vest in Council on registration of the plan.
7. The certified plan must show all substantial common plant including common switchboards, panels etc., to be situated within appropriate common property. Such plant must be physically accessed via common property or an easement of way, or the plant must be relocated to alternative common property and be also properly accessed. All relocation works are to be performed in accordance with all necessary approvals to be first obtained. Those works are to be completed before the plan is certified or carried out to an extent to the satisfaction of the Responsible Authority (Team Leader Land Survey).
8. Before a plan can be certified, advice from an appropriate building engineer/surveyor in regard to the interdependency of plant and services, for the lots and the common property set out in the plan must be provided to the Responsible Authority. Such advice is to include the location of significant plant including switchboards control panels etc. Necessary plan amendments are to be made to the certified plan.
9. Before a plan can be certified, advice is to be received from a Building Surveyor. For a subdivision of an existing building/s or of a building/s undergoing alteration, that advice is to detail the building/s compliance with Regulation 503 of the *Building Regulations 2006*. For a subdivision of a new or proposed building, that advice is to detail that the subdivision has been assessed against the building plans and that the Regulation will be met when the works are completed in accordance with those plans. The advice must be to the satisfaction of the Responsible Authority (Team Leader Land Survey) and may lead to changes to the endorsed plan and certified plan.
10. Prior to certification of the plan, Condition 17 of TP-2013-893/A must be satisfied.
11. Prior to certification the owner of the land in the plan must notify Council in writing that the numbers placed on site match the allocation of unit and street numbers for the lots in the plan.
12. The plan of subdivision submitted for certification under the *Subdivision Act 1988* must be referred to the relevant authority in accordance with Section 8 of that Act.
13. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
14. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with that authority's requirements and relevant legislation at the time.
15. The owner of the subject land shall construct a stormwater drainage system incorporating integrated water management design principles within the subdivision. The system shall be connected to the City of Melbourne's stormwater drainage system in accordance with plans and specifications first approved by the Responsible Authority – Engineering Services. All necessary approvals and permits are to be first obtained from Council and the works performed to the satisfaction of the Responsible Authority; Council's Manager - Engineering Services. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR:3451449).

Date Issued: 15 December 2016	Signature of the Responsible Authority
	

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

16. Prior to the commencement of the use/occupation of the development, all necessary vehicle crossings must be constructed and all unnecessary vehicle crossings must be demolished and the footpath, kerb and channel reconstructed, in accordance with plans and specifications first approved by the Responsible Authority – Engineering Services. All necessary approvals and permits are to be first obtained from Council and the works performed to the satisfaction of the Responsible Authority; Council's Manager Engineering Services. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR:3451449).
17. The footpath(s) adjoining the site along Queensberry Street & Little Cardigan Street must be reconstructed together with associated works including the reconstruction or relocation of kerb and channel and/or services as necessary at the cost of the developer, in accordance with plans and specifications first approved by the Responsible Authority – Engineering Services. All necessary approvals and permits are to be first obtained from the City of Melbourne – Manager Engineering Services Branch and the works performed to the satisfaction of the City of Melbourne – Manager Engineering Services Branch (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR:3451449).
18. Existing street levels in Queensberry Street & Little Cardigan Street must not be altered for the purpose of constructing new vehicle crossings or pedestrian entrances without first obtaining approval from the Responsible Authority – Engineering Services. All necessary approvals and permits are to be first obtained from Council and the works performed to the satisfaction of the Responsible Authority; Council's Manager - Engineering Services. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR:3451449).
19. Existing public street lighting must not be altered without first obtaining the written approval of the Responsible Authority – Engineering Services. All necessary approvals and permits are to be first obtained from Council and the works performed to the satisfaction of the Responsible Authority; Council's Manager - Engineering Services. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR:3451449).
20. The owner of the subject land must enter into an agreement with City West Water Limited for the provision of water supply. (Contact Zach Lanciana on Telephone 03 9313 8678 Ref:LND/15/00895)
21. The owner of the subject land must enter into an agreement with City West Water Limited for the provision of sewerage. (Contact Zach Lanciana on Telephone 03 9313 8678 Ref: LND/15/00895)
22. The certified plan should show a 2.0m wide centrally located sewerage easement to be in favour of City West Water Corporation pursuant to Section 12(1) of the Subdivision Act 1988.
23. The Owner of the land must enter into an agreement with:
- 23.1. A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - 23.2. A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
- (See Telecommunication Notes Below)**

Date Issued: 15 December 2016	Signature of the Responsible Authority
	

24. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide written confirmation from:

- 24.1. A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
- 24.2. A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

(See **Telecommunication Notes Below**)

25. Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988*, the owner of the land must pay the Responsible Authority an open space contribution equivalent to 5 % of the site value of all the land in the subdivision as assessed/valued by Council.

26. No polluted and/or sediment laden runoff from construction activities shall be permitted to either directly or indirectly enter Melbourne Water's drainage system.

27. The owner of the property being subdivided, must give copies of Council's formal advice in regard to street number allocation for the prime lots in the plan, to all initial purchasers of those lots prior to formal transfer of ownership of those lots. This formal advice will be allocated following certification of the plan, pursuant to the requirements of Regulation 11 of the *Subdivision (Procedures) Regulations 2011* and Council's Activities Local Law 1999. A copy of this advice is to form part of the documentation to any Contract of Sale or Lease for any part of the site after the formal advice has been given.

28. The building and lots on site are to display the correct street and unit numbers as allocated pursuant to Regulation 11 of the *Subdivision (Procedures) Regulations 2011* to the satisfaction of the Responsible Authority (Team Leader - Land Survey).

29. A copy of this permit and the endorsed plans shall form part of the documentation to any Contract of Sale or Lease for any part of the site after the date of this permit.

30. In accordance with section 68 of the *Planning and Environment Act 1987*, this permit will expire if one of the following circumstances applies:

- 30.1. The plan of subdivision is not certified under the *Subdivision Act 1988* within two years of the date of issue of this permit. The Responsible Authority may extend this time if a request is made in writing before the permit expires, or within six months afterwards; or
- 30.2. The registration of the subdivision is not completed within five years of the date of certification. The time for registration of the subdivision cannot be extended.

NOTES: The following is supplied for information only and does not form part of the permit conditions:

Conditions 1 to 11 (both inclusive) are to be complied with before a plan of subdivision can be certified under the *Subdivision Act 1988*.

Date Issued: 15 December 2016	Signature of the Responsible Authority
	

Conditions 15 to 25 (both inclusive) are to be complied with and the necessary prescribed information given to the Responsible Authority, before a statement of compliance can be issued for a plan of subdivision under the *Subdivision Act 1988*.

Regulation 503 of the Building Regulations 2006 ("Regulations") requires each building created by or resulting from the subdivision of an existing building, be brought into conformity with the Regulations unless an exemption has been granted pursuant to the Regulations. The issue of this permit does not and must not be taken to indicate whether the requirements of the Regulations have been met or not. (Further information on the requirements of the Regulations can be obtained by contacting Council's Building Certification and Inspection Unit on telephone 9658 8510).

CitiPower has advised that further application for electricity supply to each lot may be required and all electrical installations in the subdivision shall comply with the requirements of "Electricity Safety Act 1998" and "Victorian Service and Installation Rules".

TELECOMMUNICATION NOTES

The party responsible for confirming compliance with the above telecommunications and fibre ready conditions must include the following advice (as relevant) in their documentation

"I am a telecommunications network or service provider (in the meaning of current Advisory Note 49 issued by the Minister for Planning regarding Amendment VC81 – Telecommunication services and facilities in subdivision) and this confirmation applies to all conditions related to telecommunication services in the planning permit allowing the subdivision".

"I am a suitably qualified person for the provision of fibre ready telecommunication facilities (in the meaning of current Advisory Note 49 issued by the Minister for Planning regarding Amendment VC81 – Telecommunication services and facilities in subdivisions) and this confirmation applies to all conditions related to fibre ready telecommunication facilities in the planning permit allowing the subdivision".

Date Issued: 15 December 2016	Signature of the Responsible Authority 
Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.	

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.)

WHEN DOES A PERMIT BEGIN?

A permit operates:

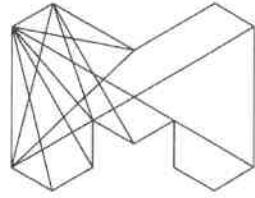
- * from the date specified in the permit; or
- * if no date is specified, from—
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
 - * the development or any stage of it does not start within the time specified in the permit; or
 - * the development requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - * the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.
2. A permit for the use of land expires if—
 - * the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - * the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - * the development or any stage of it does not start within the time specified in the permit; or
 - * the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - * the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - * the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the Planning and Environment Act 1987, or to any combination of use, development or any of those circumstances requires the certification of a plan under the Subdivision Act 1988, unless the permit contains a different provision—
 - * the use or development of any stage is to be taken to have started when the plan is certified; and
 - * the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPLICATIONS FOR REVIEW?

- * The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- * An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- * An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- * An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- * An application for review must state the grounds upon which it is based.
- * An application for review must also be served on the Responsible Authority.
- * Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



Property Information

Building Act 1993, Building Regulations 2006, Regulation 326.

CITY OF MELBOURNE

9 June 2017

GPO Box 1603

Melbourne VIC 3001

Phone (03) 9658 9658

www.melbourne.vic.gov.au

DX210487

ABN 55 370 219 287

Dear Sir/Madam

Unit 502, Level 5, 108 Queensberry Street, CARLTON VIC 3053

Thank you for your building property application received 8 Jun 2017. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

File Number: BP-2014-2379

Description of Work: Proposed Demolition of Buildings

Permits/Certificates Issued:

Building Permit - 1585/20140518/0 21-Nov-2014

Combined Allotments Statement Reg 502 -
1585/20140518/0 21-Nov-2014

File Number: BP-2015-518

Description of Work: Stage 1: Protection work, retention works and bulk excavation works

Permits/Certificates Issued:

Building Permit - 1180/501777/1 20-Mar-2015

Occupancy Permit - OP/501777/P21112 30-Mar-2017

File Number: BP-2015-518/1

Description of Work: Stage 2: Civil, footings and super structure

Permits/Certificates Issued:

Building Permit - 1180/501777/2 16-Jun-2015

Occupancy Permit - OP/501777/P21112 30-Mar-2017

File Number: BP-2015-518/2

Description of Work: Stage 3: Internal/external works and services (final stage)

Permits/Certificates Issued:

Building Permit - 1180/501777/3 29-Oct-2015

Occupancy Permit - OP/501777/P21112 30-Mar-2017

Outstanding Building Notices or Orders

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

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

Please contact us if have any queries or require 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 44596379:71260952
Our Ref 87070

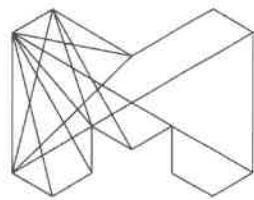
Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 327 of the Building Regulations 2005.
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 Information

Building Act 1993, Building Regulations 2006, Regulation 326.



CITY OF MELBOURNE

9 June 2017

Sai Global Property Division Pty Ltd
PO Box 1884R
MELBOURNE VIC 3001

GPO Box 1603
Melbourne VIC 3001
Hotline (03) 9658 9658
Facsimile (03) 9654 4854
DX210487
ABN 55 370 219 287

Dear Sir/Madam

Unit 502, Level 5, 108 Queensberry Street, CARLTON VIC 3053

Thank you for your building property application received 8 Jun 2017, I wish to advise that the above mentioned property is in an area which:

- Regulation 810. There are currently no designated bushfire prone areas within the City of Melbourne.
- is not an area determined under Regulation 805 to be likely to be subject to significant snow falls.
- is not designated under Regulation 803 as an area in which buildings are likely to be subject to infestation by termites.
- According to the information available in this office, the above property is not in an area liable to flooding, as determined under Regulation 802
- According to the information available in this office, the above property is not in an area liable to flooding, as determined under Regulation 806 of the Building Regulations 2006

Please note, Melbourne Water have notified this office that there have been a number of changes to the flood levels around the City of Melbourne, which has instigated the preparation of new flood level plans and minimum floor levels.

Please contact Melbourne Water, Land Development Planning, PO Box 4342, Melbourne VIC 3001 or 131 722 for flood levels and minimum floor levels or contact us directly if have any queries or require further information regarding this.

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

Your Ref 44596379:71260953
Our Ref 87069

Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 327 of the Building Regulations 2005.
2. **Swimming pool and spa safety barriers**
Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.
For further information please contact Council's Building Control team on (03) 9658 9658.
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 (03) 9658 9658

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

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

CERTIFICATE NO: 137661
DATE OF ISSUE: 08-Jun-2017
YEAR ENDING: 30-Jun-2017

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

Property situated at: Unit 502, Level 5, 108 Queensberry Street, CARLTON VIC 3053

Legal Description: Lot 604 PS727379S CT-11876/352

This property is currently rated against the property below:

Property situated at: 12-14 Little Cardigan Street, CARLTON VIC 3053

Legal Description: Lot 1 TP85386H CT-10117/317

Valuation Date: 01-Jul-2016

Assessment No: 30576 3

Net Annual Value: 76,000

Site Value: 1,520,000

Capital Improved Value: 1,520,000

Owner recorded by Council: Landis Property (Aust) Pty Ltd

RATES AND CHARGES

Balance Owing

Town Rate 1/07/2016 to 30/6/2017	\$	3,097.05
Fire Services Levy 01/07/2016/ to 30/06/2017	\$	194.68
Town Rate Arrears	\$	0.00
Interest on overdue amounts	\$	117.64
Legal Costs	\$	0.00
Total Payments	\$	0.00

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

TOTAL DUE:

\$ 3,409.37

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	In person	Phone and Internet	 
To GPO Box 2158 Melbourne Vic 3001	Melbourne Town Hall 7:30am to 5:00pm Monday to Friday	Mastercard or Visa only Tel: Call 1300 130453 Internet: www.melbourne.vic.gov.au/rates	Biller code: 79616 Ref : 10305763

**Sai Global Property Division Pty Ltd
DX332 MELBOURNE**

OTHER INFORMATION

Local Government (General) Regulations

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

Applicants Reference 44596379:71260949:87068

Authorised Officer



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

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

CERTIFICATE NO: 137662
DATE OF ISSUE: 08-Jun-2017
YEAR ENDING: 30-Jun-2017

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

Property situated at: Unit 502, Level 5, 108 Queensberry Street, CARLTON VIC 3053

Legal Description: Lot 604 PS727379S CT-11876/352

This property is currently rated against the property below:

Property situated at: 106-112 Queensberry Street, CARLTON VIC 3053

Legal Description: Common CM1 PS727379S, Common CM2 PS727379S CT-11876/355

Valuation Date: 01-Jul-2016 Assessment No: 32100 0

Net Annual Value: 97,500 Site Value: 1,750,000 Capital Improved Value: 1,950,000

Owner recorded by Council: Owners Corporation No. 1 PS727379S

RATES AND CHARGES

	Balance Owing
Town Rate 1/07/2016 to 30/6/2017	\$ 4,372.88
Fire Services Levy 01/07/2016/ to 30/06/2017	\$ 1,281.60
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 195.71
Legal Costs	\$ 0.00
Total Payments	\$ -5789.50

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

TOTAL DUE: \$ 60.69

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	In person	Phone and Internet	 
To GPO Box 2158 Melbourne Vic 3001	Melbourne Town Hall 7:30am to 5:00pm Monday to Friday	Mastercard or Visa only Tel: Call 1300 130453 Internet: www.melbourne.vic.gov.au/rates	Biller code: 79616 Ref: 10321000

**Sai Global Property Division Pty Ltd
DX332 MELBOURNE**

OTHER INFORMATION

Local Government (General) Regulations

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

Applicants Reference 44596379:71260949:87068

Authorised Officer



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

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

CERTIFICATE NO: 137660
DATE OF ISSUE: 08-Jun-2017
YEAR ENDING: 30-Jun-2017

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

Property situated at: Unit 502, Level 5, 108 Queensberry Street, CARLTON VIC 3053

Legal Description: Lot 604 PS727379S CT-11876/352

This property is currently rated against the property below:

Property situated at: 110-112 Queensberry Street, CARLTON VIC 3053

Legal Description: Lot 1 TP163489N CT-9144/798

Valuation Date: 01-Jul-2016 **Assessment No:** 32089 5

Net Annual Value: 98,000 **Site Value:** 1,670,000 **Capital Improved Value:** 1,960,000

Owner recorded by Council: Landis Property (Aust) Pty Ltd

RATES AND CHARGES

	Balance Owing
Town Rate 1/07/2016 to 30/6/2017	\$ 4,395.30
Fire Services Levy 01/07/2016/ to 30/06/2017	\$ 346.28
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 151.15
Legal Costs	\$ 0.00
Total Payments	\$ -4853.88

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

TOTAL DUE:

\$ 38.85

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	In person	Phone and Internet	 
To GPO Box 2158 Melbourne Vic 3001	Melbourne Town Hall 7:30am to 5:00pm Monday to Friday	Mastercard or Visa only Tel: Call 1300 130453 Internet: www.melbourne.vic.gov.au/rates	Biller code: 79616 Ref: 10320895

**Sai Global Property Division Pty Ltd
DX332 MELBOURNE**

OTHER INFORMATION

Local Government (General) Regulations

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

Applicants Reference 44596379:71260949:87068

Authorised Officer



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

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

CERTIFICATE NO: 137660
DATE OF ISSUE: 08-Jun-2017
YEAR ENDING: 30-Jun-2017

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

Property situated at: 110-112 Queensberry Street, CARLTON VIC 3053

Legal Description: Lot 1 TP163489N CT-9144/798

Valuation Date: 01-Jul-2016

Assessment No: 32089 5

Net Annual Value: 98,000

Site Value: 1,670,000

Capital Improved Value: 1,960,000

Owner recorded by Council: Landis Property (Aust) Pty Ltd

RATES AND CHARGES

	Balance Owing
Town Rate 1/07/2016 to 30/6/2017	\$ 4,395.30
Fire Services Levy 01/07/2016/ to 30/06/2017	\$ 346.28
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 151.15
Legal Costs	\$ 0.00
Total Payments	\$ -4853.88

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

TOTAL DUE:

\$ 38.85

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	In person	Phone and Internet	 
To GPO Box 2158 Melbourne Vic 3001	Melbourne Town Hall 7:30am to 5:00pm Monday to Friday	Mastercard or Visa only Tel: Call 1300 130453 Internet: www.melbourne.vic.gov.au/rates	Biller code: 79616 Ref: 10320895

Sai Global Property Division Pty Ltd
DX332 MELBOURNE

OTHER INFORMATION

Local Government (General) Regulations

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

Applicants Reference 44596379:71260949:87068

Authorised Officer



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



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12535350810

DATE OF ISSUE - 15/06/2017

APPLICATION NO.

755108

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

44596379:71260951

ACCOUNTS PAYABLE - LEVEL 9
GPO BOX 5420
SYDNEY NSW 2001

SOURCE NO.
99905059310

PROPERTY: UN 403/108 QUEENSBERRY STREET CARLTON VIC 3053

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

The sum of seventy one dollars and sixteen cents is payable in respect of the property listed above to the end of the financial year.

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

Service Charge Type	Annual charge 1/07/2016 - 30/06/2017	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
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WATER SERVICE CHARGE RESIDENTIAL	33.73	Quarterly	7/05/2017	0.00	0.00
SEWERAGE SERVICE CHARGE RESIDENTIAL	37.43	Quarterly	7/05/2017	0.00	0.00
TOTAL	71.16			0.00	0.00

Service charges owing to 30/06/2016	0.00
Service charges owing for this financial year	0.00
Volumetric charges owing to 16/05/2017.	0.00
Adjustments	0.00
Current amount outstanding	0.00
Plus remainder service charges to be billed	71.16
BALANCE including unbilled service charges	71.16



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12535350810

DATE OF ISSUE - 15/06/2017

APPLICATION NO.

755108

This property is currently not liable for Parks and/or Waterway and Drainage charges however may be liable for these charges from date of sale.

Please note the water meter on this property was last read on 16/05/2017.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 16/05/2017 to the settlement date.

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

Drinking Water Usage \$0.00 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 16/05/2017 to the final meter read date will be forwarded to the vendor of the property.

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

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

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



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12535350810

DATE OF ISSUE - 15/06/2017

APPLICATION NO.

755108

Information given pursuant to section 158 of the Water Act 1989

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

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

AUTHORISED OFFICER:

SANDRA MAGANAS
CUSTOMER OPERATIONS MANAGER
CUSTOMER OPERATIONS
CITY WEST WATER CORPORATION

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

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

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



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12101346913

DATE OF ISSUE - 15/06/2017

APPLICATION NO.

755108

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.
44596379:71260951

ACCOUNTS PAYABLE - LEVEL 9
GPO BOX 5420
SYDNEY NSW 2001

SOURCE NO.
99905059310

PROPERTY: 110 QUEENSBERRY STREET CARLTON VIC 3053

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

The sum of seven hundred and thirty nine dollars and ninety one cents is payable in respect of the property listed above to the end of the financial year.

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

Service Charge Type	Annual charge 1/07/2016 - 30/06/2017	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	181.76	Quarterly	30/06/2017	181.76	45.44
PARKS SERVICE CHARGES	90.78	Annually	30/06/2017	90.78	0.00
WATER SERVICE CHARGE NON RESIDENTIAL	282.72	Quarterly	7/05/2017	282.72	33.66
SEWERAGE SERVICE CHARGE NON RESIDENTIAL	380.43	Quarterly	7/05/2017	380.43	45.30
TOTAL	935.69			935.69	124.40

Service charges owing to 30/06/2016 0.00

Service charges owing for this financial year 124.40

Volumetric charges owing to 16/05/2017. 615.51

Adjustments 0.00

Current amount outstanding 739.91

Plus remainder service charges to be billed 0.00

BALANCE including unbilled service charges 739.91



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12101346913

DATE OF ISSUE - 15/06/2017

APPLICATION NO.

755108

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125353508 is not yet separately rated by City West Water and is part only of the property for which this certificate is issued. Property 125353508 may be separately rated from the date of sale and may attract these charges.

Please note the water meter on this property was last read on 16/05/2017.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 16/05/2017 to the settlement date.

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

Drinking Water Usage	\$3.99 per day
Sewerage Disposal Charge	\$2.42 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 16/05/2017 to the final meter read date will be forwarded to the vendor of the property.

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

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

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



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12101346913

DATE OF ISSUE - 15/06/2017

APPLICATION NO.

755108

Information given pursuant to section 158 of the Water Act 1989

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

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

AUTHORISED OFFICER:

SANDRA MAGANAS
CUSTOMER OPERATIONS MANAGER
CUSTOMER OPERATIONS
CITY WEST WATER CORPORATION

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

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

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



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12101347013

DATE OF ISSUE - 15/06/2017

APPLICATION NO.

755108

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

44596379:71260951

ACCOUNTS PAYABLE - LEVEL 9
GPO BOX 5420
SYDNEY NSW 2001

SOURCE NO.
99905059310

PROPERTY: 106 QUEENSBERRY STREET CARLTON VIC 3053

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

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

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

Service Charge Type	Annual charge 1/07/2016 - 30/06/2017	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	246.54	Quarterly	31/03/2017	215.72	92.45
PARKS SERVICE CHARGES	123.13	Annually	30/06/2017	123.13	0.00
WATER SERVICE CHARGE NON RESIDENTIAL	365.74	Quarterly	31/03/2017	332.08	142.90
SEWERAGE SERVICE CHARGE NON RESIDENTIAL	492.14	Quarterly	31/03/2017	446.84	223.42
TOTAL	1,227.55			1,117.77	458.77

Service charges owing to 30/06/2016	0.00
Service charges owing for this financial year	458.77
Volumetric charges owing to 16/05/2017.	936.95
Adjustments	0.00
Current amount outstanding	1,395.72
Plus remainder service charges to be billed	109.78
BALANCE including unbilled service charges	1,505.50



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12101347013

DATE OF ISSUE - 15/06/2017

APPLICATION NO.

755108

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125353508 is not yet separately rated by City West Water and is part only of the property for which this certificate is issued. Property 125353508 may be separately rated from the date of sale and may attract these charges.

Please note the water meter on this property was last read on 16/05/2017.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 16/05/2017 to the settlement date.

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

Drinking Water Usage	\$2.20 per day
Sewerage Disposal Charge	\$0.00 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 16/05/2017 to the final meter read date will be forwarded to the vendor of the property.

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

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

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



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

12101347013

DATE OF ISSUE - 15/06/2017

APPLICATION NO.

755108

Information given pursuant to section 158 of the Water Act 1989

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

12 & 14 CARDIGAN ST , 106 & 108 QUEENSBURY ST are seweraged by a combined drain.

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

AUTHORISED OFFICER:

SANDRA MAGANAS
CUSTOMER OPERATIONS MANAGER
CUSTOMER OPERATIONS
CITY WEST WATER CORPORATION

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

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

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



City West
Water™

**Encumbrance Plan
110 QUEENSBERRY STREET CARLTON 3053
Application No. 755108**



LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main
	Sewer Main		MW Abandoned Channel		MW Water Main
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main
	Water Main		MW Underground Drain		MW Manhole
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole

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. City West 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.

Land Tax Clearance Certificate

Land Tax Act 2005



KALUS KENNY VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 44596379:71260950
Certificate No: 16080060
Issue Date: 13 JUN 2017
Enquiries: GXP3

Land Address: LOT 502 QUEENSBERRY STREET CARLTON VIC 3053

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
REFER TO ATTACHMENT						

Vendor: LANDIS PROPERTY (AUST) PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT				

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total

Comments: Refer to attachment

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.
To request an update for this certificate go to:
www.sro.vic.gov.au/certificates

TAXABLE VALUE: \$88,144

AMOUNT PAYABLE: \$612.24

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 16080060

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land ID: 1143536

Amount Payable: \$612.24

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

Notes to certificates under Section 105 of the Land Tax Act 2005



Certificate No: 16080060

1. Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
3. The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
4. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
5. If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
6. If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from:
 - a. the vendor, or
 - b. the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
7. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
8. If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner

will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.

9. If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
10. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
11. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$88,144

Land Tax = \$0.00

Calculated as \$0 plus (\$88,144 - \$0) multiplied by 0.000 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land Tax Clearance Certificate

Land Tax Act 2005

Certificate No: 16080060



Land Address: LOT 502 QUEENSBERRY STREET CARLTON VIC 3053

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
1143536	502	727379	11876	345	\$29,798	\$0.00

Assessed Owner	Years	Proportional Tax	Penalty/Interest	Total
QBS UNIT TRUST	2017	\$413.94	\$0.00	\$0.00
		Total Amount Payable for Property:	1143536	\$0.00

Comments: Land Tax of \$413.94 has been assessed for 2017, an amount of \$413.94 has been paid.

Land Address: LOT 502 QUEENSBERRY STREET CARLTON VIC 3053

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
4919083	502	727379	11876	345	\$31,225	\$433.77

Assessed Owner	Years	Proportional Tax	Penalty/Interest	Total
QBS UNIT TRUST	2017	\$433.77	\$0.00	\$433.77
		Total Amount Payable for Property:	4919083	\$433.77

Comments: Land Tax will be payable but is not yet due - please see note 5 on reverse.

Total:

\$88,144

\$612.24

Land Tax Clearance Certificate

Land Tax Act 2005

Certificate No: 16080060



Land Address: LOT 502 QUEENSBERRY STREET CARLTON VIC 3053

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
4919091	502	727379	11876	345	\$27,121	\$178.47

Assessed Owner	Years	Proportional Tax	Penalty/Interest	Total
QBS UNIT TRUST	2017	\$376.76	\$0.00	\$178.47
		Total Amount Payable for Property:	4919091	\$178.47

Comments: Land Tax of \$376.76 has been assessed for 2017, an amount of \$198.30 has been paid. Land Tax will be payable but is not yet due - please see note 5 on reverse.

Total:

\$88,144

\$612.24

CERTIFICATE No: 44596379 DATE: 08/06/2017

ROADS CERTIFICATE



Client: Kalus Kenny
DX: 32802 Como

Matter Ref: 170508
Vendor: LANDIS PROPERTY (AUST)
PTY LTD

Purchaser:

Subject Property: LOT 502, 108 QUEENSBERRY STREET CARLTON VIC 3053

Title Particulars: Vol 11876 Fol 345

Municipality: MELBOURNE

Advice of approved VicRoads proposals: VICROADS HAS NO APPROVED PROPOSAL 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.

Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.



OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No:	Owners Corporation on Plan No. 727379S-1
Postal address is:	502 / 110-112 Queensberry Street, CARLTON, VIC 3053
This certificate is issued for:	Lot 502 on Plan of Subdivision No. PS 727379S-1
Applicant for the certificate is	Jessica Lee – Kalus Kenny Intelex
Applicant Reference:	N/A
Date of Issue:	The information in this certificate is issued on 16 May 2017

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

- This certificate remains valid for no more than **30 days**
- All content contained within this certificate is subject to change without notice
- All information contained within this certificate is provided to the best of our knowledge at the time of issue
- All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to certificate@turnbullcook.com.au

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

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

- (a) The current annual fees for the lot are: OC 1: \$1,472.45

The present fees for the above Lot 502 are **\$738.25** payable 22/05/2017 for a six month period (1/04/17 – 30/09/17) and then in quarterly instalments of **\$368.15**

Due and Payable 22/05/2017	\$738.25	1 April – 30 September 2017 period
Due and Payable 01/10/2017	\$\$368.15	1 October – 31 December 2017 period

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

- (b) The date up to which the fees for the lot have been paid is **31/03/2017**
(c) The total of any unpaid fees or charges for the lot is: **Nil at this time - \$738.25 due 22/05/2017**

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

Other Owner Invoices:

- A \$50 fee is applicable for administration and compliance upon confirmation of settlement payable by the purchaser.



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

Initial Occupation / Set Up Expenses – Total Levy \$7,000 due 22/5/2017

The amount payable by this lot is: \$124.95

PLEASE NOTE:

A settlement adjustment is required in favour of the current owner for payment of Owners Corporation insurance and lift covers

- Resolute Property Protect invoice \$12,877.43
- EH Brett invoice \$1,353.00

The adjustment should be calculated based on the liability schedule of Owners Corporation No.1

- (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? If so, then provide details: **Nil at this time. The IGM Minutes confirm instruction to engage the services of an independent contractor to complete a defect/compliance audit on the lift and undertake the tender process for the ongoing scheduled maintenance service agreement prior to the end of the financial year. This additional service and report is to be funded by Special Levy with the due date and levy value yet to be determined**
- (f) The owners corporation has the following insurance cover:
-

Please see attached Certificate of Currency

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

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

Yes – Please see below

- **Turnbull Cook Body Corporate Management Pty Ltd - Owners Corporation Management Contract.**
- **Momentum Energy Embedded Network – provision of power**
- **Origin Bulk Hot Water Supply Agreement – provision and individual metering / billing of hot water use**
- **Origin Bulk Hot Water Maintenance Agreement – service and maintenance of hot water unit**
- **Car Stacker Service Agreement – (OC 2 Only) service and maintenance of car stackers**
- **Emerald Hospitality – caretaking and cleaning services**
- **Waste Wise Environmental – waste management services**

- (k) Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: **None to our knowledge at this time**.
- (l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details: **There are no notices or orders as at 16 May 2017**



- (m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details: **None to our knowledge at this time.**
- (n) Has the owners corporation appointed, or resolved to appoint, a manager? If so, then provide details: The Manager is:

Turnbull Cook Body Corporate Management Pty Ltd
Level 10, 606 St Kilda Road Melbourne Vic 3004
Phone: +61 3 8697 0600 Fax: +61 3 8697 0669

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

- (p) Any other information:
 - **None to our knowledge at this time**

- (q) Documents required to be attached to the owners corporation certificate are:
 - A copy of the latest financial statements
 - A copy of the minutes of the last annual general meeting of the owners corporation
 - A copy of the Consolidated Rules registered at Land Victoria
 - A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "*Statement of Advice and Information for Prospective Purchasers and Lot Owners*"



PLEASE NOTE:

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

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

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

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

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

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

This owners corporation certificate was prepared by:

Date: 16 May 2017

The Common Seal of Owners Corporation Plan No 727379S-1 was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporation Act 2006.

Signed on behalf the Owners Corporation on Plan No 727379S-1 by:

A handwritten signature in black ink that reads "Stacey Lomax".

Registered Manager Signature

Stacey Lomax

Turnbull Cook Body Corporate Management Pty Ltd
Level 10, 606 St Kilda Road Melbourne Vic 3004
Phone: +61 3 8697 0600 Fax: +61 3 8697 0669



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

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

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

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

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

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

Owners Corporation No:	Owners Corporation on Plan No. 727379S-2
Postal address is:	502 / 110-112 Queensberry Street, CARLTON, VIC 3053
This certificate is issued for:	Lot 502 on Plan of Subdivision No. PS 727379S-2
Applicant for the certificate is	Jessica Lee – Kalus Kenny Intelex
Applicant Reference:	N/A
Date of Issue:	The information in this certificate is issued on 16 May 2017

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

- This certificate remains valid for no more than **30 days**
- All content contained within this certificate is subject to change without notice
- All information contained within this certificate is provided to the best of our knowledge at the time of issue
- All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to certificate@turnbullcook.com.au

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

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

-
- (a) The current annual fees for the lot are: **OC 2: \$408.85**

The present fees for the above Lot 502 are **\$205.00** payable 22/05/2017 for a six month period (1/04/17 – 30/09/17) and then in quarterly instalments of **\$102.25**

Due and Payable 22/05/2017	\$\$205.00	1 April – 30 September 2017 period
Due and Payable 01/10/2017	\$\$102.25	1 October – 31 December 2017 period

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

- (b) The date up to which the fees for the lot have been paid is **31/03/2017**

- (c) The total of any unpaid fees or charges for the lot is: **Nil at this time - \$\$205.00 due 22/05/2017**

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

Other Owner Invoices:

- A \$50 fee is applicable for administration and compliance upon confirmation of settlement payable by the purchaser.

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:
None

- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above? If so, then provide details: **Nil at this time. The IGM Minutes confirm instruction to engage the services of an independent contractor to complete a defect/compliance audit on the lift and undertake the tender process for the ongoing scheduled maintenance service agreement prior to the end of the financial year. This additional service and report is to be funded by Special Levy with the due date and levy value yet to be determined**

- (f) The owners corporation has the following insurance cover:

Please see attached Certificate of Currency

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

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

Yes – Please see below

- **Turnbull Cook Body Corporate Management Pty Ltd - Owners Corporation Management Contract.**
- **Momentum Energy Embedded Network – provision of power**
- **Origin Bulk Hot Water Supply Agreement – provision and individual metering / billing of hot water use**
- **Origin Bulk Hot Water Maintenance Agreement – service and maintenance of hot water unit**
- **Car Stacker Service Agreement – (OC 2 Only) service and maintenance of car stackers**
- **Emerald Hospitality – caretaking and cleaning services**
- **Waste Wise Environmental – waste management services**

- (k) Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: **None to our knowledge at this time**.
- (l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details: **There are no notices or orders as at 16 May 2017**
- (m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details: **None to our knowledge at this time**.
- (n) Has the owners corporation appointed, or resolved to appoint, a manager? If so, then provide details: The Manager is:

Turnbull Cook Body Corporate Management Pty Ltd
Level 10, 606 St Kilda Road Melbourne Vic 3004
Phone: +61 3 8697 0600 Fax: +61 3 8697 0669

- (o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? **No administrator is appointed.**
- (p) Any other information:
 - **None to our knowledge at this time**
- (q) Documents required to be attached to the owners corporation certificate are:
 - A copy of the latest financial statements
 - A copy of the minutes of the last annual general meeting of the owners corporation
 - A copy of the Consolidated Rules registered at Land Victoria
 - A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "*Statement of Advice and Information for Prospective Purchasers and Lot Owners*"

PLEASE NOTE:

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

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

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

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

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

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

This owners corporation certificate was prepared by:

Date: 16 May 2017

The Common Seal of Owners Corporation Plan No 727379S-2 was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporation Act 2006.

Signed on behalf the Owners Corporation on Plan No 727379S-2 by:



Registered Manager Signature

Stacey Lomax

Turnbull Cook Body Corporate Management Pty Ltd
Level 10, 606 St Kilda Road Melbourne Vic 3004
Phone: +61 3 8697 0600 Fax: +61 3 8697 0669



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

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

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

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

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



TURNBULL COOK

OWNERS CORPORATIONS NO.1 & NO.2 - PS 727379S
106-112 QUEENSBERRY STREET, CARLTON
MINUTES OF INAUGURAL GENERAL MEETING

MEETING DATE & TIME: Friday 12 May 2016 at 3.15pm

MEETING LOCATION: The office of Turnbull Cook

Level 10 / 606 St Kilda Road, Melbourne

1. Attendance

Mr Terry Livanidis representing Landis Property (Aust) Pty Ltd was in attendance as representatives of the current registered Owner, Landis Property (Aust) Pty Ltd.

Claire Foley representing Turnbull Cook as the Owners Corporation Manager was in attendance.

2. Chairperson Appointment

It was resolved that Claire Foley be appointed to chair the proceedings of the meeting.

3. Administrative Compliance and Registration

3.1 Waiver of Meeting Notice Requirements

It was resolved that the requirement to provide advance notice of this meeting and associated agenda documentation pursuant to Section 72 of the Owners Corporations Act 2006 is waived and that all decisions achieved at this meeting be deemed as valid resolutions of the Owners Corporation.

3.2 Registration of Plan of Subdivision

It is confirmed that the Plan of Subdivision was registered on 5 May 2017.

It is noted that the registered address of this Owners Corporation per the Plan of Subdivision is 106-112 Queensberry Street & 2-14 Little Cardigan Street, Carlton.

Melbourne City Council has the registered address of 110-112 Queensberry Street, Carlton. However, the "house" number for this development is 108 Queensberry Street, Carlton.

3.3 Registration of Owners Corporation Rules

It was acknowledged that the Owners Corporation consolidated rules have been registered with the Plan of Subdivision and are therefore enforceable under the Owners Corporations Act 2006.

3.4 Registered Planning Compliance Documents

The Owners Corporation acknowledged its obligations contained within the Planning Permit and associated registered operational plans;

- Planning Permit No. TP-2013-893
- Occupancy Certificate No. OP/501777/P21112
- Environmental & Sustainability Report
- Waste Management Plan

3.5 Section 67 – Provision of Documentation

The initial Owner confirms provision of documentation in accordance with the Act will be complied with ensuring that all such documentation will be made available to the Owners Corporations.

3.6 Section 68 – Obligations of the Initial Owner

The initial Owner acknowledged and provided an undertaking that the various items as set out in Part 4, Sections 66 & 67 of the Act will perform duties imposed on the Owners Corporations at its own expense and meet all outgoings until the commencement of the fees.

3.7 Common Seal

The common seal of Owners Corporation is confirmed as adopted as the seal of the Owners Corporations and that it be affixed to any deed, instrument or document only in accordance with Part 2, Section 19 of the Owners Corporation Act.

3.8 ABN Registration

It was resolved that the manager is authorised to register the Owners Corporations with an ABN

3.9 Registered Address of the Owners Corporation

It was resolved that the registered address of the Owners Corporation be C/- Turnbull Cook, PO Box 6076, St Kilda Road Central VIC 8008, and confirmed that the Registrar has been notified.

4. Appointment of Owners Corporation Manager

In accordance with Part 6, Section 119 of the Owners Corporation Act, the Owners Corporations resolved that;

- Turnbull Cook be appointed for a term of 5 years as the Owners Corporation Manager for Plan of Subdivision 747379S for the period from 1 May 2017 to 1 May 2022.
- The Owners Corporations delegates to the Manager all of the powers and functions that are necessary to enable the Manager to perform its duties under the form of appointment of Manager, a copy of which has been provided;
- The Owners Corporations acknowledge and accept that the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and that one Owners Corporation member be appointed as the main representative and that another Owners Corporation member be appointed as a substitute representative of the Owners Corporation for the purpose of the agreement.
- The common seal of the Owners Corporations is to be affixed to the Contract of Appointment, for each Owners Corporation.

4.1 Determination at a General Meeting Only

Pursuant to Section 82 of the Owners Corporation Act, the Owners Corporations resolved that revoking delegated management authority may only be determined by Ordinary Resolution at a general meeting of the Owners Corporation.

4.2 Management Fee

The Owners Corporations resolved to accept the management fees as payable to Turnbull Cook, due quarterly in advance and in accordance with the terms specified within the Contract of Appointment at \$17,000 plus GST per annum plus disbursements.

The Owners Corporations acknowledged that Schedule 2.2 charges within the contract of appointment are charged on a user pays basis.

5. Financial Year & Budget

The Owners Corporations of PS 727379S resolved that the financial year of the Owners Corporations will be 1 April – 31 March of each year with the first financial period being 1 April 2017 – 31 March 2018.

The Owners Corporations resolved to accept the projection of estimated expenses for the period commencing 1 April 2017 for PS 727379S and that the proposed budget be adopted;

Owners Corporation No. 1 Administration Fund: \$82,520 per annum

Owners Corporation No. 2 Administration Fund: \$13,900 per annum

It was noted that during the first year for all new developments, the operation costs for the Owners Corporation are not known and budgets are estimated based on comparable site data at the time the budget is prepared.

As common services commence, the operational costs for maintaining the common property and services to meet the demands and expectations of the Owners Corporation and residents becomes more transparent.

It was resolved that in the event the operational costs exceeds the Owners Corporation revenue, the manager is authorised to raise a special levy where deemed necessary to fund the financial obligations of the Owners Corporation.

The budget and actual expenses for the financial year is reviewed at the annual general meeting of the Owners Corporation and adjusted in accordance with the instructions of the Owners Corporation.

All members of the Owners Corporation are encouraged to utilise our client portal services to access live financial information for the Owners Corporation and their private Lot accounts.

Email info@turnbullcook.com.au to request your User ID and password

6. Contributions & Special Levies

6.1 Contributions

It was resolved that the fees be set in accordance with Part 3, Section 23 of the Owners Corporation Act at **\$82,520 per annum for OC No. 1 and \$13,900 per annum for OC No. 2** and the approved budget of the Owners Corporations be charged in accordance with the Lot Liability Schedule of that Owners Corporation and that the fees continue at the same rate until changed by resolution at a general meeting of the Owners Corporation.

6.2 Payment and Due Date

Owners Corporation No. 1

It was resolved that the fees be paid quarterly in advance, with the first payment being for the period 1/4/2017 – 30/9/2017 due and payable on 22/5/2017. It was further resolved that contributions thereafter be due and payable on the first day of January, April, July and October of each financial year.

Owners Corporation No. 2

It was resolved that the fees be paid quarterly in advance, with the first payment being for the period 1/4/2017 – 30/9/2017 due and payable on 22/5/2017. It was further resolved that contributions thereafter be due and payable on the first day of January, April, July and October of each financial year.

6.3 Special Levy

It was resolved that Owners Corporation No. 1 raise a Special Levy in the total amount of \$7,000 and that this levy be charged to all Lots in accordance with the liability schedule of the Plan of Subdivision to fund various initial expenses for the Owners Corporation.

- Insurance Valuation
- Caretaking and Cleaning Equipment – initial purchase
- Onsite Management – initial occupation (minimum 2 weeks)

Other Settlement Adjustments – Owners Corporation No. 1

- It is noted that the current Owner has paid the initial term of the Owners Corporation insurance and as such an adjustment in favour of the current Owner at settlement will be required for this expense, calculated on the lot liability schedule of the plan of subdivision.
 - o Resolute Property Protect invoice \$12,877.43
- It is noted that the current Owner has paid for the purchase of Lift Covers which have been purchased as an asset for the Owners Corporation and as such, an adjustment in favour of the current Owner at settlement will be required for this expense, calculated on the lot liability schedule of the plan of subdivision.
 - o EH Brett invoice \$1,353.00

6.4 Penalty Interest

That the Owners Corporations resolve to charge interest on money owed by a member to the Owners Corporation 28 days following the due date of fees and charges set under Part 3, Sections 29 (1) and (2) of the Owners Corporation Act 2006 at the maximum rate of interest payable under the Penalty Interest Rates Act 1983, effective from 28/2/2017.

7. Committee / Owners Corporation Chairperson

It was resolved that no Committee be appointed.

It was resolved that Terry Livanidis be appointed the Chairperson of the Owners Corporation and that the Owners Corporation delegates to the Chairperson all powers of the Owners Corporation that may be delegated as defined by the Owners Corporations Act 2006.

It was resolved that a Special General Meeting be convened within the first 3 months following settlement to appoint a Committee of the Owners Corporation enabling new owners the opportunity to become the representatives of the Owners Corporation prior to the date of the Annual General Meeting.

8. Insurance & Valuation

The Owners Corporations accepted insurance that complies with its obligations to take out insurance under Part 3, Sections 55, 56, 59, 60, and 61 per the quotation schedule provided by Resolute Property Protect tabled at this meeting.

- 8.1** The Owners Corporation insurance was confirmed in accordance with the attached certificate of currency.
- 8.2** It was resolved that the Owners Corporation appoints Resolute Property Protect as the insurance broker for the Owners Corporation.
- 8.3** It was resolved that upon renewal the Owners Corporation instructs the manager to renew the policy in accordance with the recommendations of the broker.
- 8.4** It was resolved that the Owners Corporations undertake a building insurance valuation and that the policy cover be adjusted to reflect the recommendations of the valuer, noting that a special levy may be required to fund endorsement of the policy if the valuer findings recommend an increase or change to the existing limits of cover. It was further resolved that the manager is authorized to raise a special levy to fund endorsement of the insurance policy.

9. Service Providers and Agreements

It was resolved that the Owners Corporation authorises the manager to engage the services of suitably qualified contractors to conduct inspections and undertake servicing of equipment and essential services per the requirements defined by the Occupancy Permit and Planning Permit (or as otherwise deemed necessary by the manager) in consultation with the Chairperson of the Owners Corporation or other such authorised delegate, entering into and executing agreements and service contracts at the discretion of the manager for the initial term of such agreements and service contracts.

10. Lift Warranty Audit and Service Contract Tender Management

It was resolved LML Lift Consultants (or other such independent consultant) be engaged by Owners Corporation No. 1 to conduct a warranty audit and manage the tender process for a service contract to commence following the expiration of the initial warranty period.

It was resolved that a special levy be raised to cover the cost of this report during the January – March 2018 financial quarter.

11. Car Stacker Induction & Service Agreement

It was acknowledged that all Lots with an allocated car space within the stacker system are obligated to ensure that the agents and tenants are aware of the requirement to complete an induction with the car to be parked in the stacker, prior to commencement of use.

Inductions are scheduled privately with arrangements made directly between the user of the stacker space and the car stacker service provider – Klaus Multiparking.

All arrangements and inquiries regarding inductions are to be made directly to Klaus Multiparking.

Other than during the initial occupation period, induction costs are to be borne by the occupant and paid directly to the service provider at the time of booking the induction.

It was therefore resolved by Special Resolution that Owners Corporation No. 2 acknowledges and accept the agreement with Klaus Multiparking for the provision scheduled maintenance, inductions, repairs and callout services and that the manager be delegated the authority and is instructed to execute required documentation on behalf of Owners Corporation No. 2.

It was resolved by special resolution that any costs incurred for the use, operation and maintenance of the stacker system (in addition to the service agreement terms) be funded by special levy, payable by members of Owners Corporation No.2, charged in accordance with the liability of the registered plan of subdivision.

12. Bulk Hot Water Maintenance Agreement

It was acknowledged that this complex has a bulk hot water unit provided by Origin and that the installation of this unit requires the Owners Corporation to enter into and comply with a 10 year maintenance agreement.

It was therefore resolved by Special Resolution that the Owners Corporations acknowledge and accept the agreement with Origin for the provision of maintenance to the bulk hot water unit and that the manager be delegated the authority and is instructed to execute required documentation on behalf of the Owners Corporation.

13. Bulk Hot Water Supply Agreement

The Owners Corporation confirms that each Lot has a check meter (remote read) to enable individual usage metering and charge for hot water supply costs to each apartment. This arrangement requires residents to create an account with Origin for direct billing of use charges.

It was resolved by Special Resolution that the Owners Corporation acknowledges and accept the terms of agreement with Origin for provision of bulk hot water and gas. It was further resolved and that the manager be delegated the authority and is instructed to execute required documentation on behalf of the Owners Corporation.

It is resolved by Special Resolution that in the event the Owners Corporation incurs any cost or charge associated with an occupant or Lot owner not fulfilling their obligations with respect to payment of usage costs or providing current and correct billing information to Origin, the Owners Corporation may charge the Lot for those costs incurred with reimbursement to the Owners Corporation being due and payable on the day the charge against the Lot is raised.

- Connections outside the terms of the supply agreement may incur additional costs.

It is resolved by Special Resolution that any additional costs incurred as the direct or indirect result of an occupant connecting outside the terms of the supply agreement will be the responsibility of the occupant and any costs, penalties, fees or charges incurred by the Owners Corporation is to be charged to the Owner of the Lot

14.Embedded Network – Power Provision

It was acknowledged that this complex has an embedded network for provision of power and electricity with Momentum Energy. This network installation requires the Owners Corporation to enter into an agreement with Momentum Energy.

It was therefore resolved by Special Resolution that the Owners Corporations acknowledge and accept the agreement with Momentum for the provision power via an embedded network and that the manager be delegated the authority and is instructed to execute required documentation on behalf of the Owners Corporation.

15.Initial Occupation Period – MOVING IN

It was resolved that the manager arrange for the caretaker to be in attendance full time from 9am – 4pm Monday – Saturday for the first 2 weeks following settlements to facilitate, supervise and manage the moving in process with new residents.

The manager is authorised to determine whether or not it is necessary to extend this period for a further week or two.

An allowance for this additional service is to be funded by special levy – refer item 6.3 of these minutes.

Residents will need to email support@emeraldhospitality.au to book a date / time to move in and for use of the lift with at least 3 business days prior notice. All bookings will be subject to availability.

16.Telstra Services

It is noted that the current owner has an agreement in place with Telstra regarding provision of services to the residents. Details of this agreement were not available at the time of this meeting however all Owners and occupants will receive information as soon as it becomes available.

It was resolved by Special Resolution that the Owners Corporations acknowledge and accept the agreement with Telstra for the provision of services and that the manager be delegated the authority and is instructed to execute required documentation on behalf of the Owners Corporation on receipt of documentation, where required.

17. Other Business

Misc. Installations & Signage

It was resolved that the manager arrange for the installation of key safes, management plaque and other general items that may be necessary for compliance or operational efficiencies.

18. Meeting Closure

There being no further business to discuss, the meeting closed at 4.30pm.

Issued on behalf of the Insurers:
QBE Insurance (Aust) Ltd ABN 78 003 191 035 82 Pitt Street Sydney NSW 2000 (AFS Licence No: 239545)



Policy No: HU0031994
Period of Insurance:
From: 24/03/17
To: 24/03/18 at 4.00 pm

The Insured & Situation:
Owners Corporation Plan No. PS 727379S
106-108 QUEENSBERRY STREET
CARLTON
VIC 3053

Certificate of Currency - Tax Invoice

Cover Selected	Sum Insured
POLICY 1 INSURED PROPERTY (Building) Loss of Rent/Temp Accommodation (15%) INSURED PROPERTY (Common Area Contents)	12,000,000 1,800,000 Not selected
POLICY 2 PUBLIC OR LEGAL LIABILITY	20,000,000
POLICY 3 VOLUNTARY WORKERS	200,000/2,000
POLICY 4 WORKERS COMPENSATION (NSW, ACT, TAS & WA ONLY)	Not selected
POLICY 5 FIDELITY GUARANTEE	100,000
POLICY 6 OFFICE BEARER'S LEGAL LIABILITY	100,000
POLICY 7 MACHINERY BREAKDOWN	100,000
POLICY 8 CATASTROPHE INSURANCE (Insured Property) Extended cover – Rent/Temp Accommodation (15%) Escalation in Cost of Temp Accommodation (5%) Cost of Storage and Evacuation (5%)	1,800,000 270,000 90,000 90,000
POLICY 9 Government Audit Costs Appeal expenses - common property health & safety breaches Legal Defence Expenses	25,000 100,000 50,000
POLICY 10 LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	250,000
FLOOD	Selected

Date of Issue: 15/05/17
Issue Fee Incl GST: 0.00
Issue Fee GST: 0.00

This certificate confirms that on the date of issue noted above, a policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy document. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

CHU Underwriting Agencies Pty Ltd is an underwriting intermediary acting on behalf of the Insurers.

Our Ref: 17037233

New South Wales/ACT
1 Northcliff Street
Milsons Point 2061
PO Box 507, Milsons Pt 1565
Phone: 1300 361 263
Fax: 1300 361 269
Info_nsw@chu.com.au

Victoria / Tasmania
Level 4, 628 Bourke Street
Melbourne 3000
GPO 4323, Melbourne 3001
Phone: 03 8695 4000
Fax: 03 9620 1969
Tasmania Ph: 1800 650 603
Info_vic@chu.com.au

Queensland
Level 13, King George Central
145 Ann Street, Brisbane 4000
PO Box 255, Spring Hill 4004
Phone: 07 3135 7900
Fax: 07 3135 7901
Info_qld@chu.com.au

Western Australia
Level 15, QBE House
200 St Georges Terrace
Perth 6000
Phone: 08 9466 8600
Fax: 08 9466 8601
Info_wa@chu.com.au

South Australia
Ground Floor
208 Greenhill Road
Eastwood 5063
Phone: 08 8394 0444
Fax: 08 8394 0445
Info_sa@chu.com.au

COVERAGE SUMMARY

Client:
 OC727379S
 C/- Turnbull Cook
 PO BOX 6076
 ST KILDA RD CENTRAL VIC 8008

Broker Contact Details:
Broker: Alina Lucaciu
Phone: 03 8646 0264
Email: a.lucaciu@resolutepropertyprotect.com.au

Policy Class: CHU Residential
Policy No.:

Client reference: RES VIC E0059
Period of Insurance: From: 24/03/2017
 To: 24/03/2018

The summary below is not a policy document and is only an outline of the coverage.
 The conditions and limitations of the Insurer's policy shall prevail at all times.

Insured Name: OC727379S

Situation Address: 106-108 Queensbury Street, Carlton VIC 3053

Covering:

Policy 1: Insured Property

Building:	\$12,000,000
Loss of Rent/Temporary Accommodation (15%):	\$1,800,000
Community Property (Common Area Contents):	Not Insured
Optional Paint Benefit (NSW only):	Not Insured

Policy 2: Public or Legal Liability: \$20,000,000

Policy 3: Voluntary Workers: \$2,000/\$200,000

Policy 4: Workers Compensation: Not Insured
 (NSW, ACT, TAS & WA Only)

Policy 5: Fidelity Guarantee: \$100,000

Policy 6: Office Bearer's Legal Liability: \$100,000

Policy 7: Machinery Breakdown: \$100,000

Policy 8: Catastrophe Insurance:

(Insured Property):	\$1,800,000
Extended Cover – Community Income/Temp:	\$270,000
Accommodation/Storage	\$90,000
Cost of Storage & Evacuation	\$90,000

Policy 9: Government Audit Costs: \$25,000

Appeal Expenses – Common Property	
Health and Safety Breaches:	\$100,000
Legal Defence Expenses:	\$50,000

Policy 10: Lot Owners Fixtures & Improvements: \$250,000

Flood: Insured**Flood Excess:** \$300**Excesses:**

\$1,000 Legal Defence Expenses each and every claim

\$1000 Unoccupancy

\$300 Any event of any kind

Un-Occupancy

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing policy wording.

Policy 1 - Excess

An excess of \$1000 will apply to all Policy 1 claims where the available lots remain 50% un-occupied.

Insurer: CHU Underwriting Agencies Pty Ltd
001 580 070
Level 4, 628 Bourke Street
MELBOURNE VIC, 3000**Supporting Insurer:** QBE Insurance Limited
570 Bourke Street
Melbourne
VIC 3000**Proportion:** 100%**Commission:** \$1912.14**Important Notices:****Policy Conditions and Exclusions**

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

Insurance Brokers Code of Practice & External Disputes Resolution Service



A NEW BENCHMARK IN STRATA.

Resolute Property Protect subscribe to the Insurance Brokers Code of Practice and the Financial Ombudsman Service (FOS). FOS administer an independent and free external dispute resolution service for our clients. Please visit www.resolutepropertyprotect.com.au or contact our office for further details

RESOLUTE PROPERTY PROTECT PTY LTD

PHONE 1300 668 033

EMAIL info@resolutepropertyprotect.com.au

WEB www.resolutepropertyprotect.com.au

VICTORIA Level 5, 90 Collins Street, Melbourne 3000

NEW SOUTH WALES Level 11, 23 Hunter Street, Sydney 2000

QUEENSLAND Level 19, 1 Eagle Street, Brisbane 4000

ABN 53 157 850 827

AFSL 425 966



Proposed Budget to apply from 01/05/2017

Turnbull Cook Body Corporate Management Pty Ltd
ABN 79 092 465 987
Level 10, 606 St Kilda Road, Melbourne VIC 3004
PO Box 5076, St Kilda Road Central VIC 3008
03 8697 0600
info@turnbullcook.com.au

The Owners of OC--PS727379S-1

106-112 Queensberry Street, CARLTON VIC 3053

Administrative Fund Proposed budget

Revenue

Levies Due--Admin	82,518.03
<i>Total revenue</i>	<i>82,518.03</i>

Less expenses

Insurance--Premiums	12,464.95
Maint Bldg--Cleaning--Contracts	15,000.00
Maint Bldg--Cleaning--Materials	1,000.00
Maint Bldg--Contingency	83.08
Maint Bldg--Essential Services--Contract	6,650.00
Maint Bldg--Essential Services--Monitoring	2,250.00
Maint Bldg--Exhaust/Ventilation Systems	980.00
Maint Bldg--Garage Doors	750.00
Maint Bldg--General Repairs	3,000.00
Maint Bldg--Pumps	990.00
Maint Bldg--Roof Anchor Points	1,000.00
Management Disbursements	1,250.00
Management Fees	18,700.00
Management Services	400.00
Utility--Electricity--Embedded Network	3,500.00
Utility--Gas--Bulk Hot Water Agreement	4,000.00
Utility--Rubbish Removal	9,500.00
Utility--Water & Sewerage	1,000.00
<i>Total expenses</i>	<i>82,518.03</i>

Surplus/Deficit	0.00
Opening balance	0.00

Closing balance	\$0.00
Total units of entitlement	2522

Levy contribution per unit entitlement	\$32.72
--	---------



Proposed Levy Schedule to apply from 01/05/2017

Turnbull Cook Body Corporate Management Pty Ltd
ABN 70 092 465 667

Level 1D, 606 St Kilda Road, Melbourne VIC 3000
PO Box 5076, St Kilda Road Central VIC 3008
03 8697 0600
info@turnbullcook.com.au

The Owners of OC--PS727379S-1

106-112 Queensberry Street, CARLTON VIC 3053

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Sinking Fund	Total
101	G7	41.00	335.40	0.00	335.40
102	G6	41.00	335.40	0.00	335.40
103	G5	43.00	351.75	0.00	351.75
104	G4	51.00	417.20	0.00	417.20
105	G3	41.00	335.40	0.00	335.40
106	G2	45.00	368.10	0.00	368.10
107	G1	41.00	335.40	0.00	335.40
108	G8	77.00	629.85	0.00	629.85
201	109	52.00	425.35	0.00	425.35
202	108	47.00	384.45	0.00	384.45
203	107	45.00	368.10	0.00	368.10
204	106	45.00	368.10	0.00	368.10
205	105	59.00	482.65	0.00	482.65
206	104	45.00	368.10	0.00	368.10
207	103	46.00	376.30	0.00	376.30
208	102	40.00	327.20	0.00	327.20
209	101	44.00	359.95	0.00	359.95
210	110	70.00	572.60	0.00	572.60
301	209	52.00	425.35	0.00	425.35
302	208	45.00	368.10	0.00	368.10
303	207	45.00	368.10	0.00	368.10
304	206	45.00	368.10	0.00	368.10
305	205	61.00	499.00	0.00	499.00
306	204	45.00	368.10	0.00	368.10
307	203	46.00	376.30	0.00	376.30
308	202	40.00	327.20	0.00	327.20
309	201	42.00	343.55	0.00	343.55
310	210	73.00	597.15	0.00	597.15
401	309	52.00	425.35	0.00	425.35
402	308	45.00	368.10	0.00	368.10
403	307	47.00	384.45	0.00	384.45
404	306	45.00	368.10	0.00	368.10
405	305	59.00	482.65	0.00	482.65
406	304	47.00	384.45	0.00	384.45
407	303	48.00	392.65	0.00	392.65
408	302	42.00	343.55	0.00	343.55

The Owners of OC-PS727379S-1

106-112 Queensberry Street, CARLTON VIC 3053

409	301	42.00	343.55	0.00	343.55
410	310	70.00	572.60	0.00	572.60
501	404	67.00	548.05	0.00	548.05
502	403	45.00	368.10	0.00	368.10
503	402	47.00	384.45	0.00	384.45
505	401	117.00	957.05	0.00	957.05
506	405	64.00	523.55	0.00	523.55
601	505	65.00	531.70	0.00	531.70
602	504	44.00	359.95	0.00	359.95
603	503	47.00	384.45	0.00	384.45
604	502	47.00	384.45	0.00	384.45
605	501	56.00	458.10	0.00	458.10
606	506	59.00	482.65	0.00	482.65
		2,522.00	\$20,630.20	\$0.00	\$20,630.20



Proposed Budget to apply from 01/05/2017

Turnbull Cook Body Corporate Management Pty Ltd
ABN 79 092 466 887
Level 1D, 506 St Kilda Road, Melbourne VIC 3004
PO Box 5076, St Kilda Road Central VIC 8008
03 8697 0600
info@turnbullahook.com.au

The Owners of OC--PS727379S-2

106-112 Queensberry Street, CARLTON VIC 3053

Administrative Fund Proposed budget

Revenue

Levies Due—Admin	13,900.00
<i>Total revenue</i>	<hr/> 13,900.00

Less expenses

Maint Bldg—Car Park	12,400.00
Utility—Electricity	1,500.00
<i>Total expenses</i>	<hr/> 13,900.00

Surplus/Deficit

Opening balance	0.00
<i>Closing balance</i>	<hr/> \$0.00

Total units of entitlement	340
Levy contribution per unit entitlement	\$40.88



Proposed Levy Schedule to apply from 01/05/2017

Turnbull Cook Body Corporate Management Pty Ltd
ABN 79 092 465 987
Level 10, 606 St.Kilda Road, Melbourne VIC 3004
PO Box 5076, St.Kilda Road Central VIC 3008
03 8697 0600
info@turnbullicook.com.au

The Owners of OC--PS727379S-2

106-112 Queensberry Street, CARLTON VIC 3053

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Sinking Fund	Total
103	G5	10.00	102.25	0.00	102.25
104	G4	10.00	102.25	0.00	102.25
106	G2	10.00	102.25	0.00	102.25
108	G8	10.00	102.25	0.00	102.25
201	109	10.00	102.25	0.00	102.25
202	108	10.00	102.25	0.00	102.25
205	105	10.00	102.25	0.00	102.25
209	102	10.00	102.25	0.00	102.25
210	110	10.00	102.25	0.00	102.25
301	209	10.00	102.25	0.00	102.25
305	205	20.00	204.45	0.00	204.45
310	210	20.00	204.45	0.00	204.45
401	309	10.00	102.25	0.00	102.25
403	307	10.00	102.25	0.00	102.25
405	305	10.00	102.25	0.00	102.25
406	304	10.00	102.25	0.00	102.25
407	303	10.00	102.25	0.00	102.25
408	302	10.00	102.25	0.00	102.25
410	310	10.00	102.25	0.00	102.25
501	404	10.00	102.25	0.00	102.25
502	403	10.00	102.25	0.00	102.25
503	402	10.00	102.25	0.00	102.25
505	401	30.00	306.65	0.00	306.65
506	405	10.00	102.25	0.00	102.25
601	505	10.00	102.25	0.00	102.25
602	504	10.00	102.25	0.00	102.25
603	503	10.00	102.25	0.00	102.25
604	502	10.00	102.25	0.00	102.25
605	501	10.00	102.25	0.00	102.25
606	506	10.00	102.25	0.00	102.25
		340.00	\$3,476.30	\$0.00	\$3,476.30

22 March 2017

Name : Terry Livanidis
 Company : Landis Property
 Address : 6A level 1 Como centre 299 Toorak rd
 South Yarra

Email : terry@landisproperty.com.au

Phone : 0416 176 116

QUOTATION : 106 Queensbury st Carlton

Description : Manufacture, supply 1 set of protective lift curtains

Fabric/Colour : 600gsm PVC Grey

Features : Padded for protection of lift

Stitching : All stitching will be sewn with heavy duty UV treated thread.

Total Supply :	\$1200.00 + GST
Delivery Melbourne Metro:	\$30.00 + GST
Total:	\$1230.00 + GST

Price is valid for 30 days from date of quote.

Thank you for the opportunity to quote on this work and if you have any questions,
 please do not hesitate to be in touch.

Kind Regards,

Graham Murphy

OC727379S
C - Turnbull Cook
PO BOX 6076
ST KILDA RD CENTRAL, VIC
8008

TAX INVOICE :

100603254

This document will be a tax invoice for GST when you make payment

Client Reference:	RES-VIC-E0059-0258998-000	Invoice Date:	27-Mar-2017
Account Broker:	Alina Lucaciu	Policy Class:	CHU Residential Resolute
Email:	a.lucaciu@resolutepropertyprotect.com.au	Policy No:	
Insurer:	CHU Underwriting Agencies Pty Ltd	Period:	24-Mar-2017 to 24-Mar-2018

RENEWAL

Insured: OC727379S
106-108 QUEENSBERRY STREET,CARLTON

Premium	FSL	Stamp Duty	GST	UW Levy	Broker Fee
9,560.68		1,051.68	1,075.07	90.00	1,100.00
Total:					12,877.43

(A processing fee applies for Credit Card payments)

PAYMENT OPTIONS



Biller Code: 20362
DEFT/BPAY REF: 4027 3550 0014 12415



*498 402735 50001412415



In Person

- Present this payslip, during business hours, at any Resolute office to pay cash, cheque or credit card.



Mail

- Mail this payment slip with your cheque made payable to 'Resolute Property Protect' and forward to Head Office: Level 5, 90 Collins Street, Melbourne VIC 3000.

VERY IMPORTANT NOTICE

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose these matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of matters -

- that diminish the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by the insurer.

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability, under the contract, in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from inception.

LIABILITY INSURANCE

Where Public Liability insurance is the subject matter or part thereof on the schedule of cover outlined overleaf, the contract is on "claims occurring basis" and not a "claims made basis".

Should the subject matter of this insurance be Professional Indemnity, Directors and Officers Liability, or Association Liability Insurance, the contract is most likely to be on a "claims made basis" and not "claims occurring basis".

HOLD HARMLESS

Some contracts of insurance contain a provision which limits or excludes the insurers liability for any claim in relation to which the insurers rights of recovery have been prejudiced or waived by you. Therefore, you should not enter into any agreement which might have the effect of limiting or excluding your rights against a party. Please refer to your broker if you need assistance with reviewing your contract.

RES INV TS

RESOLUTE PROPERTY PROTECT PTY LTD
ABN 53 157 850 827
ATL 40% 966

T: 1300 668 033
E: info@resolutepropertyprotect.com.au
W: www.resolutepropertyprotect.com.au

ACTOR A Level 5, 90 Collins Street, Melbourne 3000
NSW SOL 1-18/21 ES Level 11, 23 Hunter Street, Sydney 2000
QLD 4111 (AMC) Level 19, 1 Eagle Street, Brisbane 4000

Resolute.
PROPERTY PROTECT

1300 668 033
WWW.RESOLUTEPROPERTYPROTECT.COM.AU

Owners Corporation Notification of Making Rules

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

OC034657C

04/04/2017 \$16.30 OCR



Lodged by

Name:

Phone:

Address:

Reference:

Customer Code:

Applicant: (full name and address including postcode)

Landis Property (Aust) Pty Ltd of Suite 6A, 299 Toorak Road, South Yarra VIC 3141

Plan No.: PS727379S

Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 4/4/17

Signature of applicant:

Executed by Landis Property Pty Ltd, Being the
Person who is Authorised to Sign for the
Company

Sole Director Terry Luvash
64, Wk 1, Como Centre, 299 Toorak Road
South Yarra 3141 VIC.

30800812A

OC5

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

OC034657C

04/04/2017

\$46.30

OCR

RULES OF OWNERS CORPORATION 1 – Plan No. PS 727379S



Preface

This document comprises the Rules of Owners Corporation No. 1 on the Plan of Subdivision as approved by a special resolution of the Owners Corporation pursuant to section 138 of the Act.

These Rules may not provide for a matter which is provided for in the Model Rules, prescribed from time to time pursuant to section 139 of the Act. If this is the case, then these Rules will be deemed to include the provisions of the Model Rules relating to that matter.

These Rules have been tailored to address the particular requirements of the Owners Corporation and the Development and may be varied by a special resolution of the Owners Corporation.

Under the Act, these Rules are binding on:

- The Owners Corporation;
- An owner of a Lot within the Development;
- A tenant or sub-tenant of a Lot within the Development; and
- Any other Occupier of a Lot within the Development.

At all and any places in this Rules where it refers to the Owners Corporation it may also mean the committee of management or the manager of the Owners Corporation which has been duly appointed and delegated powers and duties of the Owners Corporation under the Act.

1. DEFINITIONS & INTERPRETATION

1.1 In these Rules:

Act means the *Subdivision Act 1988 (Vic)* and the *Owners Corporations Act 2006 (Vic)*, as amended from time to time.

Building means the building constructed on the Land as part of the Development.

Common Property means all Common Property 1 in the Plan.

Common Facilities means the facilities located upon the Common Property for the use and enjoyment of the Occupiers and Members, subject to any restrictions

Developer means Landis Property (Aust) Pty Ltd ACN 094 486 674.

Development means the Building and associated work which has been or will be carried out by the Developer on the Land comprising the Plan.

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

Lot or Lots means a lot in the Plan.

Manager means the person or the company for the time being appointed by the Owners Corporation as its Manager and a reference in these Rules to the Owners Corporation shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires.

Member means an owner of a Lot on the Plan.

Model Rules means the model rules prescribed by the *Owners Corporations Act 2006 (Vic)* from time to time.

Occupier means any person occupying or in possession of a Lot on the Plan and can include a Member.

Owners Corporation means Owners Corporation 1 created by the Plan.

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Plan means Plan of subdivision No. 727379S being the Plan of subdivision to which the Owners Corporation relates.

Regulations means the Owners Corporations Regulations 2007 (Vic), as amended from time to time;

Rules means these Owners Corporation 1 rules, as amended from time to time.

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property.

1.2 Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words imparting the singular include the plural and vice versa;
- (c) an expression imparting a natural person includes any company, partnership, joint venture, association or other body corporate and any governmental authority; and
- (d) a reference to a thing includes part of that thing.

1.3 To the extent that these Rules are inconsistent with the Model Rules, these Rules shall prevail.

1.4 Subject always to the provisions of the Act and Regulations, the obligations and restrictions in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these Rules in respect of the person or persons to whom they are given.

2. SUPPORT AND PROVISION OF SERVICES

2.1. Unless the Owners Corporation has first provided its written consent, a Member or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired; or
- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

2.2. A Member or Occupier of a Lot must not install a safe in a Lot without the written consent of the Owners Corporation and before submitting to the Owners Corporation a structural engineering report in respect of the proposed installation.

2.3. The Owners Corporation may share amongst members the costs of supply to and maintenance of any gas facility or power facility required for heating or air-conditioning the whole of the Common Property. Where any Lot is not separately metered in relation to any service, including gas, electricity, telephone and/or water, then the Member or Occupier of the Lot shall pay a proportion of such service and supply charges relating to same calculated by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference. The Owners Corporation will not seek payment or reimbursement for a cost or charge from the Member greater than the amount that would have been charged directly to the Member.

3. CLEANING OF A LOT

3.1. A Member or Occupier or any invitee must:

- (a) keep that Lot clean and in good repair;
- (b) must keep all internal areas and balconies clean, tidy and well maintained, and must ensure that all areas visible from outside the Lot are clean, tidy and well maintained;

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- (c) ensure their car parking space(s) are free of oil etc. The Owners Corporation may in its sole discretion enter into and clean any Lot which is a car parking space and charge the owner for the cost incurred.

4. USE AND BEHAVIOUR BY MEMBERS, OCCUPIERS AND INVITEES

- 4.1. A Member, must not, and must ensure that the Occupier of a Member's Lot and any invitee does not:

- (a) use the Common Property or the Common Facilities or permit the Common Property or Common Facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or Occupiers of Lots or their families or invitees;
- (b) use or permit the Common Property or the Common Facilities to be used for any purpose other than that which they were designed;
- (c) do or suffer to be done in or upon the Common Property or the Common Facilities any act, matter or thing that may render any insurance in respect of the Building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
- (d) use or permit any Lot, the Common Property or Common Facilities to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause nuisance or hazard to any other Member or Occupier of any Lot or the families or invitees of any such Member or Occupier;
- (e) cause or permit their licensee, family or invitee to cause any damage to the Common Property;
- (f) fail to clear, at regular intervals, the contents of the Member's mail receiving box;
- (g) fail to inform and require compliance of all Owners Corporation rules and regulations on any Occupier, guest, visitor or invitee of any kind;
- (h) use or permit to be used any part of the Member's Lot for the purposes of storage unless it is a designated storage Lot;
- (i) obstruct the lawful use of Common Property by any person;
- (j) use a Lot or permit it to be used, so as to cause a hazard to the health, safety and security of a Member, Occupier or user of another Lot;
- (k) prohibit, prevent, obstruct, object to or hinder access through or over the Common Property, including (but not limited to):
 - (i) ingress or egress from the Development; and
 - (ii) access for the servants, agents and invitees of any other Member or Occupier;
- (l) fail to provide a copy of the rules of the Owners Corporation to any lawful Occupier of the Lot at the commencement of the occupation and fail to inform and require compliance of all Owners Corporation rules and legislation on any Occupier, guest, visitor or invitee or any kind;

- 4.2. A Member who sells a Lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract;

- 4.3. A person who acquires a Lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract;

- 4.4. A Member who does not occupy the lot or who will be absent from the lot for more than three months must advise the Owners Corporation of the Member's mailing address for service of notices and any changes to it as soon as possible;

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- 4.5. A lot owner must provide a street address in Australia for correspondence purposes to the Owners Corporation. PO Box address and overseas addresses will not be accepted;
- 4.6. A Member or Occupier of a Lot when on Common Property or on any part of a Lot so as to be 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 a Member or Occupier of another Lot or to any person lawfully on the Common Property;
- 4.7. A Member or Occupier of a Lot must not smoke or eat or drink alcohol in the stairwells, lifts, foyers, car parks, hallways and lobbies or any area forming part of the Common Property; and
- 4.8. A Member or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over any balcony or on Common Property except in those areas designated in writing from time to time by the Owners Corporation.
- 4.9. A Member or Occupier of a Lot must not:
 - (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or Occupier of another Lot or of any person lawfully using Common Property; or
 - (b) obstruct the lawful use of Common Property by any person; or
 - (c) without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot except between the hours of 9am and 5pm on weekdays; or
 - (d) use the Lot or the Common Property so as to cause a threat to the health, safety and security of a Member or Occupier of a Lot or their invitees.
- 4.10. A Member or Occupier of a Lot must not use or permit to be used skateboards, scooters, roller skates, roller blades or any like items in or on the Common Property, or use any part of the Common Property as a garden for his own purposes, without the consent of the Owner Corporation.
- 4.11. A Member or Occupier of a Lot must not consume nor permit the consumption of alcohol or the taking of glassware onto the Common Property without the prior written consent of the Owners Corporation, which may be given or withheld in its absolute discretion or subject to such conditions as the Owners Corporation deems appropriate.
- 4.12. A Member or Occupier of a Lot must not permit the hanging of any article of clothing, towels or similar items outside of a Lot.
- 4.13. A Member or Occupier of a Lot must not make excessive noise when using their balcony. Should additional security be required due to excessive noise emanating from a Lot or offensive behaviour of a Member or Occupier, that Member or Occupier will be responsible for any associated fees.
- 4.14. A Member or Occupier of a Lot must not use any part of the Common Property for a meeting, function, and gathering or like purpose without first having obtained the express written consent of the Manager, which may be provided subject to any conditions the manager or Owners Corporation deems appropriate.

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5. DAMAGE TO COMMON PROPERTY

- 5.1. A Member or Occupier of a Lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the Common Property without the prior approval in writing from the Owners Corporation, but this Rule does not prevent a Member or person authorised by him or her from installing any locking device for protection of the Lot against intruders which complies with any stipulations of the Manager from time to time.
- 5.2. A Member or Occupier of a Lot must not breach any fire regulations or install unapproved dead locks or peep holes that would void the insurance policy or increase the insurance premiums of the Owners Corporation.

6. MOVING OF CERTAIN ARTICLES

- 6.1. A Member or Occupier of a Lot must not move any article which may cause damage or obstruction through Common Property without first obtaining the consent of the Manager.
- 6.2. A Member or Occupier of a Lot may only move an article likely to cause damage or obstruction through Common Property in accordance with directions of the Manager.
- 6.3. Without limiting the generality of the foregoing Rules, a Member or Occupier of the Lot may only move items through the areas specifically designated by the Manager.
- 6.4. Subject to compliance with Rules 6.1 to 6.3 inclusive, a Member or occupant of a Lot may move furniture in or out of a Lot:
- (a) on any day between the hours of 9.00 am and 5.00 pm;
 - (b) provided that before commencing to move any furniture in or out of a Lot they have first:
 - (i) ensured that the lift covers have been installed in the lift designated for moving furniture in and out of, or within the Building or a Lot;
 - (ii) paid to the Owners Corporation such amount as is set by the Owners Corporation as security for the cost of rectifying any damage which may occur to the Common Property as a result of the moving of furniture by the Member or the occupant of a Lot.
 - (c) provided that they do not at any time whilst moving the furniture:
 - (i) permit any furniture to enter or exit the Building other than via the car park or other entry point as may be advised by the Manager;
 - (ii) permit any vehicles to restrict access to the car park or any part of it;
 - (iii) conduct operations so as to unduly restrict access of other occupants or their invitees to the lifts, lobbies, fire escapes, any Lot or any other part of the Building which they are lawfully entitled to access;
 - (iv) place any furniture or other items in a lift except that specified by the Owners Corporation;
 - (v) place any furniture in a lift that does not have lift covers installed in it;
 - (vi) permit furniture or any other item to come into contact with any part of the Common Property; or
 - (vii) cause damage to the Common Property.
 - (d) provided that they:
 - (i) take immediate steps to make good any damage caused to the Common Property as a result of the moving of such furniture as directed by the Manager; and
 - (ii) pay compensation to the Owners Corporation in respect of such damage to the extent that the damage has not or cannot be made

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good pursuant to Rule 6.4(d)(i) within 7 days of demand by the Owners Corporation;

- (iii) comply at all times with any directions of the Manager in relation to the moving of the furniture; and
- (iv) pay any reasonable cleaning fee charged by the Owners Corporation for the cost of cleaning any part of the Common Property which may be necessary (as determined by the Manager in its sole discretion) as a result of the movement of furniture through the Common Property.

7. SECURITY OF COMMON PROPERTY

- 7.1. A Member or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.
- 7.2. A Member or Occupier of a Lot must not allow uninvited persons to follow them through the security doors to the Property.

8. NOTIFICATION OF DEFECTS

A Member or Occupier of a Lot must promptly notify the Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

9. COMPENSATION TO OWNERS CORPORATION

The Member or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or Occupier or their respective tenants, licensees or invitees.

10. RESTRICTED USE OF COMMON PROPERTY

- 10.1. The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may:
 - (a) close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Members or Occupiers of any part of the Common Property;
 - (b) permit, to the exclusion of Members and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
 - (c) restrict by means of Security Key the access of Members or Occupiers to any part of the Common Property;
 - (d) restrict by means of Security Key the access of the Members or Occupiers of one level of the Lots to any other level of the Lots, and
 - (e) cancel any security card issued where a Member is in arrears in payment of Owners Corporation levies in excess of 2 quarters or breaches these Rules on 3 occasions in any 12 month period.
- 10.2. A Member or Occupier of a lot must not enter onto any Common Property:
 - (a) access to which has been restricted by the Owners Corporation by the erection of fences, gates or other security devices; or
 - (b) upon which the Owners Corporation has erected signage to the effect that access to that part of the Common Property is restricted to authorised personnel only.
- 10.3. A Member or Occupier of a lot is liable to pay compensation to the Owners Corporation for all costs incurred by the Owners Corporation in connection with any breach by a Member or Occupier of a lot or any of the invitees of Rule 10.1 or 10.2,

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including the cost of any additional security system, device or service installed or engaged by the Owners Corporation as it may deem appropriate.

11. SECURITY KEYS

- 11.1. If the Owners Corporation restricts the access of the Members and Occupiers to any Member or Occupier of a Lot under Rule 10, the Owners Corporation may make such number of Security Keys as it deems appropriate available to Members and Occupiers of a Lot free of charge to access the area of the Common Property to which access has been restricted. The Owners Corporation may charge a reasonable fee for any additional or replacement Security Key required by a Member.
- 11.2. A Member of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Member or the Owners Corporation.
- 11.3. A Member or Occupier of a Lot in possession of a Security Key must not without the written consent of the Owners Corporation duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Member or Occupier of that Lot and is not disposed of other than by returning it to the Member or the Owners Corporation.
- 11.4. A Member or Occupier of a Lot must promptly notify the Manager if a Security Key issued to him is lost or destroyed.
- 11.5. The security of a Lot is the responsibility of the Member or occupant of that Lot and the Owners Corporation will not be liable for any breach of the security of a Lot or for any loss of property from a Lot or the Common Property.

12. GARBAGE

- 12.1. A Member or Occupier of a Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose and must ensure that disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Members or Occupiers of other Lots or interferes with the visual integrity of the Development.
- 12.2. A Member or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
 - (b) recyclable items including (without limitation) paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
 - (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the Common Property;
 - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

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13. STORAGE OF FLAMMABLE LIQUIDS

A Member or Occupier of a Lot must not:

- (a) except with the written consent of the Owners Corporation, use or store on the Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- (b) do or permit anything, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

14. PETS AND ANIMALS

- 14.1. A Member or Occupier of a Lot must not permit any animal to enter upon the Common Property unless that animal is appropriately restrained.
- 14.2. A Member or Occupier of a Lot must promptly clean up after any animal owned by or in the possession or control of that Member or occupant.
- 14.3. If a Member or Occupier of a Lot fails to comply with Rules 14.1 and 14.2, the Owners Corporation may take such steps as it deems appropriate to clean up after the animal and make good any damage to Common Property caused by the animal, and the Member or occupant of the Lot is liable to pay those costs on behalf of the Owners Corporation.
- 14.4. A Member or Occupier of a Lot must do all things reasonably necessary to ensure that any animal owned by or in the possession or control of that Member or Occupier or their invitees does not cause a nuisance to other occupants of the Building.
- 14.5. If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, it must give reasonable notice of this resolution to the Member or Occupier who is keeping the animal.
- 14.6. A Member or Occupier of a Lot who is keeping an animal that is the subject of a notice under Rule 14.5 must remove that animal from the Building.
- 14.7. Rule 14.6 does not apply to an animal that assists a person with an impairment or disability.
- 14.8. A Member or Occupier of a Lot must keep the Lot free of vermin and must immediately inform the Owners Corporation or its Building Superintendent on becoming aware of any infestation of vermin or pests in a Lot or in any part of the Common Property.

15. CONSENT OF OWNERS CORPORATION

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

16. COMPLAINTS AND APPLICATIONS

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, to the secretary of the Owners Corporation.

17. VEHICLES ON COMMON PROPERTY

- 17.1. A Member or Occupier of a Lot must not park or permit to be parked a vehicle, trailer or motorcycle on Common Property so as to obstruct any driveway entrance to a Lot or the Common Property, or in any place other than in a parking area specified for such purpose by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicle, trailer or motorcycle.

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- 17.2. A Member or Occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motorcycle onto Common Property or their Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the car park, ramps or driveway or other part of the Common Property.
- 17.3. Permanent parking is not permitted in visitor's spaces (if any).
- 17.4. A Member or Occupier must ensure that they or any of their invitees must not:
 - (a) drive or operate any vehicle on any part of the Land in excess of 10kph;
 - (b) permit rollerblading, skate boarding, roller skating, or ball games in the driveways or access pathways or any part of the Common Property;
 - (c) interfere with the operation, function or control of any electronic vehicle access gate;
 - (d) wash any vehicle in any part of the Land
- 17.5. A Member or Occupier of a Lot must not obstruct or park in a car space designated for disabled visitors' car parking except for a vehicle:
 - (a) which is prominently displaying a current parking permit for people with disabilities for the duration of the time the vehicle is parked in the disabled visitors' car space; and
 - (b) where the driver complies with the conditions of use of the permit for the duration of the time that the vehicle is parked in the disabled visitors' car space,and the Owners Corporation reserves the right to remove offending vehicles or other items parked, obstructing or left in a disabled visitors' car space in contravention of this Rule 17.4.
- 17.6. A Member or an Occupier of a Lot is liable to pay compensation to the Owners Corporation for all costs incurred by the Owners Corporation in connection with the removal of any vehicle or other item parked on any Common Property in contravention of this Rule 17 where the offending vehicle or item is owned or under the control of the Member or Occupier of a Lot or any of their tenants, licensees or invitees.
18. **STORAGE OF BICYCLES**
A Member or Occupier of a Lot must not:
 - (a) permit any bicycle to be stored other than in the areas of the Common Property designated by the Manager for such purpose and fitted with bicycle racks;
 - (b) permit any bicycle to be brought into the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Manager from time to time.
19. **FIRE CONTROL**
 - 19.1. A Member or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
 - 19.2. A Member or Occupier of a Lot must ensure compliance with all laws and regulations relating to fire safety in respect of the Lot and the Common Property and must follow the directions of the Owners Corporation and must participate in any fire drills organised by the Owners Corporation.
 - 19.3. If the Member or Occupier or any invitee of a Lot causes a false fire alarm to be set off, the costs incurred by the Owners Corporation in relation to the attendance of the metropolitan fire brigade and other related costs will be recoverable from the Member or Occupier of the Lot.

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20. SIGNS, BLINDS, AWNINGS AND APPEARANCE

- 20.1. A Member or Occupier of a Lot must not erect or fix any sign, board or notice to any part of the Common Property or Lot where it can be seen from any exterior position or the Common Property, except accordance with the specifications permitted by the Owners Corporation and the Developer.
- 20.2. A Member or Occupier of a Lot must not install or permit the installation of any awnings other than as permitted by the Owners Corporation and the Developer.
- 20.3. A Member or Occupier of a Lot must not allow the erection of any for sale or for lease boards on the Common Property or their Lot.
- 20.4. A Member or Occupier of a Lot must keep the Lot in a tidy and orderly condition having regard to the appearance of the Lot from the outside of the Building or the Common Property as the case may be. The Member or Occupier of a Lot must comply with any direction of the Manager or the Owners Corporation from time to time regarding the appearance of the Lot from the Common Property or the outside of the Building.
- 20.5. A Member must not, and must ensure that the Occupier of a Member's Lot does not:
- (a) allow any balcony or open area forming part of a Lot to become unkempt, or unsightly;
 - (b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a Member's Lot or the Common Property or on or from any balcony, entrance or landing of a Member's Lot or the Common Property except in specific areas (if any) designated for that purpose by the Owners Corporation;
 - (c) install any fly wire screen, tinting, security door or any other exterior fixture or fitting without first having obtained written permission to do so from the Owners Corporation;
 - (d) keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot. Care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another Member's Lot. Where Lots have courtyards maintain gardens and replant similar types and species of plant as originally provided when necessary;
 - (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard without having first obtained the written consent of the Owners Corporation;
 - (f) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the Building;
 - (g) install any air conditioning unit in a Lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;
 - (h) hang curtains, blinds or window coverings of any type (internal and external) visible from outside the Lot without prior written consent from the Owners Corporation; or
 - (i) obstruct the entrance to a Lot or balcony/courtyard or other area forming part of a Member's Lot to the Manager or Owners Corporation contractor for the purposes of maintenance or cleaning of the Building structure including glass on balconies, external Building signage or light structures.
- 20.6. A Member or Occupier of a Lot must ensure that any outdoor furniture or other items left on a courtyard, patio, exterior or other balcony area is of sufficient weight or otherwise of a design or is sufficiently tethered or fixed to the Land to prevent it from being lifted or moved during high wind or inclement weather conditions. The Member

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will be responsible for the cost of any damage done to Land including any Common Property and is liable to pay the cost of any increase to any insurance premium or excess payable by the Owners Corporation as a result of a breach of this Rule by the Member.

20.7. Rule 20.1 and 20.3 do not apply to the Developer.

21. WINDOW TINTING

21.1. A Member or Occupier of a Lot must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

21.2. A Member or Occupier of a Lot must repair all broken glass visible from outside or forming the boundary of their Lot with glass of the same or similar quality.

22. PAINTING, FINISHING, ETC

A Member or Occupier of a Lot must not paint, finish or otherwise alter the external façade of any building or improvement forming part of the Common Property or their Lot.

23. COMPLIANCE WITH RULES BY INVITEES

23.1. A Member or Occupier of a Lot must take all reasonable steps to ensure that their invitees comply with these Rules.

23.2. A Member of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including taking any action available under any lease, licence or agreement, to ensure that any tenant, licensee or occupant of the Lot and any invitees of that tenant, licensee or occupant comply with these Rules.

23.3. A Member or Occupier of a Lot must ensure that any contractors or tradesmen engaged by the Member or Occupier only use the basement lift lobby or other area specifically designated by the Owners Corporation for entry and exit.

24. COMPLIANCE WITH LAWS

24.1. A Member or Occupier of a Lot must at the Member's or Occupier's expense promptly comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

24.2. A Member or Occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Development, Lot, Manager or Common Property or which may cause a nuisance or hazard to any other Member or Occupier of a Lot or their tenants or invitees.

24.3. A Member or Occupier of a Lot must grant to the Owners Corporation its servants and agents upon being given twenty-four (24) hours prior written notice, the right of access to any balcony or external area forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and the external façade of the Common Property.

25. BUILDING WORKS

25.1. A Member of a Lot must not undertake or allow an Occupier to undertake any building or decoration works within or about or relating to a Lot except in accordance with the following requirements:

- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof;
- (b) the Member of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Members;

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- (c) the Member of a Lot must at all times ensure that such works are undertaken in accordance with any guidelines prescribed by the Owners Corporation or the Manager; and
 - (d) the Member of a Lot must pay to the Owners Corporation any fee or bond set from time to time by the Owners Corporation as security for the performance by the Member of a Lot of its obligations under this Rule 25.
- 25.2. The Member of a lot must not proceed with any such works until the Member:
- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Member which affect the external appearance of the Building or any of the Common Property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall appearance and services to the Building and the individual floors; and
 - (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to any conditions imposed by the Owners Corporation including the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner engaged by the Owners Corporation to consider such plans and specifications) be paid by the Member and such approval shall not be effective until such costs have been paid.
- 25.3. The Member of a Lot must ensure that the Member and the Member's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
- 25.4. Without limiting the generality of Rule 25.3 the Member of a Lot must ensure that the Member and the Member's servant's agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (a) building materials must not be stacked or stored in the front, side or rear of the Building;
 - (b) scaffolding must not be erected on the Common Property or the exterior of the Building;
 - (c) construction work must comply with all laws of the relevant government agencies;
 - (d) the exterior and the Common Property of the Building must at all times be maintained in a clean tidy and safe state; and
 - (e) construction vehicles and construction workers' vehicles must not be brought into or parked on the Common Property.

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- 25.5. Before any of the Member's works commence the Member must:
- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
 - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- 25.6. Access shall not be available to other Lots on the Plan of Subdivision or the Common Property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Member of the relevant Lot or of the Owners Corporation in the case of the Common Property.
- 25.7. The Member of a Lot must immediately rectify or clean all damage or dirtying to any part of the Building or the Common Property (including any services to or fixtures and fittings in the Common Property) which are caused by the works and if the Member fails to immediately do so the Owners Corporation may in its absolute discretion rectify or clean the damage and dirtying and the costs to the Owners Corporation in doing so must be paid by the Member or Occupier and the Owners Corporation may deduct the cost of making the damage from the amount provided to the Owners Corporation pursuant to Rule 25.1(d).
- 25.8. A Member must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of a Member or Occupier of another Lot. This Rule does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.
26. **RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES AND LEGAL COSTS**
- The Member must pay on demand by the Owners Corporation all costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporation) arising out of any default or breach of these Rules or under the Act by a Member or Occupier of a Lot, including all legal costs on a solicitor-own client basis, or relating to the recovery of arrears of any Owners Corporation contribution fees or levies.
27. **PENALTY INTEREST**
- The Owners Corporation will charge penalty interest on any outstanding amounts owing to the Owners Corporation by a Member or Occupier of a Lot of no more than 2% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983 (Vic)* (as amended).
28. **CONDUCT OF MEETINGS**
- The conduct of meetings of the Owners Corporation must otherwise be regulated in accordance with the Act and the Regulations as amended or replaced from time to time.
29. **USE OF APPURTENANCES**
- A Member or Occupier of a Lot must not use the water closets, conveniences and other water apparatus, including waste pipes and drains, for any other purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances must not be deposited therein. Any costs or expenses resulting from any damage or blockage must be borne by the Member or Occupier found to be responsible for the damage or blockage.
30. **BARBECUES**
- 30.1. Members or Occupiers of a Lot must not bring a private barbecue on to any part of the Common Property.

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- 30.2. A Member or Occupier of a Lot must not permit excessive odours to emanate from their Lot including cooking odours emanating from any barbecue on the balcony of a Lot.

31. NO TRADE OR BUSINESS

- 31.1. A Member or Occupier of a Lot, must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so.

- 31.2. The Member or Occupier of any Lot must not conduct any trade or business on a Lot other than the letting of the Lot for the purposes of residential accommodation for a period in excess of three months or the operation of a home office provided that any such home office is used only by the Members who are in occupation of a lot and Occupiers of a lot of that Lot and that the Member or Occupier of the Lot has obtained any relevant planning approvals prior to commencing operation of their home office.

32. INSURANCE PREMIUMS

A Member or Occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

33. SPECIAL RIGHTS FOR THE DEVELOPER

Nothing in these Rules will prevent or hinder the Developer from completing construction of improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may:

- (a) grant access rights to third parties;
- (b) use any Lot as a display Lot to assist in the marketing and sale of other Lots;
- (c) place anywhere on the Common Property signs and other materials relating to the sale of Lots;
- (d) conduct in a Lot or anywhere on the Common Property an auction sale of a Lot;
- (e) use in any way it considers necessary any part of the Common Property for the purposes of selling Lots (to the exclusion of other Members); or
- (f) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works.

34. LEASE OR LICENCE OF COMMON PROPERTY

Despite the preceding Rules, the Owners Corporation may grant a lease or licence in respect of the whole or any part of the Common Property for any purposes it sees fit subject to the provisions of the Act and the regulations made under it (or any Act or regulations amending or replacing the Act or Regulations) and the provisions of that lease or licence will prevail if there is any inconsistency between these Rules and that lease or licence.

35. BUILDING MANAGER

The Owners Corporation may:

- (a) employ a Manager;
- (b) establish and pay the agreed fee for the employment of the Manager; and
- (c) the Manager shall perform the tasks as listed in the Manager's agreement to be determined from time to time by the Owners Corporation.

36. CERTAIN RULES NOT TO BE AMENDED, MODIFIED OR REVOKED WITHOUT UNANIMOUS RESOLUTIONS

- (a) Rules 4.2 to 4.8 (inclusive) and this Rule 36 may only be amended, modified or revoked by a unanimous resolution of the Owners Corporation.

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(b) The Owners Corporation must if required by the Developer enter into a deed with the Developer to the effect that this Rule 36 may only be varied, amended or revoked with the consent of the Developer.

I, [insert name] , of [insert] , Owners Corporation 1 – PS727379S, pursuant to section 99(3)(b) of the Owners Corporations Act 2006, certify that this document, consisting of [insert] pages is a true and complete copy of the original of this document.

Date: 201

Owners Corporation Notification of Making Rules

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

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Lodged by

Name:

Phone:

Address:

Reference:

Customer Code:

Applicant: (full name and address including postcode)

Landis Property (Aust) Pty Ltd of Suite 6A, 299 Toorak Road, South Yarra VIC 3141

Plan No.: PS7273795

Owners Corporation No.: 2

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 4/4/17

Signature of applicant:

Executed by Luisa Pappasian Pty Ltd, Being the
Person Who Is Authorised To Sign For The Company.
Sue Lazarus - Terry Lazarus
64, W.I.I., Como (State).
299 Toorak Road South Yarra. 3141 Vic.

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Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

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RULES OF OWNERS CORPORATION 2 – Plan No. PS 727379S



Preface

This document comprises the Rules of Owners Corporation No. 2 on the Plan of Subdivision as approved by a special resolution of the Owners Corporation pursuant to section 138 of the Act.

These Rules may not provide for a matter which is provided for in the Model Rules, prescribed from time to time pursuant to section 139 of the Act. If this is the case, then these Rules will be deemed to include the provisions of the Model Rules relating to that matter.

These Rules have been tailored to address the particular requirements of the Owners Corporation and the Development and may be varied by a special resolution of the Owners Corporation.

Under the Act, these Rules are binding on:

- The Owners Corporation;
- An owner of a Lot within the Development;
- A tenant or sub-tenant of a Lot within the Development; and
- Any other Occupier of a Lot within the Development.

At all and any places in this Rules where it refers to the Owners Corporation it may also mean the committee of management or the manager of the Owners Corporation which has been duly appointed and delegated powers and duties of the Owners Corporation under the Act.

1. DEFINITIONS & INTERPRETATION

1.1 In these Rules:

Act means the *Subdivision Act 1988 (Vic)* and the *Owners Corporations Act 2006 (Vic)*, as amended from time to time.

Building means the building constructed on the Land as part of the Development.

Common Property means all Common Property 2 in the Plan.

Common Facilities means the facilities located upon the Common Property for the use and enjoyment of the Occupiers and Members, subject to any restrictions.

Developer means Landis Property (Aust) Pty Ltd ACN 094 486 674.

Development means the Building and associated work which has been or will be carried out by the Developer on the Land comprising the Plan.

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

Lot or Lots means a lot in the Plan.

Manager means the person or the company for the time being appointed by the Owners Corporation as its Manager and a reference in these Rules to the Owners Corporation shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires.

Member means an owner of a Lot on the Plan.

Model Rules means the model rules prescribed by the *Owners Corporations Act 2006 (Vic)* from time to time.

Occupier means any person occupying or in possession of a Lot on the Plan and can include a Member.

Owners Corporation means Owners Corporation 2 created by the Plan.

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Plan means Plan of subdivision No. 727379S being the Plan of subdivision to which the Owners Corporation relates.

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

Rules means these Owners Corporation 1 rules, as amended from time to time.

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property.

1.2 Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) words imparting the singular include the plural and vice versa;
- (c) an expression imparting a natural person includes any company, partnership, joint venture, association or other body corporate and any governmental authority; and
- (d) a reference to a thing includes part of that thing.

1.3 To the extent that these Rules are inconsistent with the Model Rules, these Rules shall prevail.

1.4 Subject always to the provisions of the Act and Regulations, the obligations and restrictions in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these Rules in respect of the person or persons to whom they are given.

2. SUPPORT AND PROVISION OF SERVICES

2.1. Unless the Owners Corporation has first provided its written consent, a Member or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired; or
- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

2.2. A Member or Occupier of a Lot must not install a safe in a Lot without the written consent of the Owners Corporation and before submitting to the Owners Corporation a structural engineering report in respect of the proposed installation.

2.3. The Owners Corporation may share amongst members the costs of supply to and maintenance of any gas facility or power facility required for heating or air-conditioning the whole of the Common Property. Where any Lot is not separately metered in relation to any service, including gas, electricity, telephone and/or water, then the Member or Occupier of the Lot shall pay a proportion of such service and supply charges relating to same calculated by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference. The Owners Corporation will not seek payment or reimbursement for a cost or charge from the Member greater than the amount that would have been charged directly to the Member.

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3. CLEANING OF A LOT

3.1. A Member or Occupier or any invitee must:

- (a) keep that Lot clean and in good repair;
- (b) must keep all internal areas and balconies clean, tidy and well maintained, and must ensure that all areas visible from outside the Lot are clean, tidy and well maintained;
- (c) ensure their car parking space(s) are free of oil etc. The Owners Corporation may in its sole discretion enter into and clean any Lot which is a car parking space and charge the owner for the cost incurred.

4. USE AND BEHAVIOUR BY MEMBERS, OCCUPIERS AND INVITEES

4.1. A Member, must not, and must ensure that the Occupier of a Member's Lot and any invitee does not:

- (a) use the Common Property or the Common Facilities or permit the Common Property or Common Facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or Occupiers of Lots or their families or invitees;
- (b) use or permit the Common Property or the Common Facilities to be used for any purpose other than that which they were designed;
- (c) do or suffer to be done in or upon the Common Property or the Common Facilities any act, matter or thing that may render any insurance in respect of the Building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
- (d) use or permit any Lot, the Common Property or Common Facilities to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause nuisance or hazard to any other Member or Occupier of any Lot or the families or invitees of any such Member or Occupier;
- (e) cause or permit their licensee, family or invitee to cause any damage to the Common Property;
- (f) fail to clear, at regular intervals, the contents of the Member's mail receiving box;
- (g) fail to inform and require compliance of all Owners Corporation rules and regulations on any Occupier, guest, visitor or invitee of any kind;
- (h) use or permit to be used any part of the Member's Lot for the purposes of storage unless it is a designated storage Lot;
- (i) obstruct the lawful use of Common Property by any person;
- (j) use a Lot or permit it to be used, so as to cause a hazard to the health, safety and security of a Member, Occupier or user of another Lot;
- (k) prohibit, prevent, obstruct, object to or hinder access through or over the Common Property, including (but not limited to):
 - (i) ingress or egress from the Development; and
 - (ii) access for the servants, agents and invitees of any other Member or Occupier;
- (l) fail to provide a copy of the rules of the Owners Corporation to any lawful Occupier of the Lot at the commencement of the occupation and fail to inform and require compliance of all Owners Corporation rules and legislation on any Occupier, guest, visitor or invitee or any kind;

4.2. A Member who sells a Lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract;

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- 4.3. A person who acquires a Lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract;
- 4.4. A Member who does not occupy the lot or who will be absent from the lot for more than three months must advise the Owners Corporation of the Member's mailing address for service of notices and any changes to it as soon as possible;
- 4.5. A lot owner must provide a street address in Australia for correspondence purposes to the Owners Corporation. PO Box address and overseas addresses will not be accepted;
- 4.6. A Member or Occupier of a Lot when on Common Property or on any part of a Lot so as to be 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 a Member or Occupier of another Lot or to any person lawfully on the Common Property;
- 4.7. A Member or Occupier of a Lot must not smoke or eat or drink alcohol in the stairwells, lifts, foyers, car parks, hallways and lobbies or any area forming part of the Common Property; and
- 4.8. A Member or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over any balcony or on Common Property except in those areas designated in writing from time to time by the Owners Corporation.
- 4.9. A Member or Occupier of a Lot must not:
 - (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or Occupier of another Lot or of any person lawfully using Common Property; or
 - (b) obstruct the lawful use of Common Property by any person; or
 - (c) without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot except between the hours of 9am and 5pm on weekdays; or
 - (d) use the Lot or the Common Property so as to cause a threat to the health, safety and security of a Member or Occupier of a Lot or their invitees.
- 4.10. A Member or Occupier of a Lot must not use or permit to be used skateboards, scooters, roller skates, roller blades or any like items in or on the Common Property, or use any part of the Common Property as a garden for his own purposes, without the consent of the Owner Corporation.
- 4.11. A Member or Occupier of a Lot must not consume nor permit the consumption of alcohol or the taking of glassware onto the Common Property without the prior written consent of the Owners Corporation, which may be given or withheld in its absolute discretion or subject to such conditions as the Owners Corporation deems appropriate.
- 4.12. A Member or Occupier of a Lot must not permit the hanging of any article of clothing, towels or similar items outside of a Lot.
- 4.13. A Member or Occupier of a Lot must not make excessive noise when using their balcony. Should additional security be required due to excessive noise emanating from a Lot or offensive behaviour of a Member or Occupier, that Member or Occupier will be responsible for any associated fees.
- 4.14. A Member or Occupier of a Lot must not use any part of the Common Property for a meeting, function, and gathering or like purpose without first having obtained the express written consent of the Manager, which may be provided subject to any conditions the manager or Owners Corporation deems appropriate.

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5. DAMAGE TO COMMON PROPERTY

- 5.1. A Member or Occupier of a Lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the Common Property without the prior approval in writing from the Owners Corporation, but this Rule does not prevent a Member or person authorised by him or her from installing any locking device for protection of the Lot against intruders which complies with any stipulations of the Manager from time to time.
- 5.2. A Member or Occupier of a Lot must not breach any fire regulations or install unapproved dead locks or peep holes that would void the insurance policy or increase the insurance premiums of the Owners Corporation.

6. MOVING OF CERTAIN ARTICLES

- 6.1. A Member or Occupier of a Lot must not move any article which may cause damage or obstruction through Common Property without first obtaining the consent of the Manager.
- 6.2. A Member or Occupier of a Lot may only move an article likely to cause damage or obstruction through Common Property in accordance with directions of the Manager.
- 6.3. Without limiting the generality of the foregoing Rules, a Member or Occupier of the Lot may only move items through the areas specifically designated by the Manager.
- 6.4. Subject to compliance with Rules 6.1 to 6.3 inclusive, a Member or occupant of a Lot may move furniture in or out of a Lot:
 - (a) on any day between the hours of 9.00 am and 5.00 pm;
 - (b) provided that before commencing to move any furniture in or out of a Lot they have first:
 - (i) ensured that the lift covers have been installed in the lift designated for moving furniture in and out of, or within the Building or a Lot;
 - (ii) paid to the Owners Corporation such amount as is set by the Owners Corporation as security for the cost of rectifying any damage which may occur to the Common Property as a result of the moving of furniture by the Member or the occupant of a Lot.
 - (c) provided that they do not at any time whilst moving the furniture:
 - (i) permit any furniture to enter or exit the Building other than via the car park or other entry point as may be advised by the Manager;
 - (ii) permit any vehicles to restrict access to the car park or any part of it;
 - (iii) conduct operations so as to unduly restrict access of other occupants or their invitees to the lifts, lobbies, fire escapes, any Lot or any other part of the Building which they are lawfully entitled to access;
 - (iv) place any furniture or other items in a lift except that specified by the Owners Corporation;
 - (v) place any furniture in a lift that does not have lift covers installed in it;
 - (vi) permit furniture or any other item to come into contact with any part of the Common Property; or
 - (vii) cause damage to the Common Property.
 - (d) provided that they:
 - (i) take immediate steps to make good any damage caused to the Common Property as a result of the moving of such furniture as directed by the Manager; and
 - (ii) pay compensation to the Owners Corporation in respect of such damage to the extent that the damage has not or cannot be made

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good pursuant to Rule 6.4(d)(i) within 7 days of demand by the Owners Corporation;

- (iii) comply at all times with any directions of the Manager in relation to the moving of the furniture; and
- (iv) pay any reasonable cleaning fee charged by the Owners Corporation for the cost of cleaning any part of the Common Property which may be necessary (as determined by the Manager in its sole discretion) as a result of the movement of furniture through the Common Property.

7. SECURITY OF COMMON PROPERTY

- 7.1. A Member or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.
- 7.2. A Member or Occupier of a Lot must not allow uninvited persons to follow them through the security doors to the Property.

8. NOTIFICATION OF DEFECTS

A Member or Occupier of a Lot must promptly notify the Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

9. COMPENSATION TO OWNERS CORPORATION

The Member or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or Occupier or their respective tenants, licensees or invitees.

10. RESTRICTED USE OF COMMON PROPERTY

- 10.1. The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may:
 - (a) close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Members or Occupiers of any part of the Common Property;
 - (b) permit, to the exclusion of Members and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
 - (c) restrict by means of Security Key the access of Members or Occupiers to any part of the Common Property;
 - (d) restrict by means of Security Key the access of the Members or Occupiers of one level of the Lots to any other level of the Lots, and
 - (e) cancel any security card issued where a Member is in arrears in payment of Owners Corporation levies in excess of 2 quarters or breaches these Rules on 3 occasions in any 12 month period.
- 10.2. A Member or Occupier of a lot must not enter onto any Common Property:
 - (a) access to which has been restricted by the Owners Corporation by the erection of fences, gates or other security devices; or
 - (b) upon which the Owners Corporation has erected signage to the effect that access to that part of the Common Property is restricted to authorised personnel only.
- 10.3. A Member or Occupier of a lot is liable to pay compensation to the Owners Corporation for all costs incurred by the Owners Corporation in connection with any breach by a Member or Occupier of a lot or any of the invitees of Rule 10.1 or 10.2,

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including the cost of any additional security system, device or service installed or engaged by the Owners Corporation as it may deem appropriate.

11. SECURITY KEYS

- 11.1. If the Owners Corporation restricts the access of the Members and Occupiers to any Member or Occupier of a Lot under Rule 10, the Owners Corporation may make such number of Security Keys as it deems appropriate available to Members and Occupiers of a Lot free of charge to access the area of the Common Property to which access has been restricted. The Owners Corporation may charge a reasonable fee for any additional or replacement Security Key required by a Member.
- 11.2. A Member of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Member or the Owners Corporation.
- 11.3. A Member or Occupier of a Lot in possession of a Security Key must not without the written consent of the Owners Corporation duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Member or Occupier of that Lot and is not disposed of other than by returning it to the Member or the Owners Corporation.
- 11.4. A Member or Occupier of a Lot must promptly notify the Manager if a Security Key issued to him is lost or destroyed.
- 11.5. The security of a Lot is the responsibility of the Member or occupant of that Lot and the Owners Corporation will not be liable for any breach of the security of a Lot or for any loss of property from a Lot or the Common Property.

12. GARBAGE

- 12.1. A Member or Occupier of a Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose and must ensure that disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Members or Occupiers of other Lots or interfere with the visual integrity of the Development.
- 12.2. A Member or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
 - (b) recyclable items including (without limitation) paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
 - (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the Common Property;
 - (d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

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13. STORAGE OF FLAMMABLE LIQUIDS

A Member or Occupier of a Lot must not:

- (a) except with the written consent of the Owners Corporation, use or store on the Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- (b) do or permit anything, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

14. PETS AND ANIMALS

- 14.1. A Member or Occupier of a Lot must not permit any animal to enter upon the Common Property unless that animal is appropriately restrained.
- 14.2. A Member or Occupier of a Lot must promptly clean up after any animal owned by or in the possession or control of that Member or occupant.
- 14.3. If a Member or Occupier of a Lot fails to comply with Rules 14.1 and 14.2, the Owners Corporation may take such steps as it deems appropriate to clean up after the animal and make good any damage to Common Property caused by the animal, and the Member or occupant of the Lot is liable to pay those costs on behalf of the Owners Corporation.
- 14.4. A Member or Occupier of a Lot must do all things reasonably necessary to ensure that any animal owned by or in the possession or control of that Member or Occupier or their invitees does not cause a nuisance to other occupants of the Building.
- 14.5. If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, it must give reasonable notice of this resolution to the Member or Occupier who is keeping the animal.
- 14.6. A Member or Occupier of a Lot who is keeping an animal that is the subject of a notice under Rule 14.5 must remove that animal from the Building.
- 14.7. Rule 14.6 does not apply to an animal that assists a person with an impairment or disability.
- 14.8. A Member or Occupier of a Lot must keep the Lot free of vermin and must immediately inform the Owners Corporation or its Building Superintendent on becoming aware of any infestation of vermin or pests in a Lot or in any part of the Common Property.

15. CONSENT OF OWNERS CORPORATION

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

16. COMPLAINTS AND APPLICATIONS

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, to the secretary of the Owners Corporation.

17. VEHICLES ON COMMON PROPERTY

- 17.1. A Member or Occupier of a Lot must not park or permit to be parked a vehicle, trailer or motorcycle on Common Property so as to obstruct any driveway entrance to a Lot or the Common Property, or in any place other than in a parking area specified for such purpose by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicle, trailer or motorcycle.

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- 17.2. A Member or Occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motorcycle onto Common Property or their Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the car park, ramps or driveway or other part of the Common Property.
 - 17.3. Permanent parking is not permitted in visitor's spaces (if any).
 - 17.4. A Member or Occupier must ensure that they or any of their invitees must not:
 - (a) drive or operate any vehicle on any part of the Land in excess of 10kph;
 - (b) permit rollerblading, skate boarding, roller skating, or ball games in the driveways or access pathways or any part of the Common Property;
 - (c) interfere with the operation, function or control of any electronic vehicle access gate;
 - (d) wash any vehicle in any part of the Land
 - 17.5. A Member or Occupier of a Lot must not obstruct or park in a car space designated for disabled visitors' car parking except for a vehicle:
 - (a) which is prominently displaying a current parking permit for people with disabilities for the duration of the time the vehicle is parked in the disabled visitors' car space; and
 - (b) where the driver complies with the conditions of use of the permit for the duration of the time that the vehicle is parked in the disabled visitors' car space,and the Owners Corporation reserves the right to remove offending vehicles or other items parked, obstructing or left in a disabled visitors' car space in contravention of this Rule 17.4.
 - 17.6. A Member or an Occupier of a Lot is liable to pay compensation to the Owners Corporation for all costs incurred by the Owners Corporation in connection with the removal of any vehicle or other item parked on any Common Property in contravention of this Rule 17 where the offending vehicle or item is owned or under the control of the Member or Occupier of a Lot or any of their tenants, licensees or invitees.
- 18. STORAGE OF BICYCLES**
- A Member or Occupier of a Lot must not:
- (a) permit any bicycle to be stored other than in the areas of the Common Property designated by the Manager for such purpose and fitted with bicycle racks;
 - (b) permit any bicycle to be brought into the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Manager from time to time.
- 19. FIRE CONTROL**
- 19.1. A Member or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
 - 19.2. A Member or Occupier of a Lot must ensure compliance with all laws and regulations relating to fire safety in respect of the Lot and the Common Property and must follow the directions of the Owners Corporation and must participate in any fire drills organised by the Owners Corporation.
 - 19.3. If the Member or Occupier or any invitee of a Lot causes a false fire alarm to be set off, the costs incurred by the Owners Corporation in relation to the attendance of the metropolitan fire brigade and other related costs will be recoverable from the Member or Occupier of the Lot.

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20. SIGNS, BLINDS, AWNINGS AND APPEARANCE

- 20.1. A Member or Occupier of a Lot must not erect or fix any sign, board or notice to any part of the Common Property or Lot where it can be seen from any exterior position or the Common Property, except accordance with the specifications permitted by the Owners Corporation and the Developer.
- 20.2. A Member or Occupier of a Lot must not install or permit the installation of any awnings other than as permitted by the Owners Corporation and the Developer.
- 20.3. A Member or Occupier of a Lot must not allow the erection of any for sale or for lease boards on the Common Property or their Lot.
- 20.4. A Member or Occupier of a Lot must keep the Lot in a tidy and orderly condition having regard to the appearance of the Lot from the outside of the Building or the Common Property as the case may be. The Member or Occupier of a Lot must comply with any direction of the Manager or the Owners Corporation from time to time regarding the appearance of the Lot from the Common Property or the outside of the Building.
- 20.5. A Member must not, and must ensure that the Occupier of a Member's Lot does not:
- (a) allow any balcony or open area forming part of a Lot to become unkempt, or unsightly;
 - (b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a Member's Lot or the Common Property or on or from any balcony, entrance or landing of a Member's Lot or the Common Property except in specific areas (if any) designated for that purpose by the Owners Corporation;
 - (c) install any fly wire screen, tinting, security door or any other exterior fixture or fitting without first having obtained written permission to do so from the Owners Corporation;
 - (d) keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot. Care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another Member's Lot. Where Lots have courtyards maintain gardens and replant similar types and species of plant as originally provided when necessary;
 - (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard without having first obtained the written consent of the Owners Corporation;
 - (f) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the Building;
 - (g) install any air conditioning unit in a Lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;
 - (h) hang curtains, blinds or window coverings of any type (internal and external) visible from outside the Lot without prior written consent from the Owners Corporation; or
 - (i) obstruct the entrance to a Lot or balcony/courtyard or other area forming part of a Member's Lot to the Manager or Owners Corporation contractor for the purposes of maintenance or cleaning of the Building structure including glass on balconies, external Building signage or light structures; or
- 20.6. A Member or Occupier of a Lot must ensure that any outdoor furniture or other items left on a courtyard, patio, exterior or other balcony area is of sufficient weight or otherwise of a design or is sufficiently tethered or fixed to the Land to prevent it from being lifted or moved during high wind or inclement weather conditions. The Member

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will be responsible for the cost of any damage done to Land including any Common Property and is liable to pay the cost of any increase to any insurance premium or excess payable by the Owners Corporation as a result of a breach of this Rule by the Member.

20.7. Rule 20.1 and 20.3 do not apply to the Developer.

21. WINDOW TINTING

21.1. A Member or Occupier of a Lot must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

21.2. A Member or Occupier of a Lot must repair all broken glass visible from outside or forming the boundary of their Lot with glass of the same or similar quality.

22. PAINTING, FINISHING, ETC

A Member or Occupier of a Lot must not paint, finish or otherwise alter the external façade of any building or improvement forming part of the Common Property or their Lot.

23. COMPLIANCE WITH RULES BY INVITEES

23.1. A Member or Occupier of a Lot must take all reasonable steps to ensure that their invitees comply with these Rules.

23.2. A Member of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including taking any action available under any lease, licence or agreement, to ensure that any tenant, licensee or occupant of the Lot and any invitees of that tenant, licensee or occupant comply with these Rules.

23.3. A Member or Occupier of a Lot must ensure that any contractors or tradesmen engaged by the Member or Occupier only use the basement lift lobby or other area specifically designated by the Owners Corporation for entry and exit.

24. COMPLIANCE WITH LAWS

24.1. A Member or Occupier of a Lot must at the Member's or Occupier's expense promptly comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

24.2. A Member or Occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Development, Lot, Manager or Common Property or which may cause a nuisance or hazard to any other Member or Occupier of a Lot or their tenants or invitees.

24.3. A Member or Occupier of a Lot must grant to the Owners Corporation its servants and agents upon being given twenty-four (24) hours prior written notice, the right of access to any balcony or external area forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and the external façade of the Common Property.

25. BUILDING WORKS

25.1. A Member of a Lot must not undertake or allow an Occupier to undertake any building or decoration works within or about or relating to a Lot except in accordance with the following requirements:

- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof;
- (b) the Member of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Members;

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- (c) the Member of a Lot must at all times ensure that such works are undertaken in accordance with any guidelines prescribed by the Owners Corporation or the Manager; and
- (d) the Member of a Lot must pay to the Owners Corporation any fee or bond set from time to time by the Owners Corporation as security for the performance by the Member of a Lot of its obligations under this Rule 25.

25.2. The Member of a lot must not proceed with any such works until the Member:

- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Member which affect the external appearance of the Building or any of the Common Property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall appearance and services to the Building and the individual floors; and
- (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to any conditions imposed by the Owners Corporation including the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner engaged by the Owners Corporation to consider such plans and specifications) be paid by the Member and such approval shall not be effective until such costs have been paid.

25.3. The Member of a Lot must ensure that the Member and the Member's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

25.4. Without limiting the generality of Rule 25.3 the Member of a Lot must ensure that the Member and the Member's servant's agents and contractors undertaking such works observe the following restrictions in respect of the works:

- (a) building materials must not be stacked or stored in the front, side or rear of the Building;
- (b) scaffolding must not be erected on the Common Property or the exterior of the Building;
- (c) construction work must comply with all laws of the relevant government agencies;
- (d) the exterior and the Common Property of the Building must at all times be maintained in a clean tidy and safe state; and
- (e) construction vehicles and construction workers' vehicles must not be brought into or parked on the Common Property.

- 25.5. Before any of the Member's works commence the Member must:
 - (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
 - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- 25.6. Access shall not be available to other Lots on the Plan of Subdivision or the Common Property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Member of the relevant Lot or of the Owners Corporation in the case of the Common Property.
- 25.7. The Member of a Lot must immediately rectify or clean all damage or dirtying to any part of the Building or the Common Property (including any services to or fixtures and fittings in the Common Property) which are caused by the works and if the Member fails to immediately do so the Owners Corporation may in its absolute discretion rectify or clean the damage and dirtying and the costs to the Owners Corporation in doing so must be paid by the Member or Occupier and the Owners Corporation may deduct the cost of making the damage from the amount provided to the Owners Corporation pursuant to Rule 25.1(d).
- 25.8. A Member must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of a Member or Occupier of another Lot. This Rule does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.
26. **RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES AND LEGAL COSTS**

The Member must pay on demand by the Owners Corporation all costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporation) arising out of any default or breach of these Rules or under the Act by a Member or Occupier of a Lot, including all legal costs on a solicitor-own client basis, or relating to the recovery of arrears of any Owners Corporation contribution fees or levies.
27. **PENALTY INTEREST**

The Owners Corporation will charge penalty interest on any outstanding amounts owing to the Owners Corporation by a Member or Occupier of a Lot of no more than 2% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983 (Vic)* (as amended).
28. **CONDUCT OF MEETINGS**

The conduct of meetings of the Owners Corporation must otherwise be regulated in accordance with the Act and the Regulations as amended or replaced from time to time.
29. **USE OF APPURTENANCES**

A Member or Occupier of a Lot must not use the water closets, conveniences and other water apparatus, including waste pipes and drains, for any other purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances must not be deposited therein. Any costs or expenses resulting from any damage or blockage must be borne by the Member or Occupier found to be responsible for the damage or blockage.
30. **BARBECUES**
 - 30.1. Members or Occupiers of a Lot must not bring a private barbecue on to any part of the Common Property.

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30.2. A Member or Occupier of a Lot must not permit excessive odours to emanate from their Lot Including cooking odours emanating from any barbecue on the balcony of a Lot.

31. NO TRADE OR BUSINESS

31.1. A Member or Occupier of a Lot, must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so.

31.2. The Member or Occupier of any Lot must not conduct any trade or business on a Lot other than the letting of the Lot for the purposes of residential accommodation for a period in excess of three months or the operation of a home office provided that any such home office is used only by the Members who are in occupation of a lot and Occupiers of a lot of that Lot and that the Member or Occupier of the Lot has obtained any relevant planning approvals prior to commencing operation of their home office.

32. INSURANCE PREMIUMS

A Member or Occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

33. SPECIAL RIGHTS FOR THE DEVELOPER

Nothing in these Rules will prevent or hinder the Developer from completing construction of improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling any Lot and without limitation the Developer may:

- (a) grant access rights to third parties;
- (b) use any Lot as a display Lot to assist in the marketing and sale of other Lots;
- (c) place anywhere on the Common Property signs and other materials relating to the sale of Lots;
- (d) conduct in a Lot or anywhere on the Common Property an auction sale of a Lot;
- (e) use in any way it considers necessary any part of the Common Property for the purposes of selling Lots (to the exclusion of other Members); or
- (f) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works.

34. LEASE OR LICENCE OF COMMON PROPERTY

Despite the preceding Rules, the Owners Corporation may grant a lease or licence in respect of the whole or any part of the Common Property for any purposes it sees fit subject to the provisions of the Act and the regulations made under it (or any Act or regulations amending or replacing the Act or Regulations) and the provisions of that lease or licence will prevail if there is any inconsistency between these Rules and that lease or licence.

35. BUILDING MANAGER

The Owners Corporation may:

- (a) employ a Manager;
- (b) establish and pay the agreed fee for the employment of the Manager; and
- (c) the Manager shall perform the tasks as listed in the Manager's agreement to be determined from time to time by the Owners Corporation.

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36. CAR STACKERS

- 36.1. The Owners Corporation manager is delegated the power to:
- (a) Enter into maintenance contracts for the regular servicing and maintenance of the car stackers on behalf of the Owners Corporation and/or those Members of Lots who have access to the car stackers;
 - (b) Charge Members a special levy per annum to cover the cost of regular maintenance and services. All costs of the regular maintenance and services are to be divided amongst the Members of Lots with access to the car stackers in accordance with their Lot liability adjusted to exclude any Lot from liability that does not have access to the car stackers; and
 - (c) Regulate the use of the car stackers and set usage rules from time to time in the best interests of the Owners Corporation.
- 36.2. A Member of a Lot must ensure that the Occupiers of their Lots observe the rules of the Owners Corporation and the operational rules (if any) for the car stackers.
- 36.3. All Members or Occupiers of Lots with access to the car stackers must allow access to all contractors as appointed by the Owners Corporation manager for the servicing and maintenance of the car stackers.
- 36.4. A Member or Occupier of a Lot must ensure the car stackers are only used by persons who have successfully completed an induction course in the use of the car stackers. Such courses must be undertaken only with companies approved by the Owners Corporation.
- 36.5. All Members or Occupiers of Lots with access to the car stackers indemnify the Owners Corporation from any loss or damage as a result of the use of the car stackers by that Member or any Occupier or invitee of that Member.

37. CERTAIN RULES NOT TO BE AMENDED, MODIFIED OR REVOKED WITHOUT UNANIMOUS RESOLUTIONS

- (a) Rules 4.2 to 4.8 (inclusive), Rule 36 and this Rule 37 may only be amended, modified or revoked by a unanimous resolution of the Owners Corporation.
- (b) The Owners Corporation must if required by the Developer enter into a deed with the Developer to the effect that this Rule 37 may only be varied, amended or revoked with the consent of the Developer.

I, [insert name], of [insert], Owners Corporation 2 – PS727379S, pursuant to section 99(3)(b) of the Owners Corporations Act 2008, certify that this document, consisting of [insert] pages is a true and complete copy of the original of this document.

Date: 201

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 19 June 2017 05:21 PM

Address: UNIT 403/108 QUEENSBERRY STREET CARLTON 3053 (LEVEL 4)

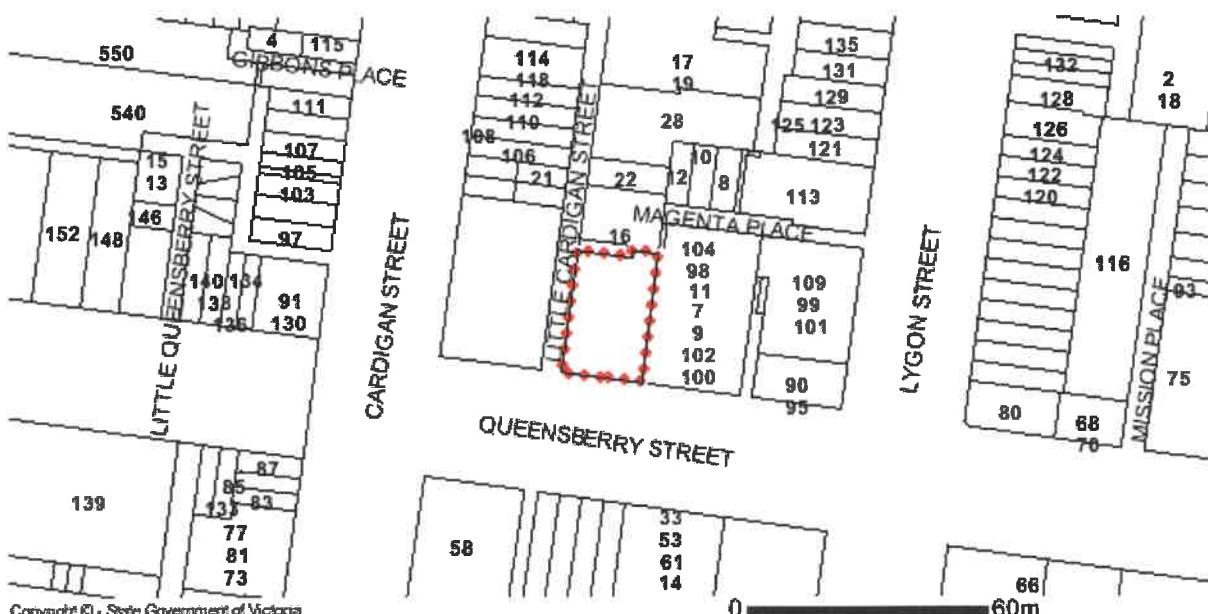
Lot and Plan Number: Lot 502 PS727379

Local Government (Council): MELBOURNE Council Property Number: 684258

Directory Reference: Melway 2B F10

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

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend



Railway



Tram



Bushfire Prone Area



Selected Land



Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016 and 2 June 2017.

The Building Interim Regulations 2017 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> or at the relevant local council.

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit [Planning Schemes Online](#)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

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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 32(2)(dc) of the Sale of Land 1962 (Vic).



Environment,
Land, Water
and Planning