



DAVID ENSIKAT & KAMINI MANICKAM

CONTRACT OF SALE OF REAL ESTATE

Property: 68 Little Lothian Street, North Melbourne 3051 & Accessory Carpark

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WARNING TO ESTATE AGENTS

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

Contract of Sale of Land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

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

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

.....

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR:

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

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

DAVID ENSIKAT AND KAMINI MANICKAM

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Langwell Harper
416 High Street, Kew, VIC 3101

Email: peterd@langwellharper.com.au

Tel: (03) 9276 5900 Mob: 0412319453 Fax: Ref: Mr Peter Daicos

Vendor

DAVID ENSIKAT AND KAMINI MANICKAM
68 Little Lothian Street, North Melbourne, VIC 3051

Vendor's legal practitioner or conveyancer

Nicholas James Lawyers
Suite 1, Level 2, 902 Mt Alexander Road, Essendon VIC 3040
PO Box 200, Essendon VIC 3040

Email: matt@njlawyers.com.au
Tel: 90217400 Mob: Fax: 90217401 Ref: MJ:2514619

Purchaser

Name:
.....
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)
The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11895	Folio	700	G08	PS739456J
Volume	11895	Folio	793	B121C	PS739456J (CARSPACE)

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: **68 Little Lothian Street, North Melbourne 3051 & Accessory Carspace B121C, 275 Abbotsford Street, North Melbourne 3051**

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

All fittings and fixtures of a permanent nature.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on **day of** **20**

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

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

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

1 Interpretation and Definitions

- 1.1 The following words have these meanings in this Contract unless the contrary intention appears:
- Guarantee** means the guarantee and indemnity annexed to this Contract.
- Vendor's Statement** means the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached to this Contract.
- 1.2 In this Contract, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa and the use of a gender includes other genders as the case requires;
 - (b) an obligation of two or more parties shall bind them jointly and severally;
 - (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
 - (d) a reference to:
 - (i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;
 - (ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns;
 - (iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations amendments, re-enactments or replacements of any of them.

2 Auction Rules

- 2.1 The property is offered for sale by public auction. Subject to the Vendor's reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser.
- 2.2 The Rules for the conduct of the public auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any Rules prescribed by regulation which modify or replace those Rules together with the additional requirements as set out in this special condition. A copy of the Schedule 1 Rules are annexed to this Contract and marked "Annexure A".
- 2.3 Within 15 minutes after the fall of the hammer the successful bidder must:
- (a) sign this Contract;
 - (b) pay the deposit set out in this Contract; and
 - (c) arrange for all persons to sign the Guarantee as required under this Contract.
- 2.4 If the successful bidder fails to comply with special condition 2.3, the Vendor may sell the property, either by auction or private treaty, to any other person. In that event the successful bidder will not have:
- (a) any right of action against the Vendor or the Vendor's agent; or
 - (b) any interest in the property, whether legal or equitable.

3 Acknowledgment

- 3.1 The Purchaser acknowledges receiving, before paying any money or signing any document relating to this sale:
- (a) a copy of this Contract;
 - (b) a Vendor's Statement (signed by the Vendor); and
 - (c) if a promise has been made with respect to obtaining a loan of money for defraying some or all of the price, a statement in writing containing the particulars required by section 51 of the *Estate Agent's Act 1980*.

4 Whole Contract

- 4.1 The Purchaser acknowledges that this Contract and the Vendor's Statement contains the entire understanding and the whole agreement between the parties relating to the sale of the property and the parties expressly agree and declare that:
- (a) no other conditions, obligations, stipulations, terms, agreements or provisions whether in respect of the property or otherwise shall be implied or be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement and all previous negotiations, information, representations, warranties, arrangements and statements (if any) express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either party are merged in this Contract and they are hereby expressly excluded and cancelled;
 - (b) the Vendor's agents, solicitors, servants and employees have no authority to make or communicate any representation, forecast, prediction, warranty, arrangement, indication, condition or statement binding on the Vendor which is not embodied in this Contract;

- (c) notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty as to the condition of any improvements, fixtures, fittings or the chattels (if any) hereby sold or any depreciation or building investment allowances that the Purchaser may have the benefit of following settlement; and
- (d) in entering into this Contract, the Purchaser has made its own inquiries and investigations and relies entirely upon its own judgment.

5 Measurements

- 5.1 The Purchaser acknowledges that the land as offered for sale and inspected by the Purchaser is identical with that described in the particulars of sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing.

6 Planning Restrictions

- 6.1 The Purchaser buys subject to any restriction on the use of the property imposed by the relevant planning scheme, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the property.

7 Condition of Property

- 7.1 The Purchaser warrants to the Vendor that, as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 7.2 The Purchaser will not make a claim or requisition or delay completion of this transaction or rescind or terminate this Contract because of anything concerning the matters referred to in special condition 7.1 or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 7.3 The Purchaser acknowledges that the improvements on the property may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser may not avoid this Contract or make any requisition or claim any compensation from the Vendor on that ground.
- 7.4 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.
- 7.5 The Purchaser acknowledges that if there is a swimming pool, spa or body of water on the Property which is or may be required to be fenced or otherwise protected, the Purchaser must at its own cost and expense comply by the Building Act 1993, the Building Regulations 2018 and any other laws or regulations and the Purchaser cannot rescind the contract, make a claim, seek any compensation or delay settlement for non-compliance. The Purchaser indemnifies and keeps indemnified the Vendor in respect of all orders or requirements under the building regulations.
- 7.6 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self contained smoke alarms, the Purchaser must do so at the Purchaser's cost and expense.

8 Deposit Held Under Sale of Land Act

- 8.1 The deposit must be paid to the Vendor's solicitors or the Vendor's estate agent and will be held by either of them as stakeholder under section 24 of the *Sale of Land Act* 1962.
- 8.2 All other moneys must be paid by bank cheques drawn in favour of the payees as directed by the Vendor's solicitors.
- 8.3 The parties authorise the transfer of the deposit less any commission and expenses to the Vendor's solicitors as stakeholders to be held in an interest bearing account with a bank as defined by section 5(1) of the *Banking Act* 1959 until it is released pursuant to section 27 of the *Sale of Land Act*. If this Contract is avoided through no fault of the Purchaser interest on the account will accrue for the benefit of and be paid to the Purchaser, but otherwise will accrue for the benefit of and be paid to the Vendor. In either case, bank accounts debits tax may be deducted from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the *Income Tax Assessment Act* may be appropriated in accordance with that Act.

9 Indemnity

- 9.1 The Purchaser indemnifies the Vendor from and against all stamp duty assessed under or in connection with this sale and the transfer giving effect to the sale.

10 Default

- 10.1 If the Vendor gives a notice of default under this Contract to the Purchaser, the default will not be remedied until all of the following have occurred:
- (a) The remedy by the Purchaser of the default.
 - (b) The payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default including without limitation all interest and bank charges payable by the Vendor under any existing mortgage affecting the property, calculated to the settlement date.
 - (c) Payment of the Vendor's solicitors reasonable legal costs (on a solicitor/client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.
 - (d) Payment of interest under the following special condition.

11 Default Interest

- 11.1 If the Purchaser defaults in payment of any money under this Contract, the Purchaser must without prejudice to any other rights of the Vendor, pay to the Vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* on the amount in default from the time it fell due until the default ceases.

12 Waiver

- 12.1 The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be, or be deemed to be, waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the Purchaser not in accordance with this Contract. Time will be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

13 Purchaser to Procure Execution of a Guarantee

- 13.1 If the Purchaser is or includes a company or a corporation (as those words are defined in the *Corporations Act 2001*) not included in an official list of the Australian Stock Exchange Ltd, the Purchaser must:
- (a) Immediately upon execution of this Contract, procure the execution of the Guarantee by a director who has a beneficial interest in the company or by a shareholder of the company; and
 - (b) within seven days after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (or if the Vendor requires, by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's solicitors and to be in substantially the same form as the Guarantee and Indemnity annexed to this Contract and marked "Annexure B" but with the necessary changes being made.

14 Substituted Purchaser

- 14.1 The Vendor and the Purchaser hereby agree that upon the Purchaser producing to the Vendor not later than twenty-eight (28) days prior to the Settlement Date of this Contract a nomination form and statutory declaration (in accordance with the requirements of the State Revenue Office) and thereon the Purchaser complying with all the provisions of the Duties Act 2000 in respect of such nomination and also complying with the following provisions, the Vendor will transfer the Property to the Nominee on the date the Vendor would but for this Special Condition transfer the Property to the Purchaser PROVIDED FURTHER upon the Vendor's acceptance of such nomination all monies previously paid by the Purchaser under this Contract shall and are hereby authorised to be credited and paid by the Purchaser or nominated Purchaser and PROVIDED FURTHER:
- (a) That until settlement or the payment in full to the Vendor of all monies due and payable to the Vendor under this Contract, the Purchaser remains personally and absolutely bound by this Contract as if the nomination had not taken place.
 - (b) That to further secure the Purchaser or any other person or persons or corporation associated with the Purchaser of the Nominee's performance of the Contract, the Purchaser must and does hereby guarantee the performance by the Nominee or substitute Purchaser of its obligations.
 - (c) The Nominee shall by the nomination be deemed to have accepted title and shall not be entitled to make requisitions hereunder.
 - (d) The Purchaser under this Contract will always indemnify and keep indemnified the Vendor from and against any claim or claims which hereafter are or may be made against the Vendor arising howsoever under the provisions of this Contract of Sale relating to any such nomination and to:
 - (i) fully and truthfully disclose the circumstances of such nomination to the State Revenue Office; and
 - (ii) pay any additional legal costs incurred by the Vendor arising out of the arrangements above.

The Purchaser acknowledges that the Vendor makes and has made no representations, claims or promises in respect of the stamp duty implications or consequences of any nomination by the Purchaser and that in all respects the Purchaser is only responsible for ascertaining and paying whatever stamp duty (if any) may become payable as a consequence of such nomination.

15 Foreign Acquisitions and Takeovers Act 1975

- 15.1 If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions & Takeovers Act 1975* or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions & Takeovers Regulations to enter into this Contract, the Purchaser warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- 15.2 The Purchaser unconditionally indemnifies the Vendor against any loss or expense (including any consequential loss) which the Vendor suffers as a result of the Purchaser's breach of the warranty given under special condition 15.1.

16 Chattels

- 16.1 Property in the chattels passes to the Purchaser upon payment of the price.
- 16.2 The Purchaser may not make any requisitions or objection, claim compensation or refuse or delay payment of the price on account of the condition of the chattels.

17 No Merger

- 17.1 Obligations under this Contract which have not been satisfied at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

18 FIRB

- 18.1 The Purchaser warrants that one of the following apply:
- (a) The Purchaser;
 - (i) is not required to provide notice of the entering into of this Contract or the purchase of the property to the Foreign Investment Review Board (FIRB) or any other relevant authority; and
 - (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
 - (b) The purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the property by the purchaser on the terms and conditions set out in this Contract.
- 18.2 If the warranty in Special Condition 18.1 is untrue in any respect the purchaser must indemnify the vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the vendor in having relied on this warranty when entering into this Contract.
- Special Condition 18 does not merge at settlement.

19 Delivery of Adjustments

- 19.1 The purchaser's legal practitioner or conveyancer is to prepare the Statement of Adjustments and provide it to the vendor's legal practitioner, along with all ancillary searches, not less than seven (7) days before the Settlement Date.
- 19.2 If the vendor's legal practitioner receives the Statement of Adjustment, along with all ancillary searches, within seven (7) days of the Settlement Date the purchaser will be liable to pay a late adjustments fee of \$110.

20 Settlement

- 20.1 Settlement must take place before 5.00pm on the settlement date. If Settlement is brought forward, delayed or extended beyond this date then, in addition to any default interest the vendor is entitled to in accordance with the Contract, the purchaser shall reimburse the vendor for all reasonably foreseeable losses, damages or expenses, including but not limited to:
- (a) Additional legal fees of \$330 for each and every agreed change to settlement; and
 - (b) Further additional legal fees of \$880 should a Notice of Default be served on the purchaser.

21 Amendment of General Conditions 21, 22, 23 and 28

- 21.1 These General Conditions are amended as follows:
- (a) General Condition 21.2 is amended so that the words "14 days" are replaced with the word "7 days".
 - (b) General Condition 22.2 is amended so that the words "14 days" are replaced with the word "7 days".
 - (c) General Condition 23 is amended so that the expression 'periodic outgoings' does not include any amounts to which Section 10G of the Sale of Land Act 1962 applies.
 - (d) General Condition 28 is amended so that it does not apply to any amounts to which section 10G or 10H of the Sale of Land Act applies.

22 GST withholding - Residential premises or potential residential land

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

<input type="checkbox"/> Withholding payment is required to be made	
<input checked="" type="checkbox"/> No withholding payment for residential premises because	<input type="checkbox"/> No withholding payment for potential residential land because
<input checked="" type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the buyer is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

22.1 Vendor’s notice

If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise the vendor shall give the buyer notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

22.2 Amount to be withheld by the Purchaser

Where the margin scheme applies 7% of the purchase price; otherwise 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

22.3 Purchaser to notify Australian Taxation Office

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

22.4 Purchaser to remit withheld amount

- (a) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
- (b) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

22.5 Vendor to indemnify Purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or

- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
 - (a) that -
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
 - (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and

- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

 - (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day

- of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information

must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

Annexure A

AUCTION RULES

Sale of Land Regulations 2005

SCHEDULE 1

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the action.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Annexure B

GUARANTEE AND INDEMNITY

TO: The Vendor described in the annexed Contract which expression includes the Vendor's transferees, successors and assigns ("Vendor").

IN CONSIDERATION of the Vendor having agreed, at the request of the person or persons named in the schedule to this Guarantee ("Guarantor"), to sell the land described in the annexed Contract ("Contract") to the Purchaser named in the Contract ("Purchaser") the Guarantor guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase price and interest payable under the Contract and all other moneys that are or may become payable pursuant to the Contract ("guaranteed moneys") and the due performance and observance by the Purchaser of the covenants, conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed ("Purchaser's obligations"). The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

This Guarantee is given upon and subject to the following conditions:

1. If the Purchaser fails to pay the Vendor the guaranteed moneys as and when due, the Guarantor will immediately on demand pay them to the Vendor.
2. If the Purchaser fails to carry out or perform any of the Purchaser's obligations, the Guarantor will immediately on demand carry out and perform them.
3. The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of the guaranteed moneys and in performing the Purchaser's obligations. It will not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the guaranteed moneys or to carry out and perform the Purchaser's obligations.
4. This Guarantee is a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.
5. This Guarantee is in addition to and not in substitution for any other guarantee or security given in favour of the Vendor and will not merge with or be affected by any other guarantee or security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.
6. Nothing in this Guarantee imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under this Guarantee particulars of the Purchaser's default resulting in that demand.
7. The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs arising out of the default of the Purchaser in payment of the guaranteed moneys or the performance of the Purchaser's obligations.
8. This Guarantee binds the Guarantor's personal representatives, successors, substitutes and assigns.
9. The Vendor's remedies against the Guarantor will not be affected if any security held by the Vendor in relation to the Contract or the indebtedness of the Purchaser is void, voidable or unenforceable for any reason.
10. The liability of the Guarantor will not be affected by the transfer or assignment of the benefit of this Guarantee to any person to whom the whole of the interest of the Vendor in the Contract has been transferred or assigned.
11. When this Guarantee is executed or intended to be executed by two or more persons:
 - (a) each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security;
 - (b) if one or more persons has not signed this Guarantee, the other person or persons having executed the Guarantee will not be released from liability but will be bound by it as a continuing security;
 - (c) a demand or notice given under this Guarantee if given to any one or more of those persons is deemed to have been given to all of them; and
 - (d) the expression "Guarantor" includes all of those persons jointly and each of them severally.

SCHEDULE

GUARANTOR:

Name:

Address:

GUARANTOR:

Name:

Address:

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:)
)
 [Signature]
 Witness
 [Signature]
 (Name of Witness)
 [Please Print]

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:)
)
 [Signature]
 Witness
 [Signature]
 (Name of Witness)
 [Please Print]

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:)
)
 [Signature]
 Witness
 [Signature]
 (Name of Witness)
 [Please Print]



DAVID ENSIKAT & KAMINI MANICKAM

VENDOR'S STATEMENT

**Property: 68 Little Lothian Street, North Melbourne 3051 &
Carpark 121C, 275 Abbotsford Street, North Melbourne 3051**

Nicholas James Lawyers
Suite 1, Level 2 902 Mt Alexander Rd
Essendon 3040
Tel: 90217400
Fax: 90217401
Ref: NT: MJ:2514619

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	68 Little Lothian Street, North Melbourne 3051 & Accessory Carpark (B121C, 275 Abbotsford Street, North Melbourne 3051)	
Vendor's name	David Ensikat	Date / /
Vendor's signature	DocuSigned by: David Ensikat 7BC75205BD3245B... 26/2/2025	
Vendor's name	Kamini Manickam	Date / /
Vendor's signature	DocuSigned by: Kamini 2E8ECC1AED03499... 12/3/2025	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificates.

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 125
Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

See attached Certificates



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

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

Page 1 of 2

VOLUME 11895 FOLIO 700

Security no : 124121326980C
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LAND DESCRIPTION

Lot G08 on Plan of Subdivision 739456J.

PARENT TITLES :

Volume 03988 Folio 518

Volume 06141 Folio 047 to Volume 06141 Folio 048

Volume 06598 Folio 418 Volume 09582 Folio 825 Volume 11261 Folio 263

Volume 11493 Folio 344

Created by instrument PS739456J 03/07/2017

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

DAVID PETER ENSIKAT

KAMINI MANICKAM both of 68 LITTLE LOTHIAN STREET NORTH MELBOURNE VIC 3051

AQ360833D 18/10/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ360834B 18/10/2017

COMMONWEALTH BANK OF AUSTRALIA

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 PS739456J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 68 LITTLE LOTHIAN STREET NORTH NORTH MELBOURNE VIC 3051

ADMINISTRATIVE NOTICES

NIL

eCT Control 15771K COMMONWEALTH BANK OF AUSTRALIA - CONSUMER

Effective from 18/10/2017

OWNERS CORPORATIONS



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

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS739456J

DOCUMENT END



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

Page 1 of 2

VOLUME 11895 FOLIO 793

Security no : 124122312851B
Produced 25/02/2025 10:39 AM

LAND DESCRIPTION

Lot B121C on Plan of Subdivision 739456J.

PARENT TITLES :

Volume 03988 Folio 518

Volume 06141 Folio 047 to Volume 06141 Folio 048

Volume 06598 Folio 418 Volume 09582 Folio 825 Volume 11261 Folio 263

Volume 11493 Folio 344

Created by instrument PS739456J 03/07/2017

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

DAVID PETER ENSIKAT

KAMINI MANICKAM both of 68 LITTLE LOTHIAN STREET NORTH MELBOURNE VIC 3051

AQ360833D 18/10/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ360834B 18/10/2017

COMMONWEALTH BANK OF AUSTRALIA

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

AGREEMENT Section 173 Planning and Environment Act 1987

AN921517Q 10/06/2017

DIAGRAM LOCATION

SEE PS739456J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: CARSPACE 121C 275 ABBOTSFORD STREET NORTH MELBOURNE VIC 3051

ADMINISTRATIVE NOTICES

NIL

eCT Control 15771K COMMONWEALTH BANK OF AUSTRALIA - CONSUMER

Effective from 18/10/2017



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

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS739456J

DOCUMENT END



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 25/02/2025 10:39:54 AM

OWNERS CORPORATION 1
PLAN NO. PS739456J

The land in PS739456J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 120, 201 - 218, 301 - 318, 401 - 407, B101C, B101S, B102C, B103C, B103S, B104C, B104S, B105C, B105S, B106C, B106S, B107C, B108C, B109C, B109S, B110C, B110S, B111C, B111S, B112C, B112S, B113C, B113S, B114C, B114S, B115C, B115S, B116C, B116S, B117C, B117S, B118C, B118S, B119C, B119S, B120C, B120S, B121C, B121S, B122C, B123C, B124C, B125C, B126C, B127C, B128C, B129C, B130C, B131C, B132C, B133C, B134C, B135C, B136C, B137C, B140C, B141C, B201C, B201M, B201S, B202C, B202M, B202S, B203C, B203S, B204C, B205C, B206C, B207C, B208C, B209C, B210C, B211C, B212C, B213C, B213S, B214C, B214S, B215C, B215S, B216C, B217C, B218C, B218S, B219C, B219S, B220C, B221C, B221S, B222C, B222S, B223C, B223S, B224C, B224S, B225C, B225S, B226C, B226S, B227C, B227S, B228C, B228S, B229C, B229S, B230C, B230S, B231C, B231S, B232C, B232S, B233C, B233S, B234C, B234S, B235C, B235S, B236C, B237C, B238C, B239C, B240C, B241C, B242C, B243C, B244C, B214AC, G01, G10, G11, G12, G13, G14, G15, G16, G17, G03, G04, G05, G06, G07, G08, G09.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MELCORP STRATA PTY LTD 477 SWANSTON STREET MELBOURNE VIC 3000

AQ077162E 25/07/2017

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. OC035623Q 03/07/2017

Additional Owners Corporation Information:

OC035622S 03/07/2017

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	81	87



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS739456J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 102	80	86
Lot 103	98	100
Lot 104	97	99
Lot 105	97	99
Lot 106	79	85
Lot 107	80	86
Lot 108	128	129
Lot 109	109	127
Lot 110	112	132
Lot 111	97	105
Lot 112	98	108
Lot 113	98	108
Lot 114	159	145
Lot 115	115	105
Lot 116	108	102
Lot 117	108	101
Lot 118	108	101
Lot 119	108	100
Lot 120	124	122
Lot 201	81	87
Lot 202	80	86
Lot 203	99	100
Lot 204	98	99
Lot 205	98	99
Lot 206	80	85
Lot 207	81	86
Lot 208	129	129
Lot 209	110	127
Lot 210	113	132



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS739456J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 211	123	115
Lot 212	136	124
Lot 213	167	165
Lot 214	165	153
Lot 215	115	103
Lot 216	115	103
Lot 217	115	103
Lot 218	116	122
Lot 301	82	87
Lot 302	82	86
Lot 303	100	100
Lot 304	99	99
Lot 305	99	99
Lot 306	81	85
Lot 307	82	86
Lot 308	130	129
Lot 309	110	127
Lot 310	113	132
Lot 311	123	114
Lot 312	137	123
Lot 313	168	165
Lot 314	148	131
Lot 315	116	103
Lot 316	116	103
Lot 317	115	103
Lot 318	116	122
Lot 401	176	166
Lot 402	125	106
Lot 403	125	106



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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS739456J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 404	125	106
Lot 405	163	151
Lot 406	186	155
Lot 407	166	155
Lot B101C	9	11
Lot B101S	1	3
Lot B102C	10	12
Lot B103C	10	12
Lot B103S	1	2
Lot B104C	10	12
Lot B104S	1	2
Lot B105C	10	12
Lot B105S	1	2
Lot B106C	8	9
Lot B106S	3	6
Lot B107C	8	9
Lot B108C	8	9
Lot B109C	8	9
Lot B109S	1	2
Lot B110C	8	9
Lot B110S	1	2
Lot B111C	8	9
Lot B111S	1	2
Lot B112C	8	9
Lot B112S	1	2
Lot B113C	8	9
Lot B113S	1	2
Lot B114C	8	9
Lot B114S	1	2



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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS739456J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B115C	8	9
Lot B115S	1	2
Lot B116C	8	9
Lot B116S	1	2
Lot B117C	8	9
Lot B117S	1	2
Lot B118C	8	9
Lot B118S	1	2
Lot B119C	8	9
Lot B119S	1	2
Lot B120C	8	9
Lot B120S	1	2
Lot B121C	8	9
Lot B121S	1	2
Lot B122C	8	9
Lot B123C	8	9
Lot B124C	8	9
Lot B125C	8	9
Lot B126C	8	9
Lot B127C	8	9
Lot B128C	8	9
Lot B129C	8	9
Lot B130C	8	9
Lot B131C	8	9
Lot B132C	11	14
Lot B133C	9	11
Lot B134C	8	9
Lot B135C	8	9
Lot B136C	8	9



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS739456J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B137C	8	9
Lot B140C	9	12
Lot B141C	10	14
Lot B201C	11	15
Lot B201M	2	2
Lot B201S	3	5
Lot B202C	11	15
Lot B202M	2	2
Lot B202S	3	5
Lot B203C	11	15
Lot B203S	2	5
Lot B204C	11	15
Lot B205C	9	12
Lot B206C	9	12
Lot B207C	9	12
Lot B208C	14	19
Lot B209C	15	19
Lot B210C	15	19
Lot B211C	9	12
Lot B212C	9	12
Lot B213C	9	12
Lot B213S	1	2
Lot B214C	9	12
Lot B214S	2	2
Lot B215C	8	9
Lot B215S	4	6
Lot B216C	8	9
Lot B217C	8	9
Lot B218C	8	9



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS739456J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B218S	1	2
Lot B219C	8	9
Lot B219S	2	4
Lot B220C	8	9
Lot B221C	8	9
Lot B221S	1	2
Lot B222C	8	9
Lot B222S	2	4
Lot B223C	8	9
Lot B223S	2	5
Lot B224C	8	9
Lot B224S	2	5
Lot B225C	8	9
Lot B225S	2	5
Lot B226C	8	9
Lot B226S	1	2
Lot B227C	8	9
Lot B227S	1	3
Lot B228C	8	9
Lot B228S	1	3
Lot B229C	8	9
Lot B229S	1	2
Lot B230C	8	9
Lot B230S	2	6
Lot B231C	8	9
Lot B231S	3	6
Lot B232C	8	9
Lot B232S	1	2
Lot B233C	8	9



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS739456J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B233S	1	2
Lot B234C	8	9
Lot B234S	2	4
Lot B235C	8	9
Lot B235S	1	2
Lot B236C	10	16
Lot B237C	14	19
Lot B238C	15	21
Lot B239C	8	9
Lot B240C	8	9
Lot B241C	8	9
Lot B242C	8	9
Lot B243C	8	9
Lot B244C	11	14
Lot B214AC	9	12
Lot G01	210	274
Lot G10	77	84
Lot G11	78	85
Lot G12	95	110
Lot G13	221	227
Lot G14	107	102
Lot G15	110	103
Lot G16	110	103
Lot G17	112	106
Lot G03	99	100
Lot G04	99	100
Lot G05	100	101
Lot G06	124	137
Lot G07	109	127



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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS739456J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G08	113	130
Lot G09	77	83
Total	9840.00	10082.00

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

Statement End.



Imaged Document Cover Sheet

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Document Identification	PS739456J
Number of Pages (excluding this cover sheet)	20
Document Assembled	20/01/2025 12:04

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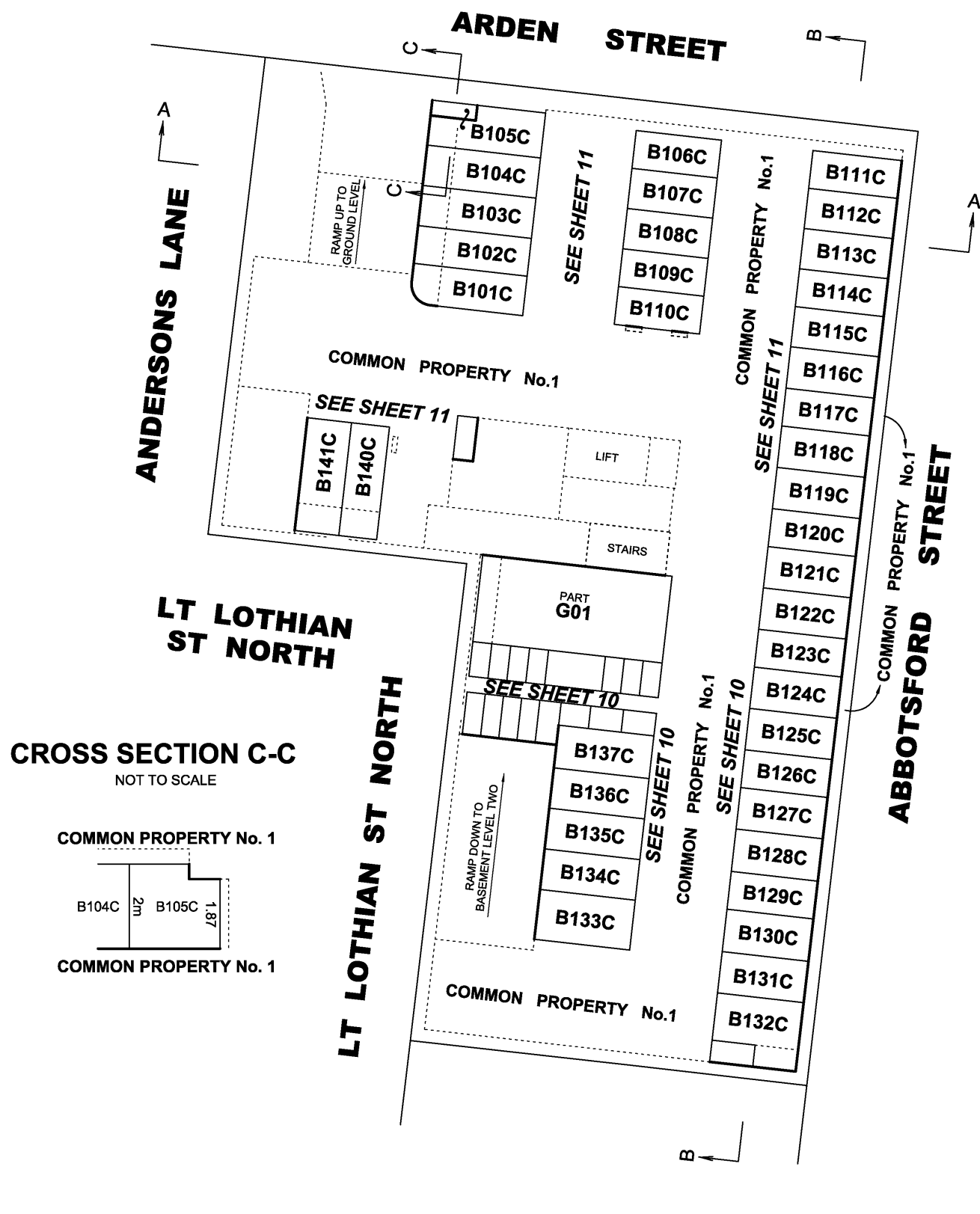
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SUBDIVISION ACT 1988 PLAN OF SUBDIVISION			LRS USE ONLY EDITION 2		PLAN NUMBER PS 739456J				
LOCATION OF LAND PARISH: JIKA JIKA AT NORTH MELBOURNE SECTION: 21B CROWN ALLOTMENT: 9, 10, 10A, 11 CROWN PORTION: -- TITLE REFERENCES: VOL. 6598 FOL. 418, VOL. 11261 FOL. 263, VOL. 6141, TP377726H, LOT 1 TP368532X, TP300401W, LOT 1 TP687063C & LOT 1 TP703350Q LAST PLAN REFERENCE: LOT 1 & 2 TP574244D, LOT 1 TP947658W, LOT 1 TP377726H, LOT 1 TP368532X, TP300401W, LOT 1 TP687063C & LOT 1 TP703350Q POSTAL ADDRESS: 135-139 ARDEN STREET, 261-275 ABBOTSFORD STREET, ANDERSON'S STREET & LITTLE LOTHIAN STREET NORTH, NORTH MELBOURNE VIC 3051 (at time of subdivision) MGA CO-ORDINATES: E 319 120 ZONE: 55 (of approximate centre of land in plan)(D.C.M.B.) N 5 814 300 GDA 94			Council Name: Melbourne City Council Council Reference Number: SA-2015-99 Planning Permit Reference: TP-2015-853 SPEAR Reference Number: S074171V 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 Digitally signed by: Leon Kyle Wilson for Melbourne City Council on 14/06/2017						
VESTING OF ROADS OR RESERVES			ARDEN PARK						
<table><tr><td>IDENTIFIER</td><td>COUNCIL / BODY / PERSON</td></tr><tr><td>NIL</td><td>NIL</td></tr></table>			IDENTIFIER	COUNCIL / BODY / PERSON	NIL	NIL	NUMBER OF LOTS IN THIS PLAN: 78 APARTMENTS, 1 OFFICE, 84 CAR PARKS, 41 STORES & 2 MOTORBIKE LOTS TOTAL AREA OF LAND IN THIS PLAN: 2014m ²		
IDENTIFIER	COUNCIL / BODY / PERSON								
NIL	NIL								
			DEPTH LIMITATION: 15m APPLIES TO LAND IN VOL.9582 FOL.825						
NOTATIONS									
<p>COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS LOTS B138C, B139C, B102S, B107S, B108S, B204S-B212S, B216S, B217S AND B220S HAVE BEEN OMITTED FROM THIS PLAN</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</p> <p>INTERIOR FACE: ALL BOUNDARIES (REFER TO SEC 10 (4) SUBDIVISION (REGISTRARS REQUIREMENTS) REGULATIONS 2011).</p> <p>THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR OR BALUSTRADE WHICH DEFINES BOUNDARIES IS CONTAINED WITHIN COMMON PROPERTY No.1.</p> <p>REDUCED LEVELS (RL) ARE TO THE AUSTRALIAN HEIGHT DATUM (AHD) AND ARE BASED ON DOUTTA GALLA PM781 WITH A STATED LEVEL OF 15.684m DATED 17/12/2018</p>			<p>ALL COLUMNS, INTERNAL SERVICE DUCTS, CONDUITS, PIPE SHAFTS AND ELECTRICITY CONSUMER MAINS CABLES WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1.</p> <p>THE POSITIONS OF THESE COLUMNS, DUCTS, CONDUITS, SHAFTS AND CABLES HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.</p> <p>FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION.</p>						
EASEMENT INFORMATION					THIS IS A SPEAR PLAN				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					STAGING:				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN, EXCLUDING LOT A					THIS IS NOT A STAGED SUBDIVISION				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF	PLANNING PERMIT No.				
					SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----- IN PROCLAIMED SURVEY AREA No. -----				
REF: 22470/PS	VERSION: S	DATE: 24/05/17 1PS-S.DGN			ORIGINAL SHEET SIZE A3	SHEET 1 OF 19 SHEETS			
REEDS Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au			LICENSED SURVEYOR Digitally signed by: Alan Norman (Reeds Consulting Pty Ltd), Surveyor's Plan Version (S), 24/05/2017, SPEAR Ref: S074171V		PLAN REGISTERED TIME: 11:27 am DATE: 03/07/2017 Assistant Registrar of Titles				

LOT INDEX SHEET								PLAN NUMBER PS 739456J			
LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS
G01	2	3,4(10)	401	1	9	B231C	1	5(12)			
			402	1	9	B232C	1	5(12)			
G03	1	3	403	1	9	B233C	1	5(12)			
G04	1	3	404	1	9	B234C	1	5(12)			
G05	1	3	405	1	9	B235C	1	5(12)			
G06	1	3	406	2	9	B236C	1	5(12)			
G07	1	3	407	1	9	B237C	1	5(12)			
G08	1	3				B238C	1	5(12)			
G09	1	3	B101C	1	4(11)	B239C	1	5(12)			
G10	1	3	B102C	1	4(11)	B240C	1	5(12)			
G11	1	3	B103C	1	4(11)	B241C	1	5(12)			
G12	1	3	B104C	1	4(11)	B242C	1	5(12)			
G13	1	3	B105C	1	4(11)	B243C	1	5(12)			
G14	1	3	B106C	1	4(11)	B244C	1	5(12)			
G15	1	3	B107C	1	4(11)						
G16	1	3	B108C	1	4(11)	B201M	1	5(13)			
G17	1	3	B109C	1	4(11)	B202M	1	5(13)			
			B110C	1	4(11)						
101	1	6	B111C	1	4(11)	B101S	1	4(11)			
102	1	6	B112C	1	4(11)	B103S	1	4(10)			
103	1	6	B113C	1	4(11)	B104S	1	4(10)			
104	1	6	B114C	1	4(11)	B105S	1	4(10)			
105	1	6	B115C	1	4(11)	B106S	1	4(10)			
106	1	6	B116C	1	4(11)						
107	1	6	B117C	1	4(11)	B109S	1	4(10)			
108	1	6	B118C	1	4(11)	B110S	1	4(10)			
109	1	6	B119C	1	4(11)	B111S	1	4(10)			
110	1	6	B120C	1	4(11)	B112S	1	4(10)			
111	1	6	B121C	1	4(11)	B113S	1	4(10)			
112	1	6	B122C	1	4(10)	B114S	1	4(10)			
113	1	6	B123C	1	4(10)	B115S	1	4(10)			
114	1	6	B124C	1	4(10)	B116S	1	4(10)			
115	1	6	B125C	1	4(10)	B117S	1	4(10)			
116	1	6	B126C	1	4(10)	B118S	1	4(10)			
117	1	6	B127C	1	4(10)	B119S	1	4(10)			
118	1	6	B128C	1	4(10)	B120S	1	4(10)			
119	1	6	B129C	1	4(10)	B121S	1	4(10)			
120	1	6	B130C	1	4(10)						
			B131C	1	4(10)	B201S	1	5(14)			
201	1	7	B132C	1	4(10)	B202S	1	5(14)			
202	1	7	B133C	1	4(10)	B203S	1	5(14)			
203	1	7	B134C	1	4(10)						
204	1	7	B135C	1	4(10)	B213S	1	5(14)			
205	1	7	B136C	1	4(10)	B214S	1	5(14)			
206	1	7	B137C	1	4(10)	B215S	1	5(14)			
207	1	7									
208	1	7	B140C	1	4(10)	B218S	1	5(14)			
209	1	7	B141C	1	4(10)	B219S	1	5(14)			
210	1	7									
211	1	7	B201C	1	5(12)	B221S	1	5(14)			
212	1	7	B202C	1	5(12)	B222S	1	5(14)			
213	1	7	B203C	1	5(12)	B223S	1	5(14)			
214	1	7	B204C	1	5(13)	B224S	1	5(14)			
215	1	7	B205C	1	5(14)	B225S	1	5(14)			
216	1	7	B206C	1	5(14)	B226S	1	5(14)			
217	1	7	B207C	1	5(14)	B227S	1	5(12)			
218	1	7	B208C	1	5(14)	B228S	1	5(12)			
			B209C	1	5(14)	B229S	1	5(12)			
301	1	8	B210C	1	5(14)	B230S	1	5(12)			
302	1	8	B211C	1	5(14)	B231S	1	5(12)			
303	1	8	B212C	1	5(14)	B232S	1	5(12)			
304	1	8	B213C	1	5(14)	B233S	1	5(14)			
305	1	8	B214C	1	5(14)	B234S	1	5(14)			
306	1	8	B214AC	1	5(14)	B235S	1	5(12)			
307	1	8	B215C	1	5(14)						
308	1	8	B216C	1	5(14)						
309	1	8	B217C	1	5(14)						
310	1	8	B218C	1	5(14)						
311	1	8	B219C	1	5(14)						
312	1	8	B220C	1	5(14)						
313	1	8	B221C	1	5(14)						
314	1	8	B222C	1	5(14)						
315	1	8	B223C	1	5(12)						
316	1	8	B224C	1	5(12)						
317	1	8	B225C	1	5(12)						
318	1	8	B226C	1	5(12)						
			B227C	1	5(12)						
			B228C	1	5(12)						
			B229C	1	5(12)						
			B230C	1	5(12)						
(No.) - INDICATES ENLARGEMENT SHEET NUMBER											
REF: 22470/PS				VERSION: S				DATE: 24/05/17 1PS-S.DGN			
ORIGINAL SHEET SIZE A3				SHEET 2							
				Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au				LICENSED SURVEYOR Digitally signed by: Alan Norman (Reeds Consulting Pty Ltd), Surveyor's Plan Version (S), 24/05/2017, SPEAR Ref: S074171V			
Digitally signed by: Melbourne City Council, 14/06/2017, SPEAR Ref: S074171V											

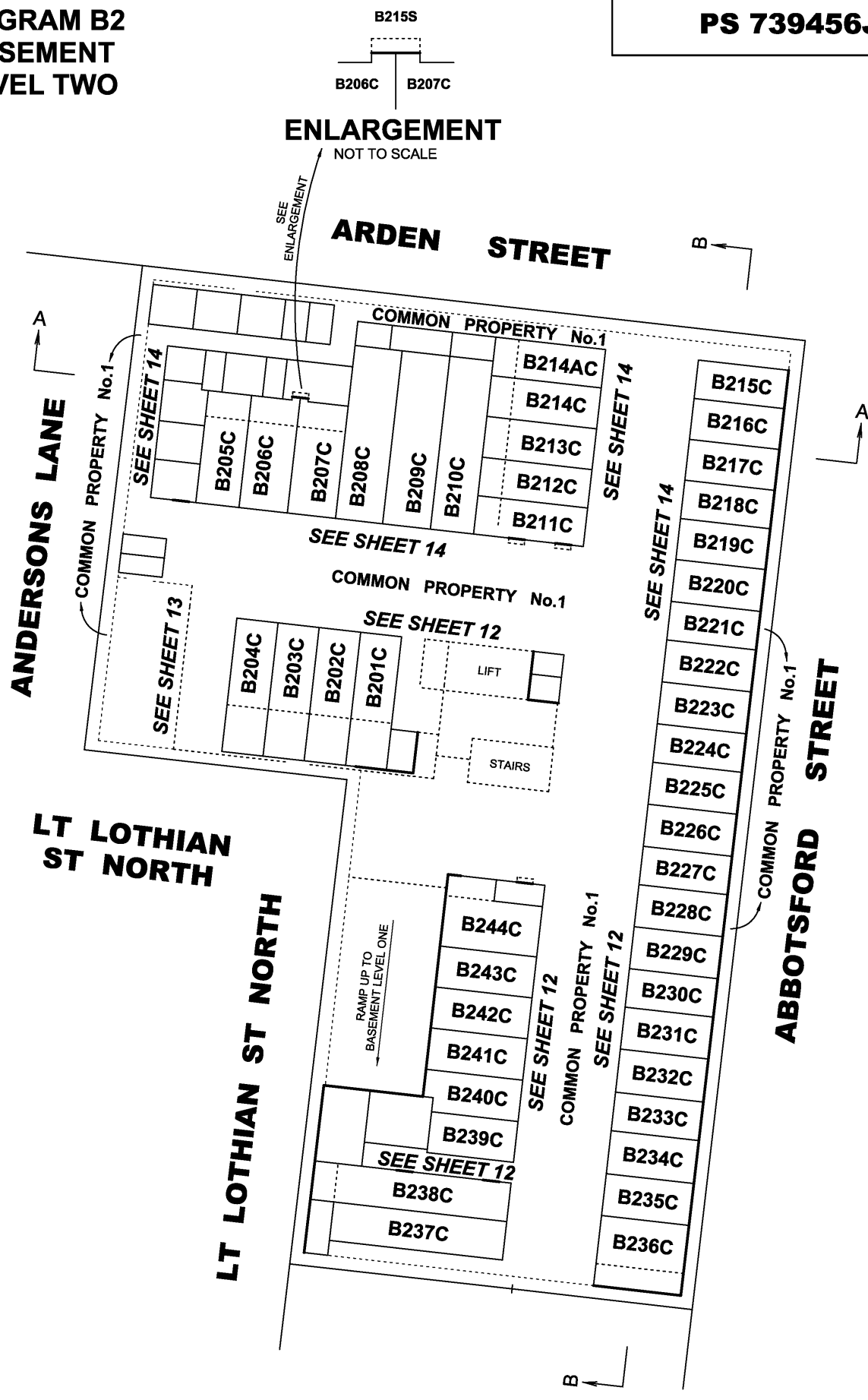
PLAN NUMBER
PS 739456J



MGA94 ZONE 55

Digitally signed by:
Melbourne City Council,
14/06/2017,
SPEAR Ref: S074171V

PLAN NUMBER
PS 739456J

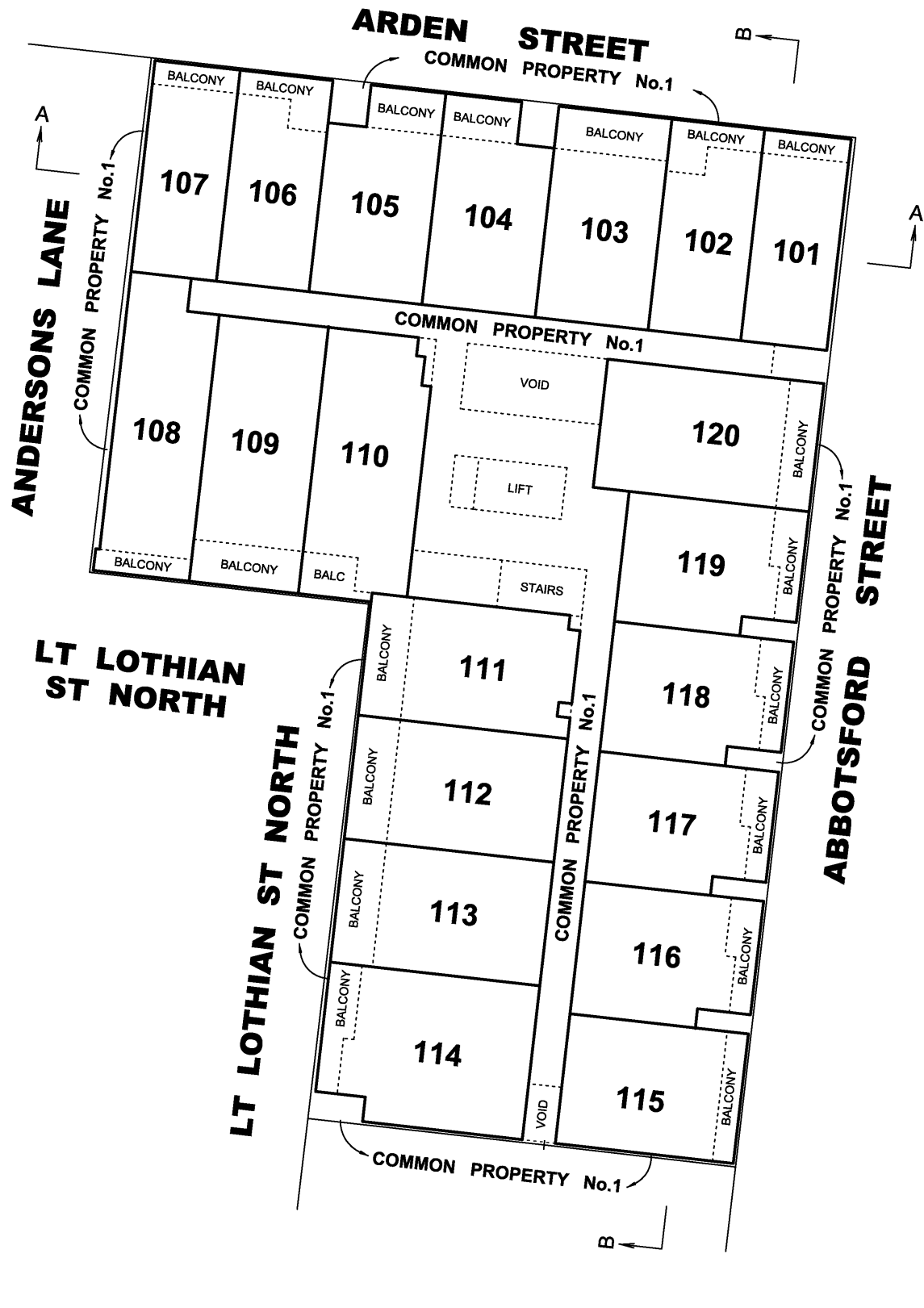


MGA94 ZONE 55

REF: 22470/PS	VERSION: S	DATE: 24/05/17 1PS-S.DGN	SCALE 1:250	<p>5 0 5 10 LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE A3	SHEET 5
<p>Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</p>			<p>LICENCED SURVEYOR</p> <p>Digitally signed by: Alan Norman (Reeds Consulting Pty Ltd), Surveyor's Plan Version (S), 24/05/2017, SPEAR Ref: S074171V</p>		<p>Digitally signed by: Melbourne City Council, 14/06/2017, SPEAR Ref: S074171V</p>	

**DIAGRAM 1
LEVEL ONE**

PLAN NUMBER
PS 739456J



REF: **22470/PS** VERSION: **S** DATE: 24/05/17
1PS-S.DGN

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

ORIGINAL SHEET
SIZE **A3**

SHEET **6**

REEDS
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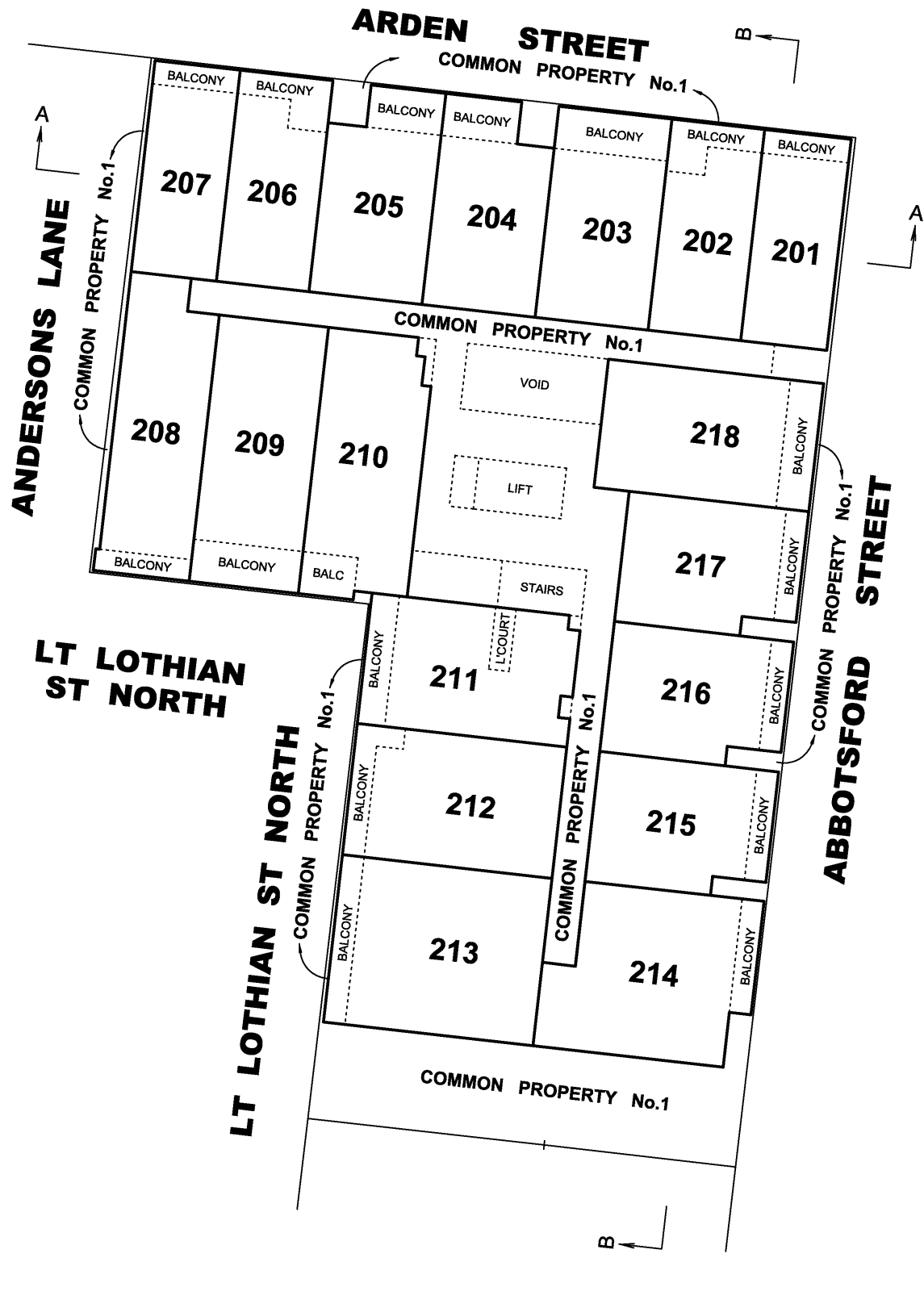
Reeds Consulting Pty Ltd
Lvl 6, 440 Elizabeth Street
Melbourne Victoria 3000
p [03] 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

LICENCED SURVEYOR
Digitally signed by: Alan Norman (Reeds Consulting Pty
Ltd),
Surveyor's Plan Version (S),
24/05/2017, SPEAR Ref: S074171V

Digitally signed by:
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14/06/2017,
SPEAR Ref: S074171V

**DIAGRAM 2
LEVEL TWO**

PLAN NUMBER
PS 739456J



MTA94 ZONE 55

REF: 22470/PS VERSION: S DATE: 24/05/17 1PS-S.DGN

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Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

SCALE 1:250
5 0 5 10
LENGTHS ARE IN METRES
Licenced Surveyor
Digitally signed by: Alan Norman (Reeds Consulting Pty Ltd),
Surveyor's Plan Version (S),
24/05/2017, SPEAR Ref: S074171V

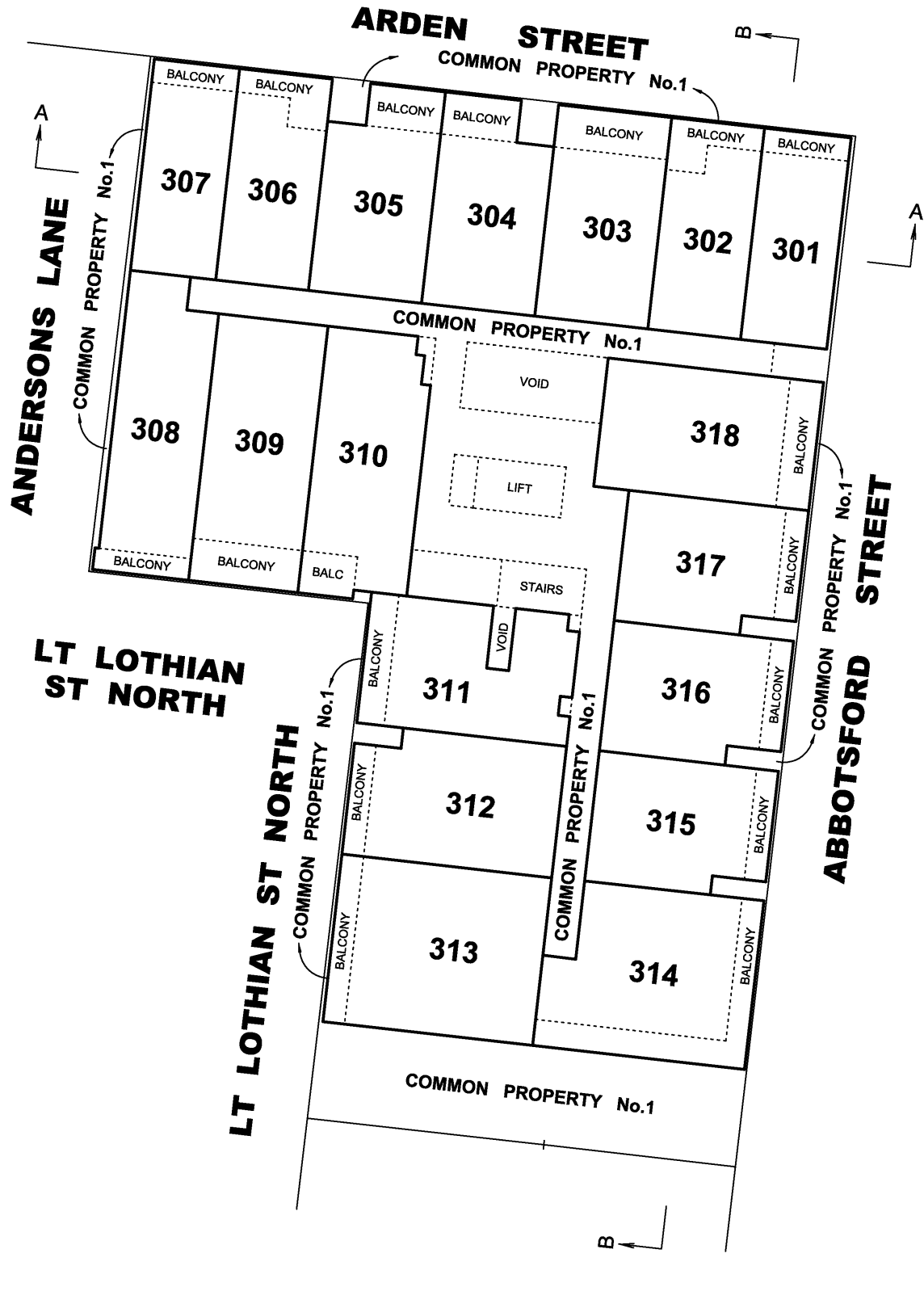
ORIGINAL SHEET
SIZE A3

SHEET 7

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14/06/2017,
SPEAR Ref: S074171V

**DIAGRAM 3
LEVEL THREE**

PLAN NUMBER
PS 739456J



REF:
22470/PS

VERSION:
S

DATE: 24/05/17
1PS-S.DGN

SCALE
1:250

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LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 8

REEDS
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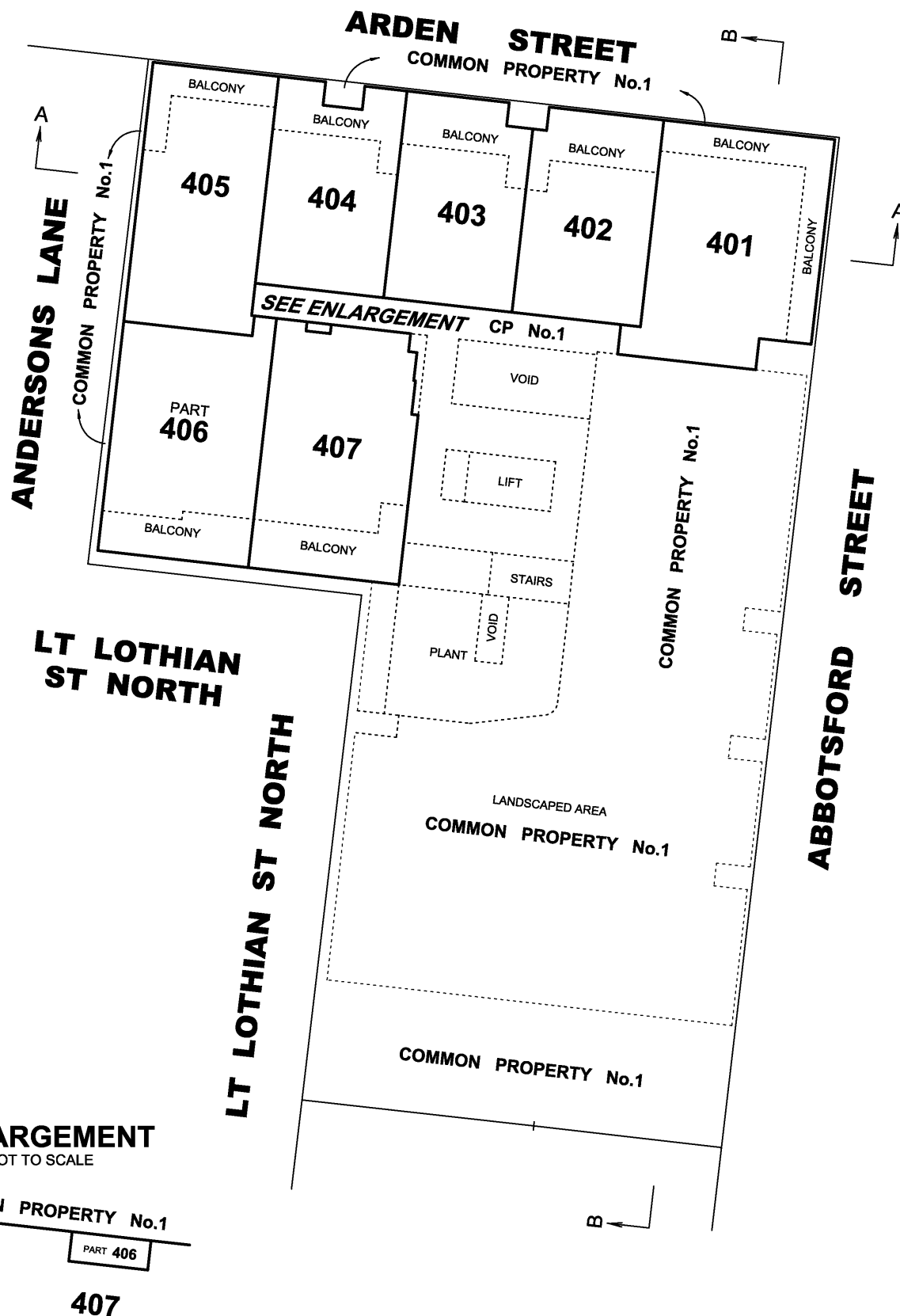
Reeds Consulting Pty Ltd
Lvl 6, 440 Elizabeth Street
Melbourne Victoria 3000
p [03] 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

LICENCED SURVEYOR
Digitally signed by: Alan Norman (Reeds Consulting Pty
Ltd),
Surveyor's Plan Version (S),
24/05/2017, SPEAR Ref: S074171V

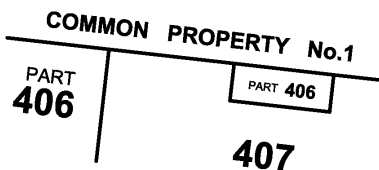
Digitally signed by:
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14/06/2017,
SPEAR Ref: S074171V

DIAGRAM 4 LEVEL FOUR

PLAN NUMBER
PS 739456J



ENLARGEMENT
NOT TO SCALE



REF: 22470/PS	VERSION: S	DATE: 24/05/17 1PS-S.DGN	SCALE 1:250	5 0 5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 9
REEDS CONSULTING Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au			Digitally signed by: Alan Norman (Reeds Consulting Pty Ltd), Surveyor's Plan Version (S), 24/05/2017, SPEAR Ref: S074171V			Digitally signed by: Melbourne City Council, 14/06/2017, SPEAR Ref: S074171V

Amended by: Alan Norman, 30/06/2017.

MTA94 ZONE 55

ENLARGEMENT
DIAGRAM B1
BASEMENT
LEVEL ONE (PART)

PLAN NUMBER
PS 739456J

SEE SHEET 4

STAIRS

CONTINUED SHEET 11

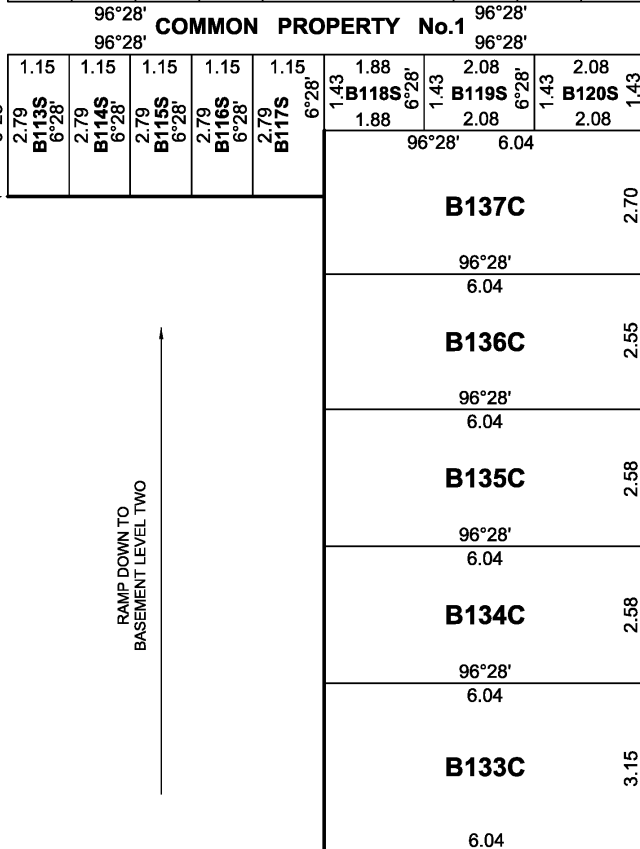
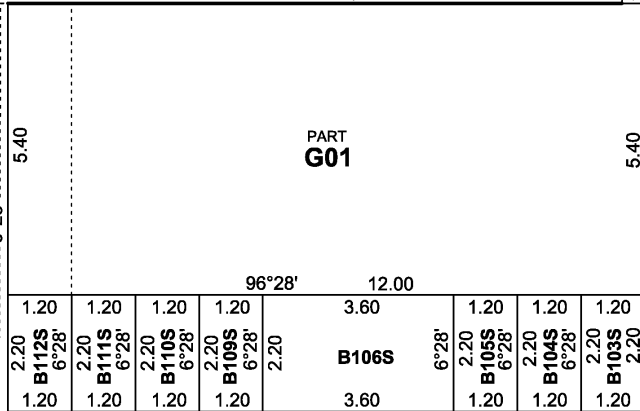
LT LOTHIAN ST NORTH

ABBOTSFORD STREET

COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1



SEE SHEET 4

COMMON PROPERTY No.1

B121C

96°28'

6.03

B122C

96°28'

6.03

B123C

96°28'

6.03

B124C

96°28'

6.03

B125C

96°28'

6.03

B126C

96°28'

6.03

B127C

96°28'

5.95

B128C

96°28'

5.95

B129C

96°28'

5.95

B130C

96°28'

5.95

B131C

96°28'

5.95

B132C

96°28'

5.95

B121S

96°28'

5.95

B121S

96°28'

5.95

REF: 22470/PS

VERSION: S

DATE: 24/05/17
1PS-S.DGN

SCALE
1:100

1 0 1 2 3 4 5
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 10

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p (03) 8660 3000
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ENLARGEMENT DIAGRAM B2 BASEMENT LEVEL TWO (PART)

PLAN NUMBER
PS 739456J

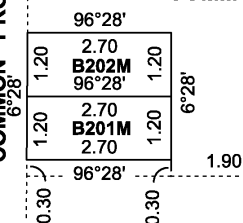
ARDEN STREET

CONTINUED SHEET 14

ANDERSONS LANE

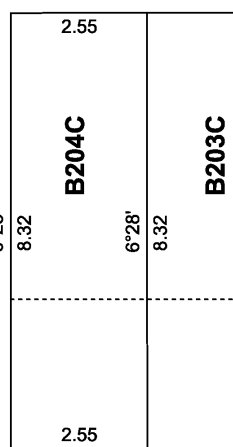
COMMON PROPERTY No.1

COMMON PROPERTY No.1



SEE SHEET 5

SEE SHEET 13



COMMON PROPERTY No.1

SEE SHEET 5

CONTINUED SHEET 12



REF: **22470/PS** VERSION: **S** DATE: 24/05/17
1PS-S.DGN

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SCALE **1:100** 1 0 1 2 3 4 5
LENGTHS ARE IN METRES

Digitally signed by: Alan Norman (Reeds Consulting Pty Ltd),
Surveyor's Plan Version (S),
24/05/2017, SPEAR Ref: S074171V

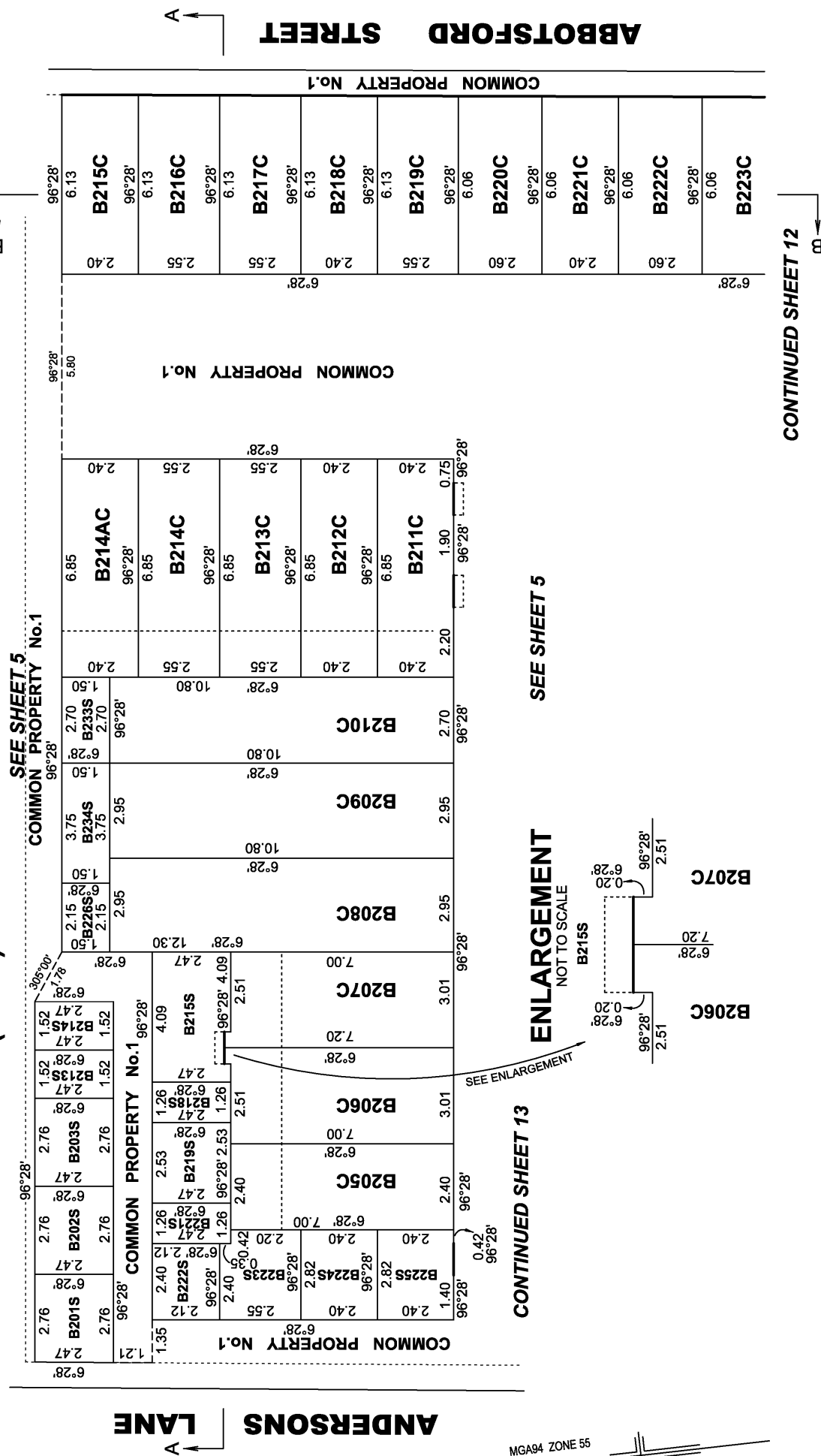
ORIGINAL SHEET
SIZE A3

SHEET 13

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SPEAR Ref: S074171V

**ENLARGEMENT
DIAGRAM B2
BASEMENT
LEVEL TWO (PARTIAL)**

PLAN NUMBER
PS 739456



MGA94 ZONE 55

REF: **22470/PS** VERSION: **S** DATE: 24/05/17
1PS-S.DGN



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survey@reedsconsulting.com.au

SCALE
1:125

LENGTHS ARE IN METRES

ORIGINAL SHEET CITY AS	SHEET 14
---------------------------	----------

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 Surveyor's Plan Version (S),
 24/05/2017: SPEAR Ref: S074171V

Digitally signed by:
Melbourne City Council,
14/06/2017,
SPEAR Ref: S074171V

Amended by: Alan Norman 30/06/2017

PS 739456J

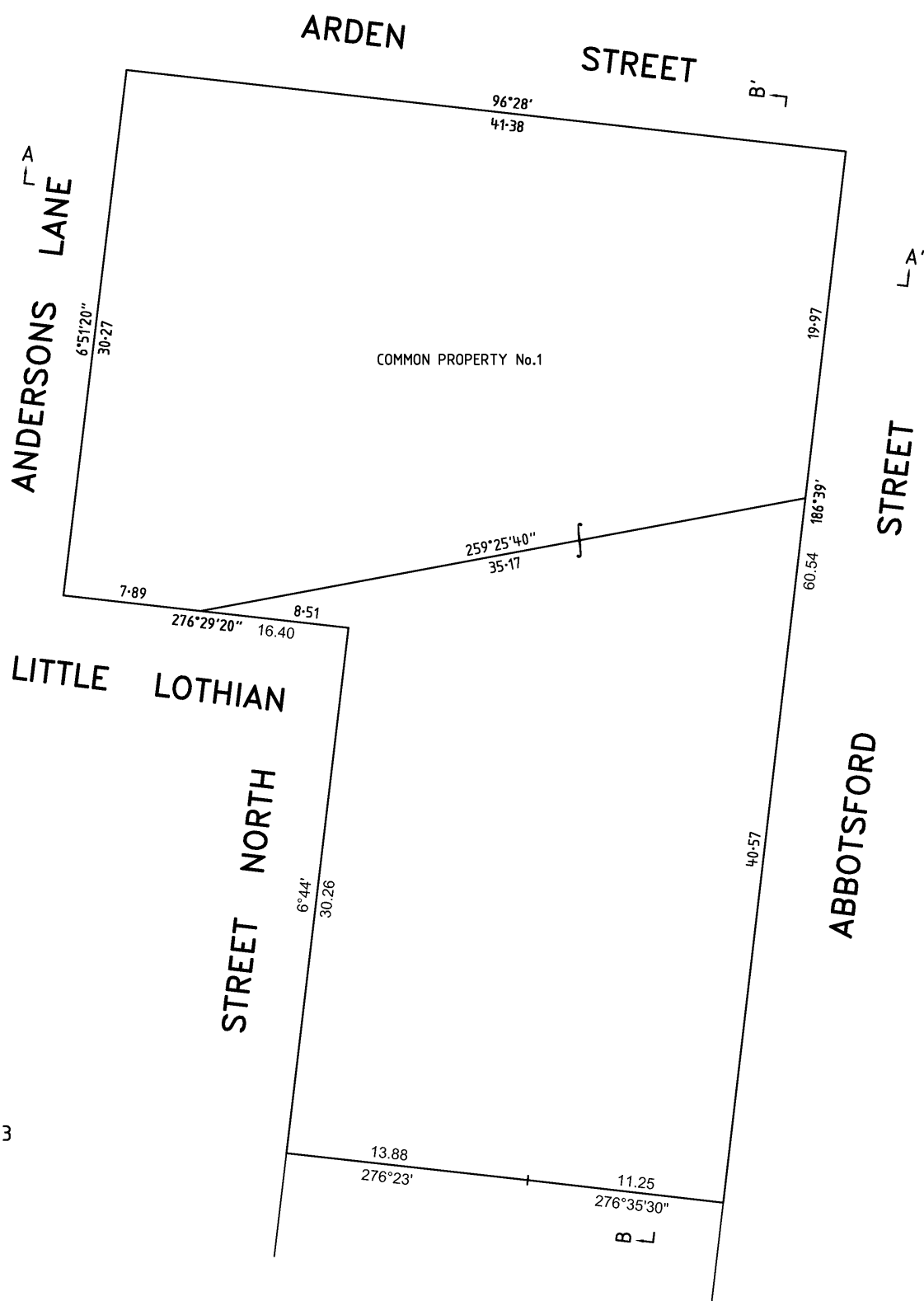
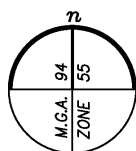


DIAGRAM B3
BASEMENT
LEVEL 3

veris

VERIS AUSTRALIA PTY LTD
A | Level 3, 1 Southbank Blvd
 Southbank VIC 3006
T | +61 3 7019 8400
E | melbourne@veris.com.au
W | www.veris.com.au

LICENSED SURVEYOR LACHLAN JAMES McCLEARY

SCALE
1:250

2.5 0 5 10

LENGTHS ARE IN METRES

DATE 28/06/22

REFERENCE 32196

VERSION A

DRAWING 32196-S106-FX-A

ORIGINAL SHEET SIZE A3

SHEET 15

PS 739456J

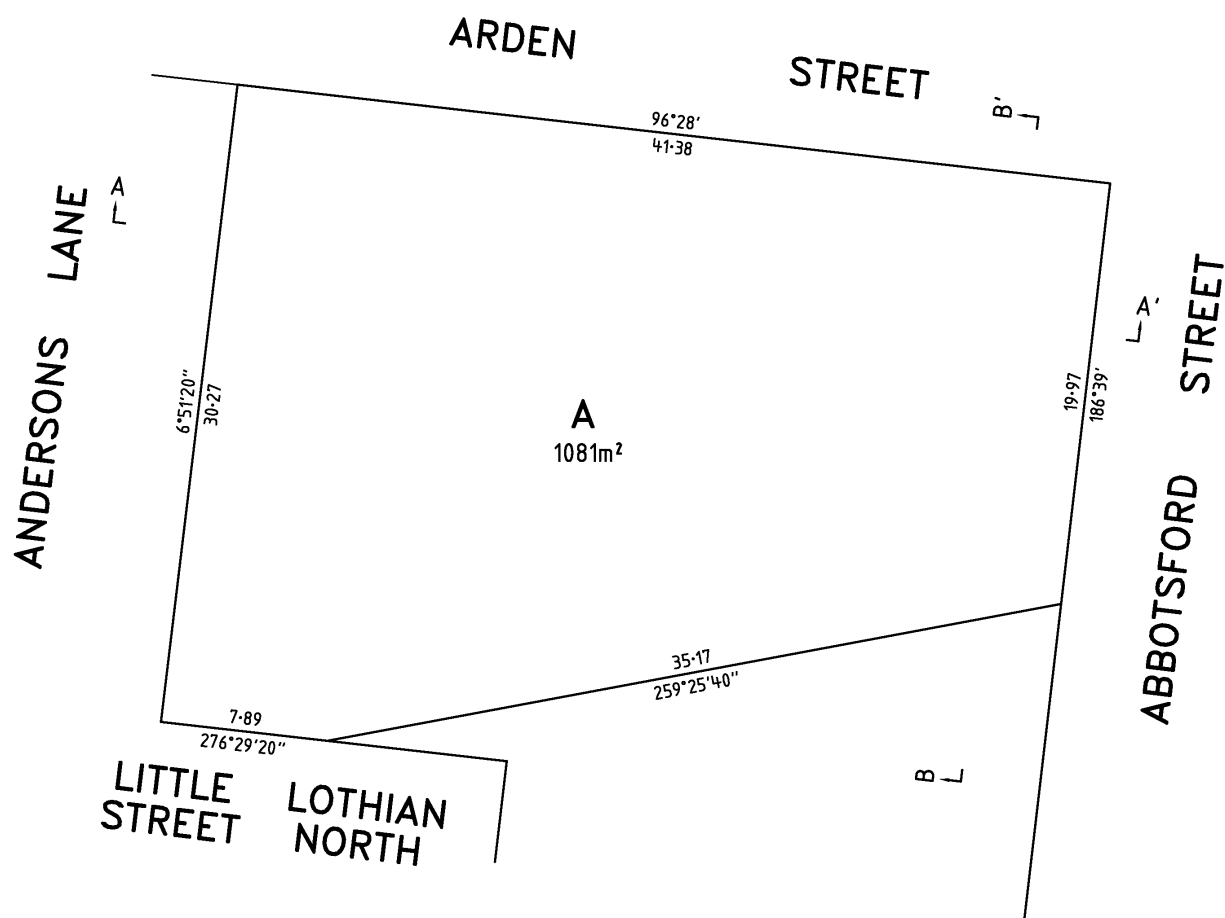
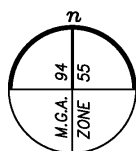


DIAGRAM SS
SUB-SURFACE
-1.05m AHD AND BELOW

veris

VERIS AUSTRALIA PTY LTD
A | Level 3, 1 Southbank Blvd
 Southbank VIC 3006
T | +61 3 7019 8400
E | melbourne@veris.com.au
W | www.veris.com.au

LICENSED SURVEYOR LACHLAN JAMES McCLEARY

SCALE
1:250

2.5 0 5 10

LENGTHS ARE IN METRES

DATE 28/06/22

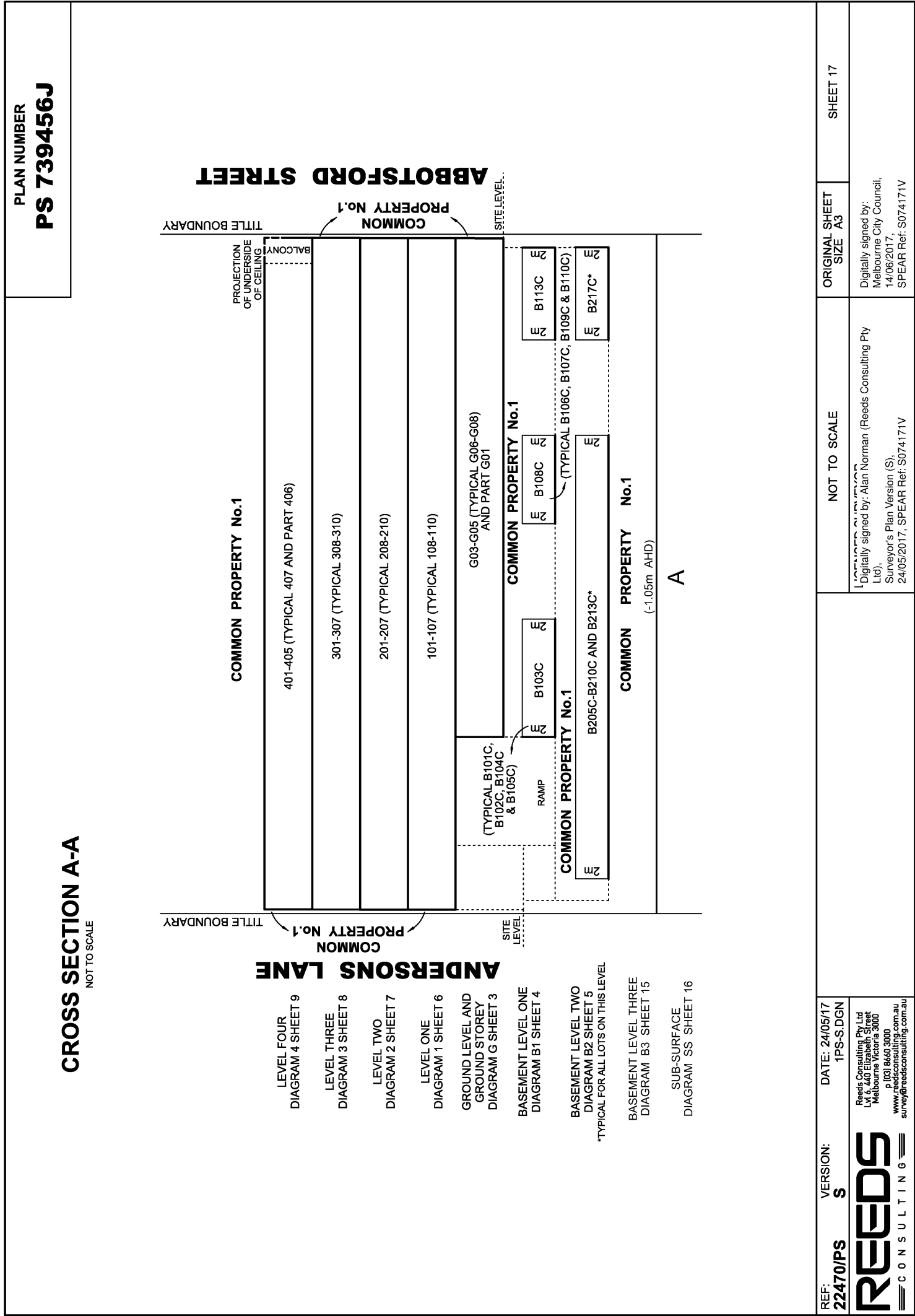
REFERENCE 32196

VERSION A

DRAWING 32196-S106-FX-A

ORIGINAL SHEET SIZE A3

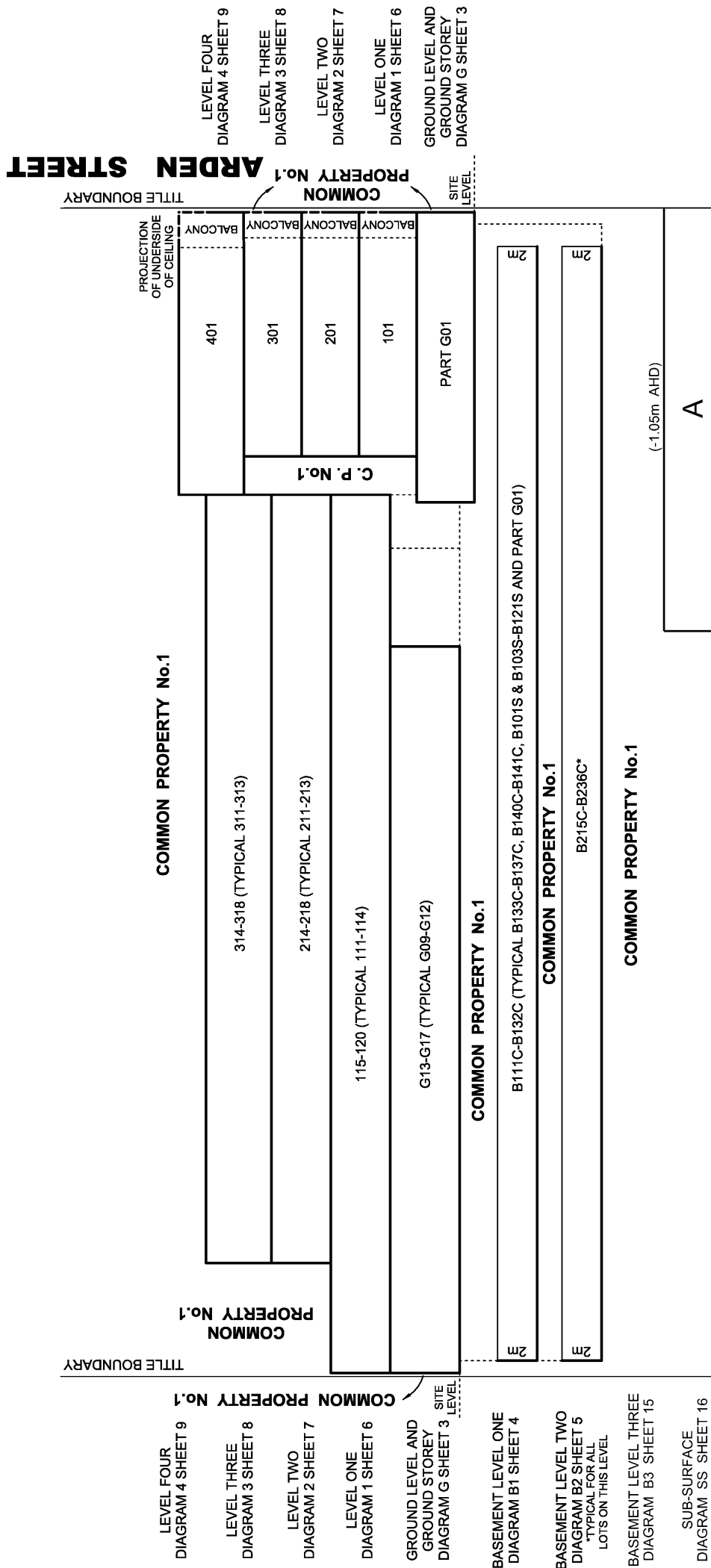
SHEET 16



NOT TO SCALE

PLAN NUMBER

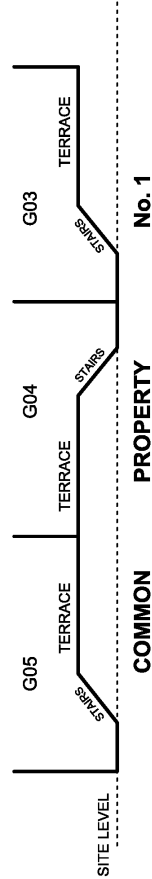
PS 739456J



<div>REF: 22470/PS</div> <div></div> <div>Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</div>	VERSION: S	DATE: 24/05/17 1PS-S.DGN				
				NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 18
			Digitally signed by: Melbourne City Council, 14/06/2017, SPEAR Ref: S074171V			
			Digitally signed by: Alan Norman (Reeds Consulting Pty Ltd), Surveyor's Plan Version (S), 24/05/2017, SPEAR Ref: S074171V			

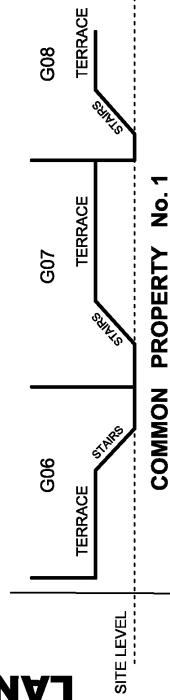
PLAN NUMBER
PS 739456J

CROSS SECTION X-X
NOT TO SCALE

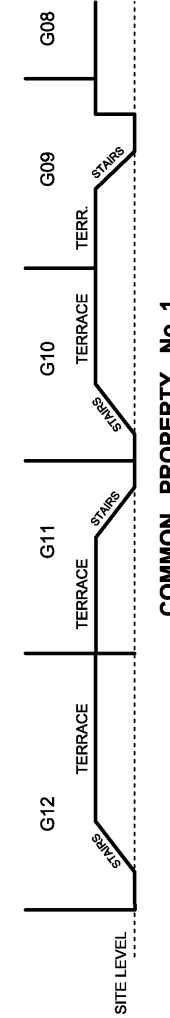


ANDERSONS
LANE

CROSS SECTION X²-X²
NOT TO SCALE



CROSS SECTION X³-X³
NOT TO SCALE



REF: **22470/PS** VERSION: **S** DATE: 24/05/17
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NOT TO SCALE

ORIGINAL SHEET SIZE A3

SHEET 19

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14/06/2017,
SPEAR Ref: S074171V

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PS739456J

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

[illegible]

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1102352

APPLICANT'S NAME & ADDRESS

NICHOLAS JAMES LAWYERS C/- INFOTRACK (LEAP) C/-
LANDATA
DOCKLANDS

VENDOR

ENSIKAT, DAVID

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

355574

This certificate is issued for:
LOT G08 PLAN PS739456, LOT CM1 PLAN PS739456 ALSO KNOWN AS 68 LITTLE LOTHIAN STREET NORTH
NORTH MELBOURNE
MELBOURNE CITY

The land is covered by the:
MELBOURNE PLANNING SCHEME

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

- The land:
- is included in a MIXED USE ZONE
 - is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 70
 - and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 66
 - and a PARKING OVERLAY - PRECINCT 12
 - and a SPECIAL BUILDING OVERLAY - SCHEDULE 3
 - and a HERITAGE OVERLAY (HO3)
 - and a DESIGN AND DEVELOPMENT OVERLAY SCHEDULE 26
 - and a DESIGN AND DEVELOPMENT OVERLAY SCHEDULE 32

A Proposed Amending Planning Scheme C376melb has been placed on public exhibition which shows this property :
- is within a DESIGN AND DEVELOPMENT OVERLAY - C376melb

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

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

20 January 2025
Sonya Kilkeny
Minister for Planning

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

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

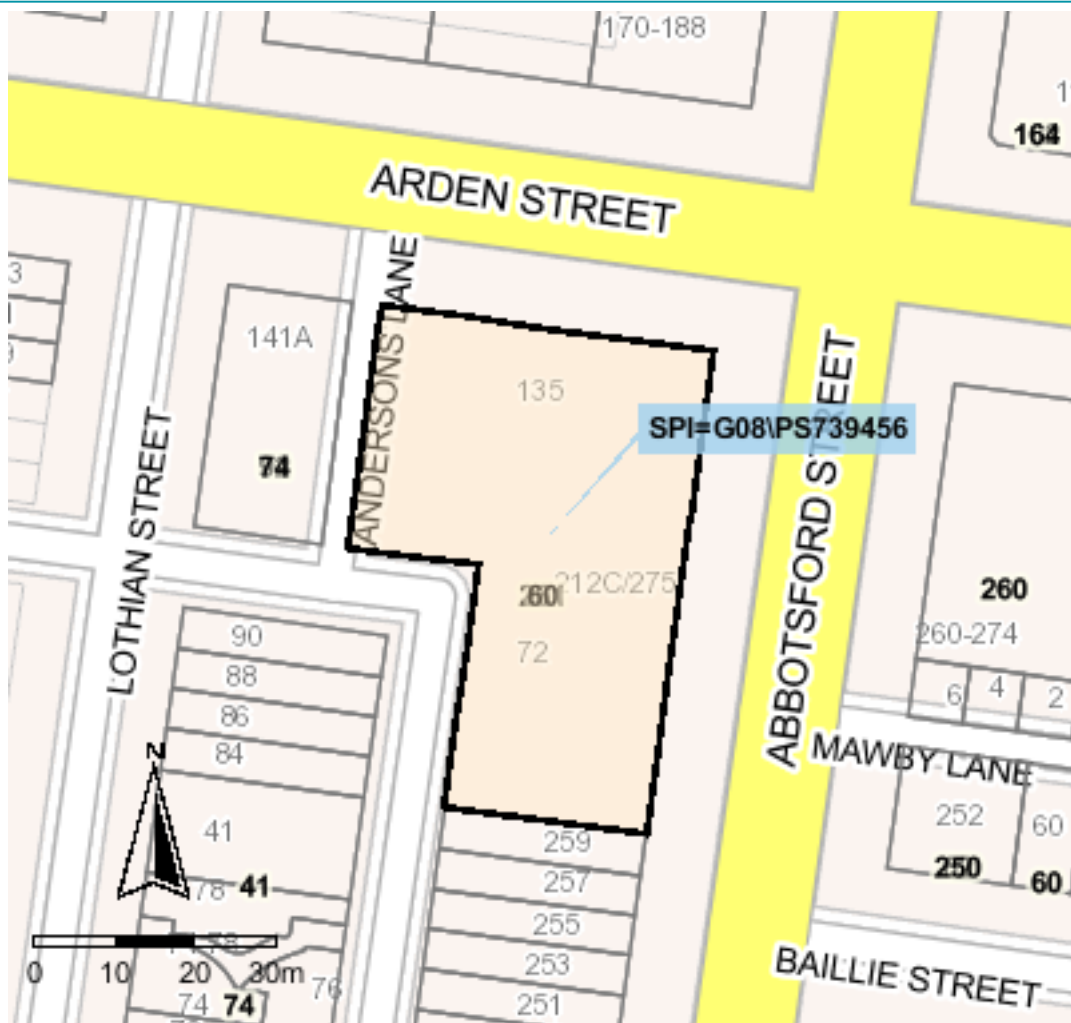
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PROPERTY REPORT

From www.land.vic.gov.au at 25 February 2025 10:19 AM

PROPERTY DETAILS

Address: **68 LITTLE LOTHIAN STREET N NORTH MELBOURNE 3051**

Lot and Plan Number: **Lot G08 PS739456**

Standard Parcel Identifier (SPI): **G08\PS739456**

Local Government Area (Council): **MELBOURNE**

Council Property Number: **687586**

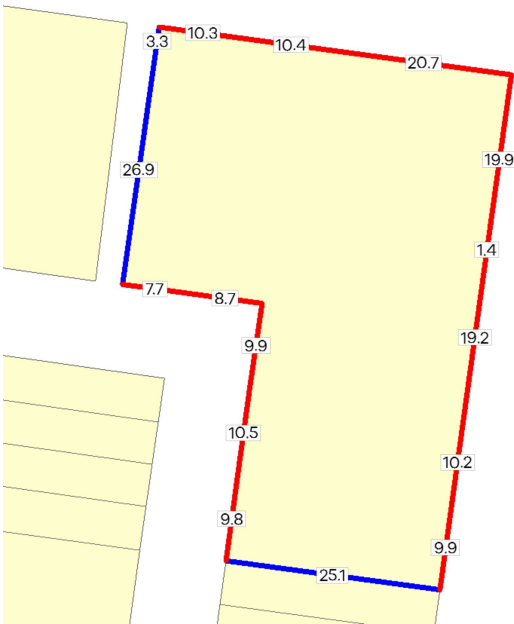
Directory Reference: **Melway 2A G8**

www.melbourne.vic.gov.au

Note: There are 206 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 2014 sq. m

Perimeter: 204 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **MELBOURNE**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 25 February 2025 11:01 AM

PROPERTY DETAILS

Address: 121C/275 ABBOTSFORD STREET NORTH MELBOURNE 3051
Lot and Plan Number: Lot B121C PS739456
Standard Parcel Identifier (SPI): B121C\PS739456
Local Government Area (Council): MELBOURNE www.melbourne.vic.gov.au
Council Property Number: 687679
Planning Scheme: Melbourne [Planning Scheme - Melbourne](#)
Directory Reference: Melway 2A G8

UTILITIES

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

STATE ELECTORATES

Legislative Council: NORTHERN METROPOLITAN
Legislative Assembly: MELBOURNE

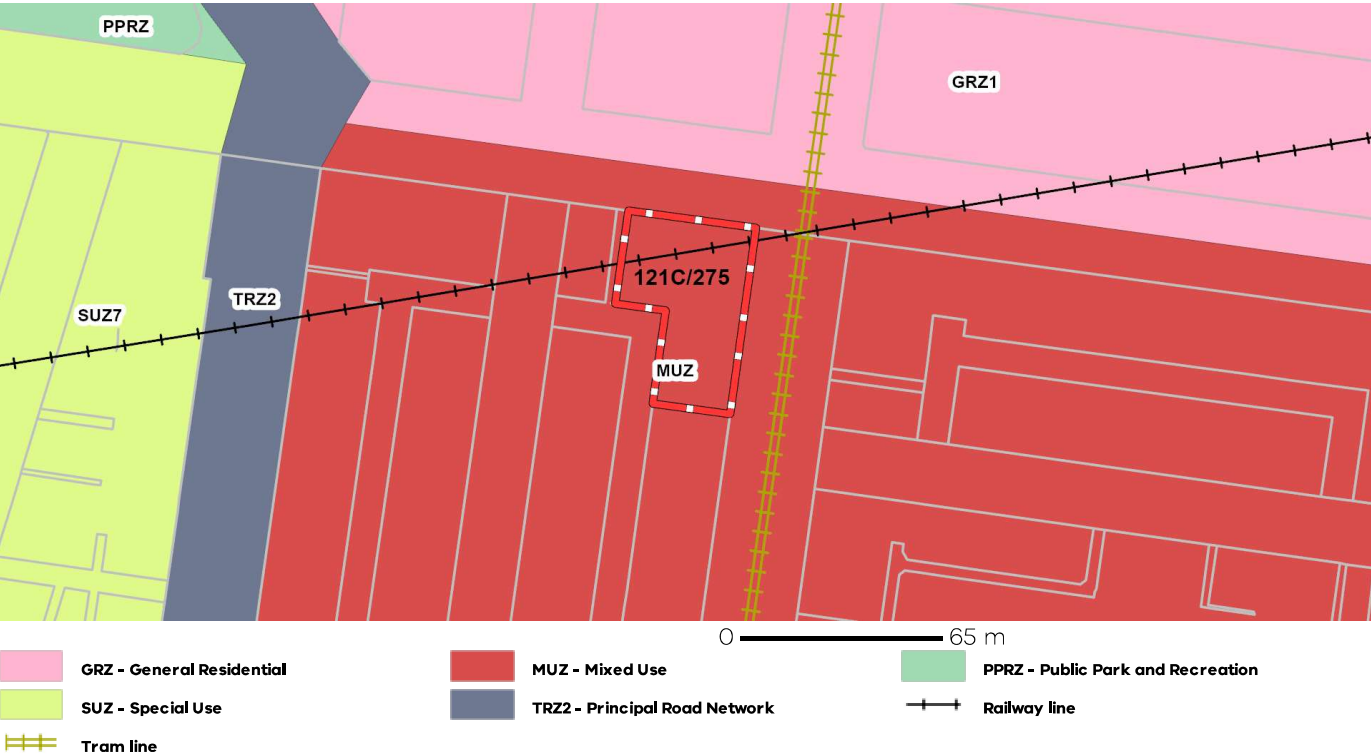
OTHER

Registered Aboriginal Party: Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation

[View location in VicPlan](#)

Planning Zones

[MIXED USE ZONE \(MUZ\)](#)
[SCHEDULE TO THE MIXED USE ZONE \(MUZ\)](#)



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

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Planning Overlays

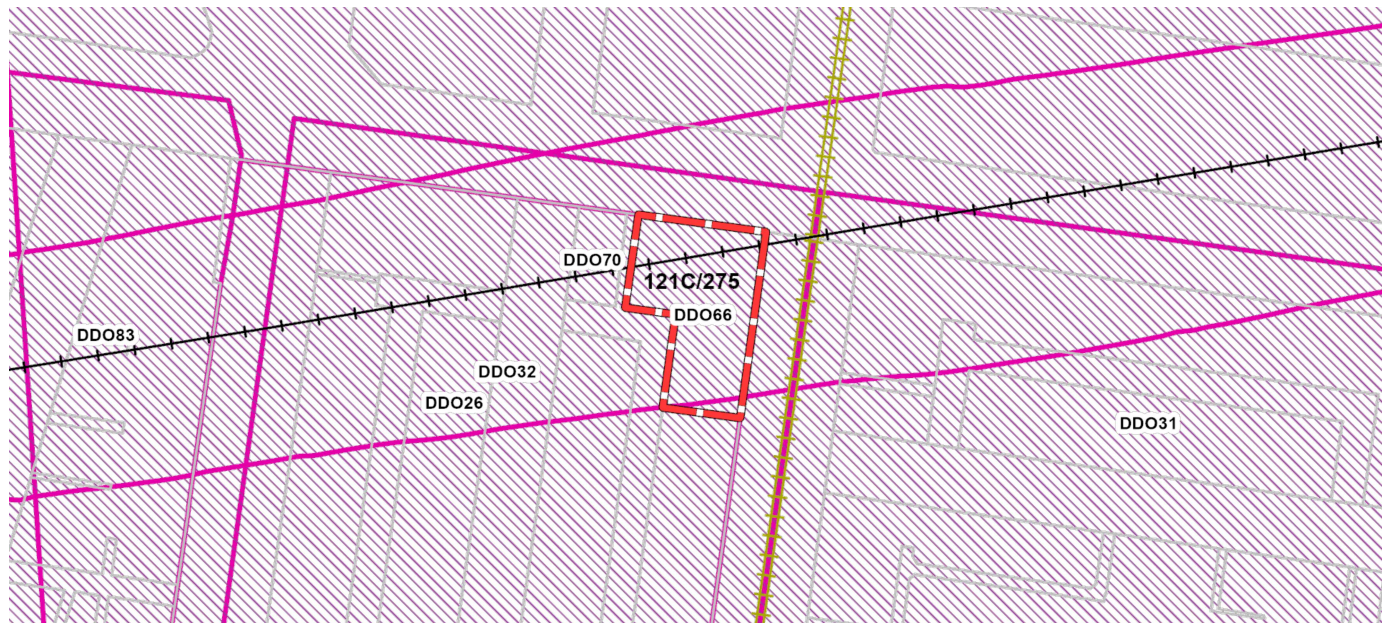
[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 26 \(DDO26\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 32 \(DDO32\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 66 \(DDO66\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 70 \(DDO70\)](#)

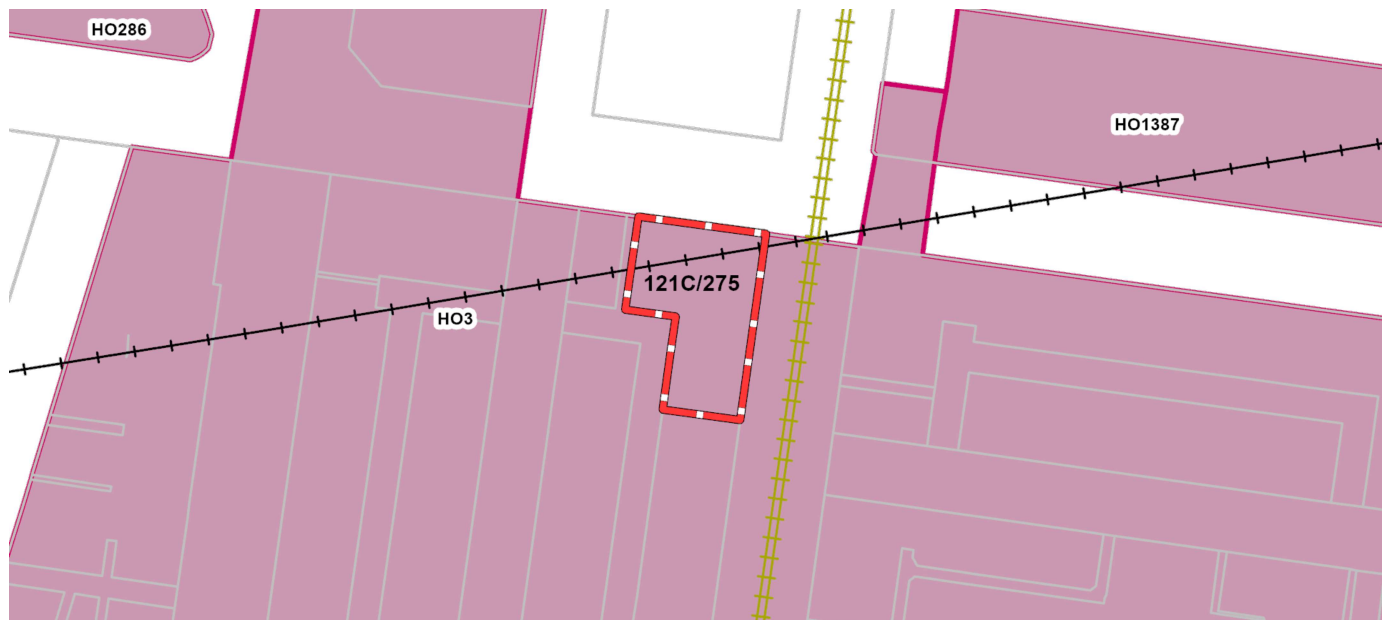


DDO - Design and Development Overlay **Railway line** **Tram line**

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

[HERITAGE OVERLAY \(HO\)](#)

[HERITAGE OVERLAY - SCHEDULE \(HO3\)](#)



HO - Heritage Overlay **Railway line** **Tram line**

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

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 121C/275 ABBOTSFORD STREET NORTH MELBOURNE 3051

Page 2 of 5

PLANNING PROPERTY REPORT



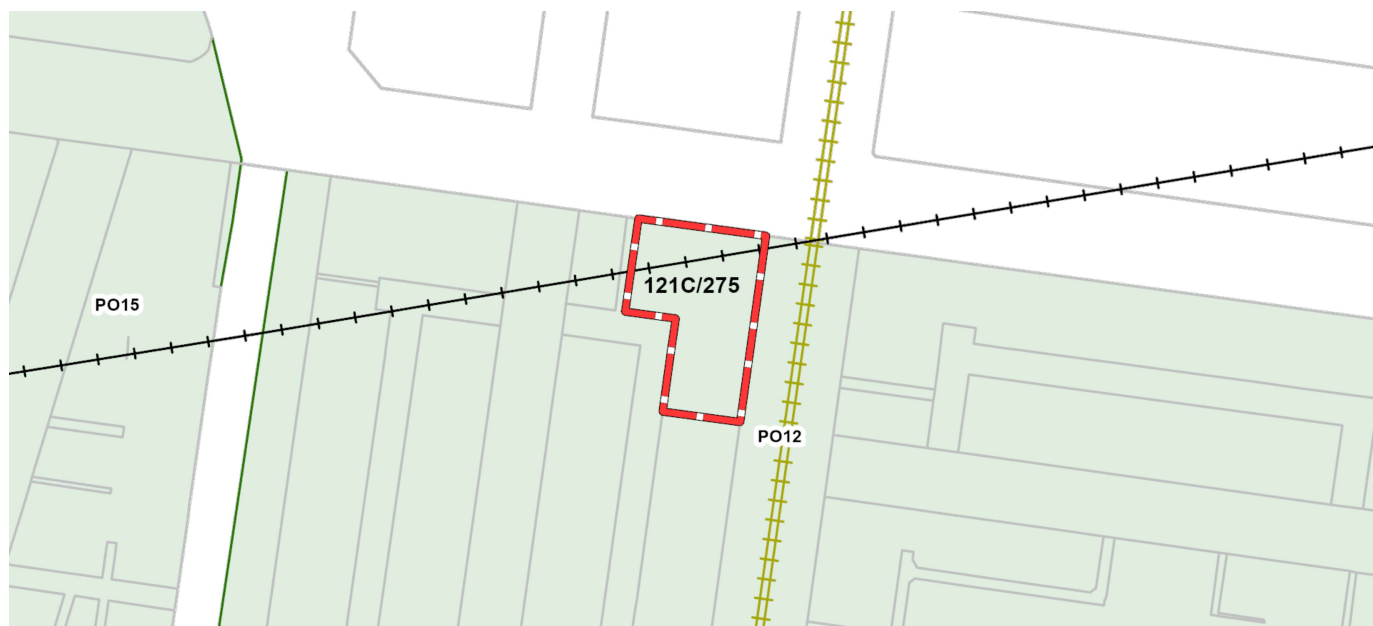
VICTORIA
State
Government

Department
of Transport
and Planning

Planning Overlays

[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 12 SCHEDULE \(PO12\)](#)



PO - Parking Overlay

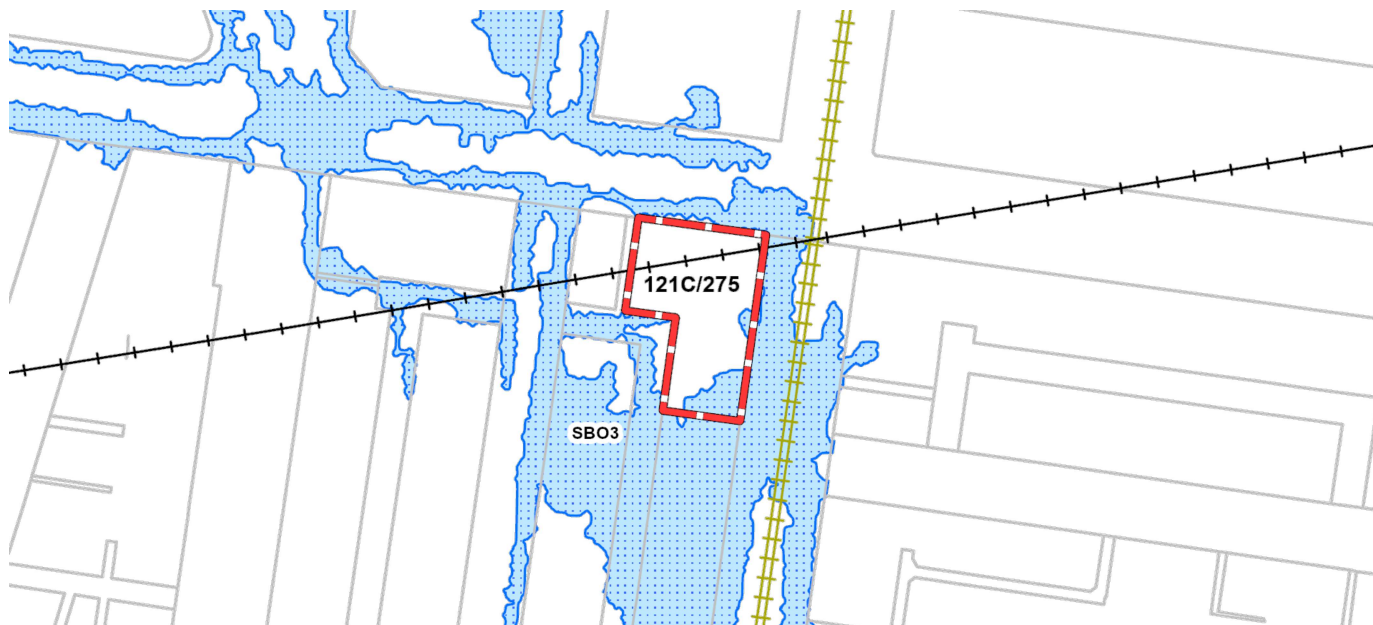
Railway line

Tram line

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

[SPECIAL BUILDING OVERLAY \(SBO\)](#)

[SPECIAL BUILDING OVERLAY - SCHEDULE 3 \(SBO3\)](#)



SBO - Special Building Overlay

Railway line

Tram line

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

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PLANNING PROPERTY REPORT: 121C/275 ABBOTSFORD STREET NORTH MELBOURNE 3051

Page 3 of 5

PLANNING PROPERTY REPORT



VICTORIA
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Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[BUFFER AREA OVERLAY \(BAO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)



Further Planning Information

Planning scheme data last updated on 20 February 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

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PLANNING PROPERTY REPORT: 121C/275 ABBOTSFORD STREET NORTH MELBOURNE 3051

Page 4 of 5

PLANNING PROPERTY REPORT



VICTORIA
State
Government

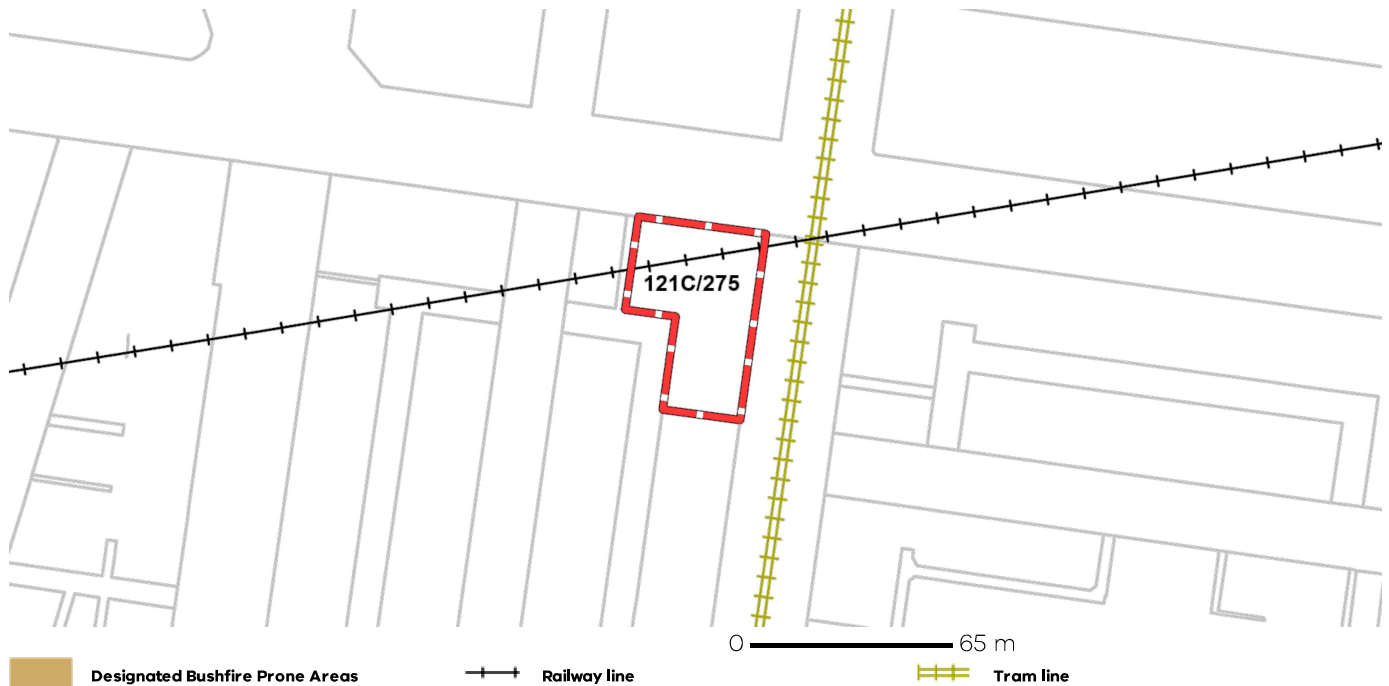
Department
of Transport
and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://naturekit.environment.vic.gov.au/)

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PLANNING PROPERTY REPORT: 121C/275 ABBOTSFORD STREET NORTH MELBOURNE 3051

Page 5 of 5

PROPERTY REPORT

From www.land.vic.gov.au at 25 February 2025 11:01 AM

PROPERTY DETAILS

Address: **121C/275 ABBOTSFORD STREET NORTH MELBOURNE 3051**

Lot and Plan Number: **Lot B121C PS739456**

Standard Parcel Identifier (SPI): **B121C\PS739456**

Local Government Area (Council): **MELBOURNE**

Council Property Number: **687679**

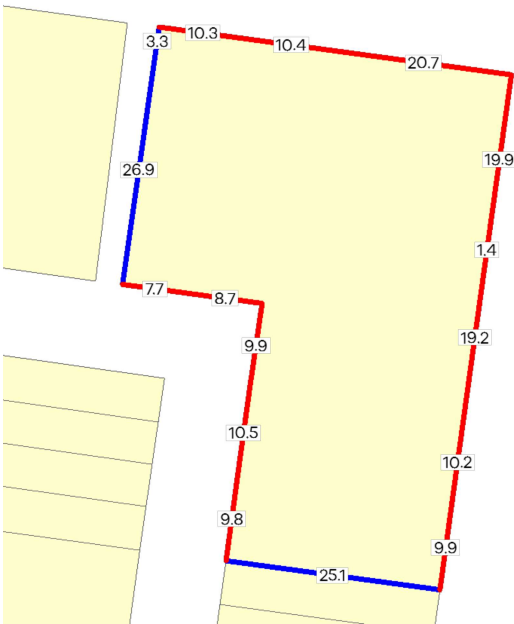
Directory Reference: **Melway 2A G8**

www.melbourne.vic.gov.au

Note: There are 206 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 2014 sq. m

Perimeter: 204 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **MELBOURNE**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - [Planning Property Report](#)

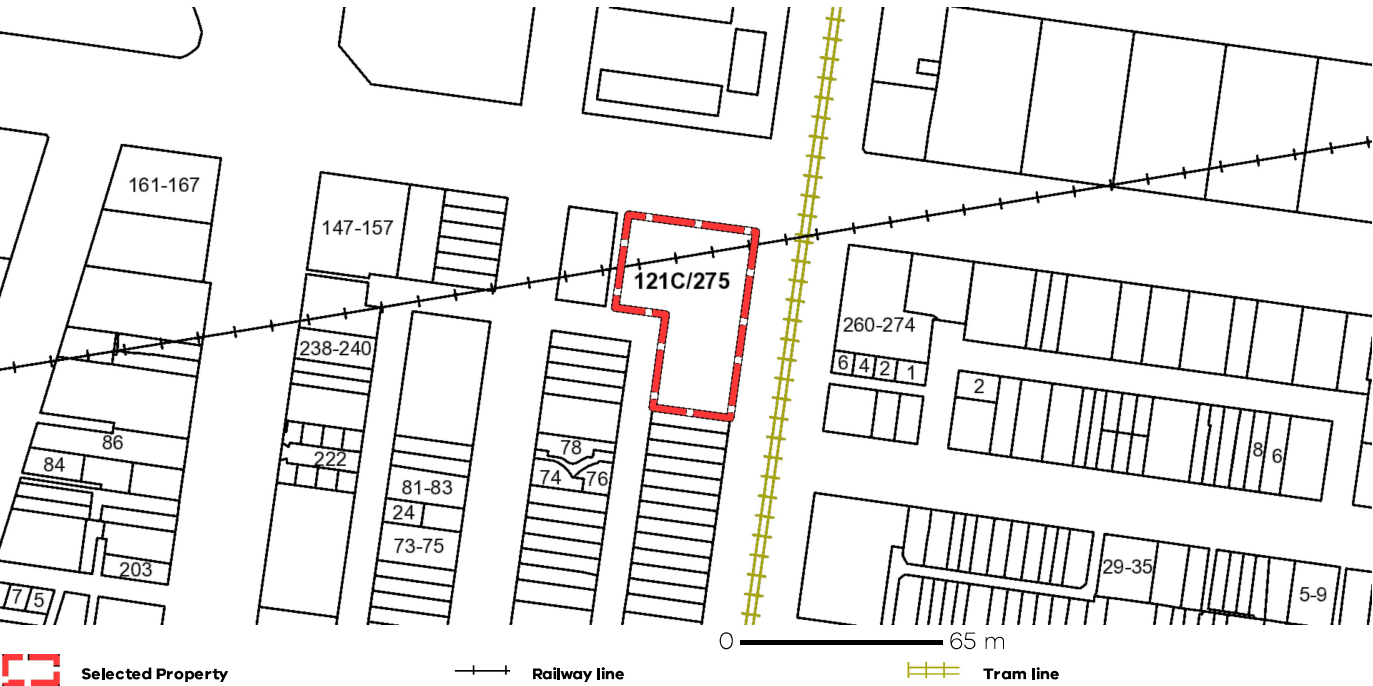
Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 25 February 2025 10:18 AM

PROPERTY DETAILS

Address:	68 LITTLE LOTHIAN STREET N NORTH MELBOURNE 3051	
Lot and Plan Number:	Lot G08 PS739456	
Standard Parcel Identifier (SPI):	G08\PS739456	
Local Government Area (Council):	MELBOURNE	www.melbourne.vic.gov.au
Council Property Number:	687586	
Planning Scheme:	Melbourne	Planning Scheme - Melbourne
Directory Reference:	Melway 2A G8	

UTILITIES

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

STATE ELECTORATES

Legislative Council:	NORTHERN METROPOLITAN
Legislative Assembly:	MELBOURNE

OTHER

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

[View location in VicPlan](#)

Planning Zones

[MIXED USE ZONE \(MUZ\)](#)
[SCHEDULE TO THE MIXED USE ZONE \(MUZ\)](#)



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

PLANNING PROPERTY REPORT

Planning Overlays

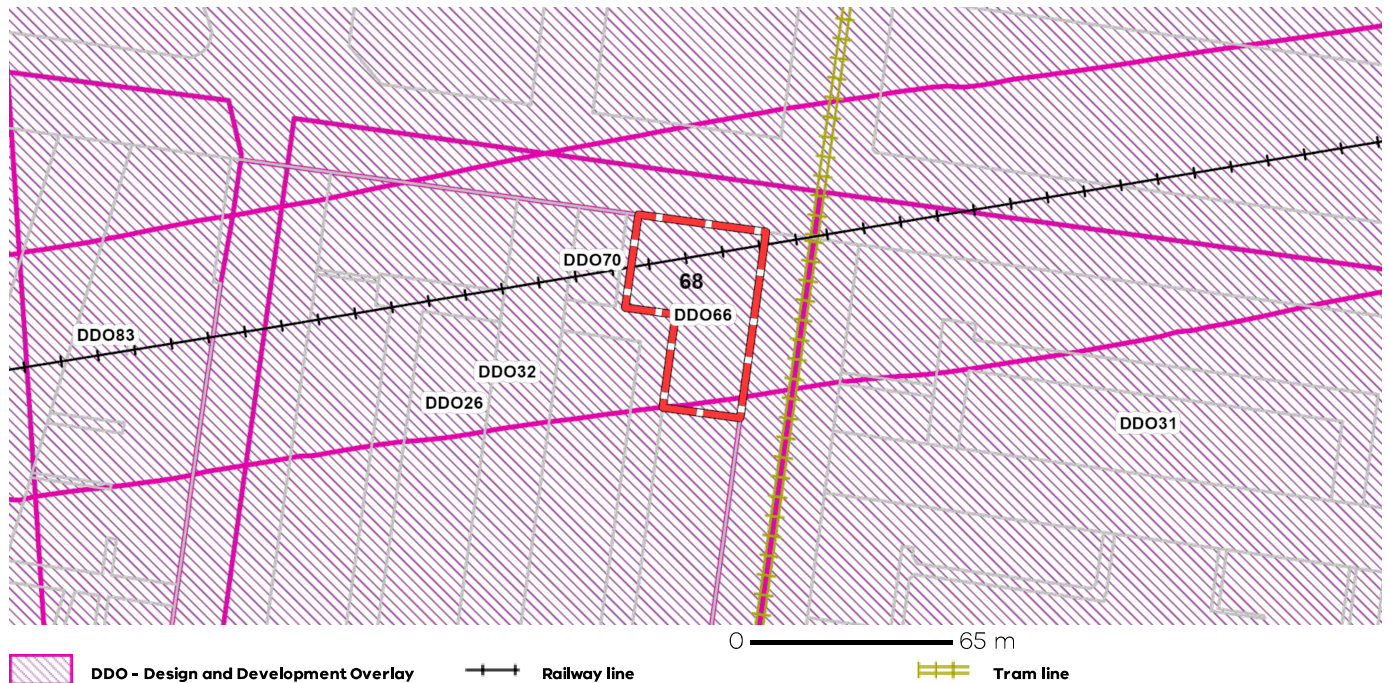
DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 26 (DDO26)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 32 (DDO32)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 66 (DDO66)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 70 (DDO70)



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

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO3)



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

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PLANNING PROPERTY REPORT: 68 LITTLE LOTHIAN STREET N NORTH MELBOURNE 3051

Page 2 of 5

PLANNING PROPERTY REPORT



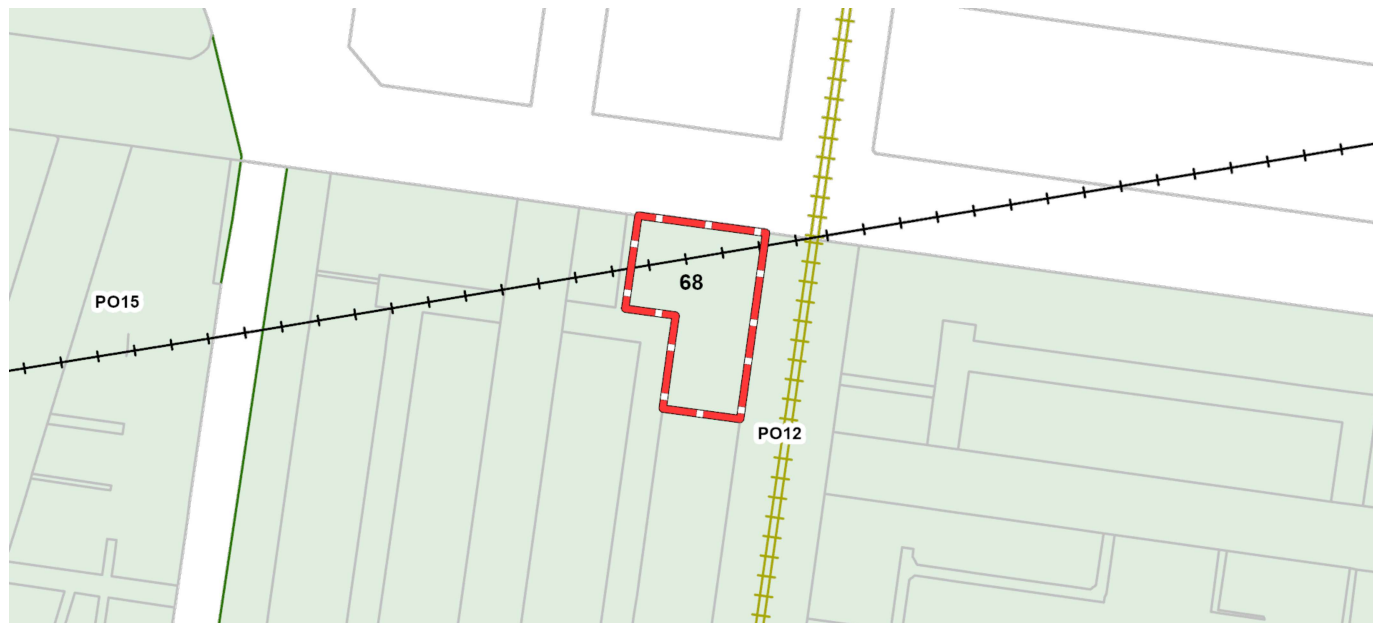
VICTORIA
State
Government

Department
of Transport
and Planning

Planning Overlays

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 12 SCHEDULE (PO12)



PO - Parking Overlay

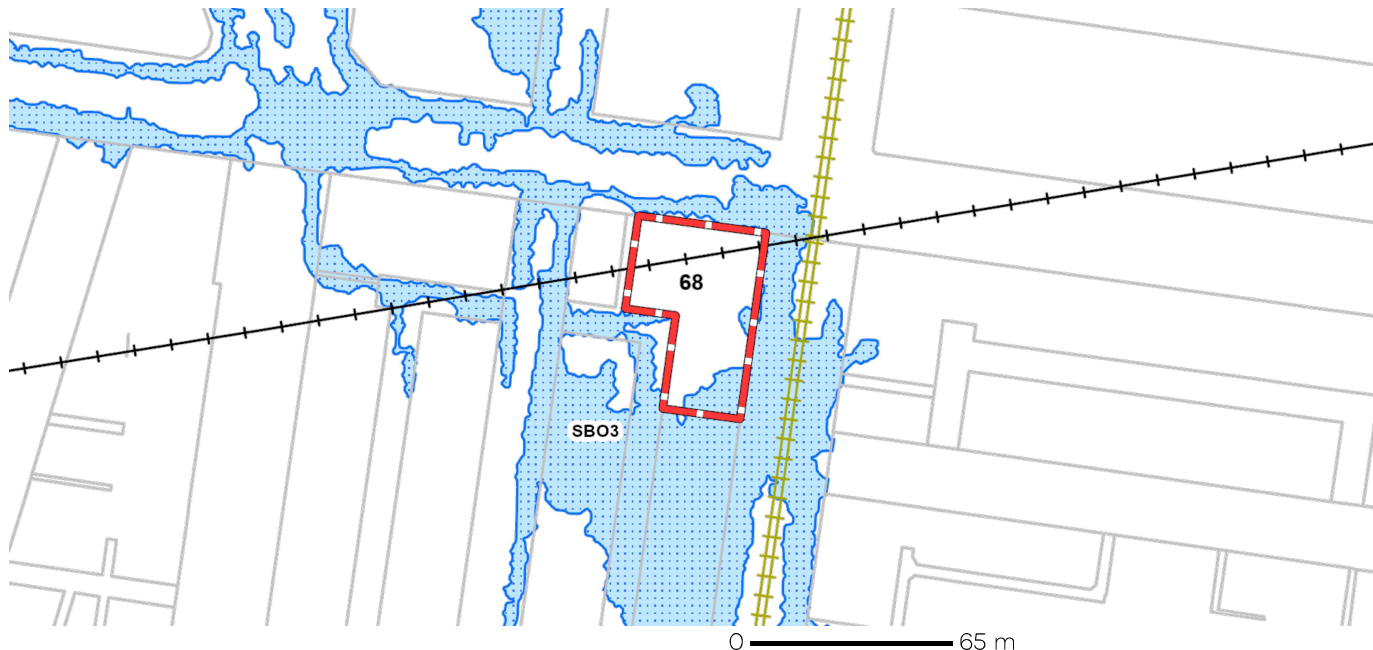
Railway line

Tram line

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

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY - SCHEDULE 3 (SBO3)



SBO - Special Building Overlay

Railway line

Tram line

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

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PLANNING PROPERTY REPORT: 68 LITTLE LOTHIAN STREET N NORTH MELBOURNE 3051

Page 3 of 5

PLANNING PROPERTY REPORT



VICTORIA
State
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Department
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Planning Overlays

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Page 4 of 5

PLANNING PROPERTY REPORT



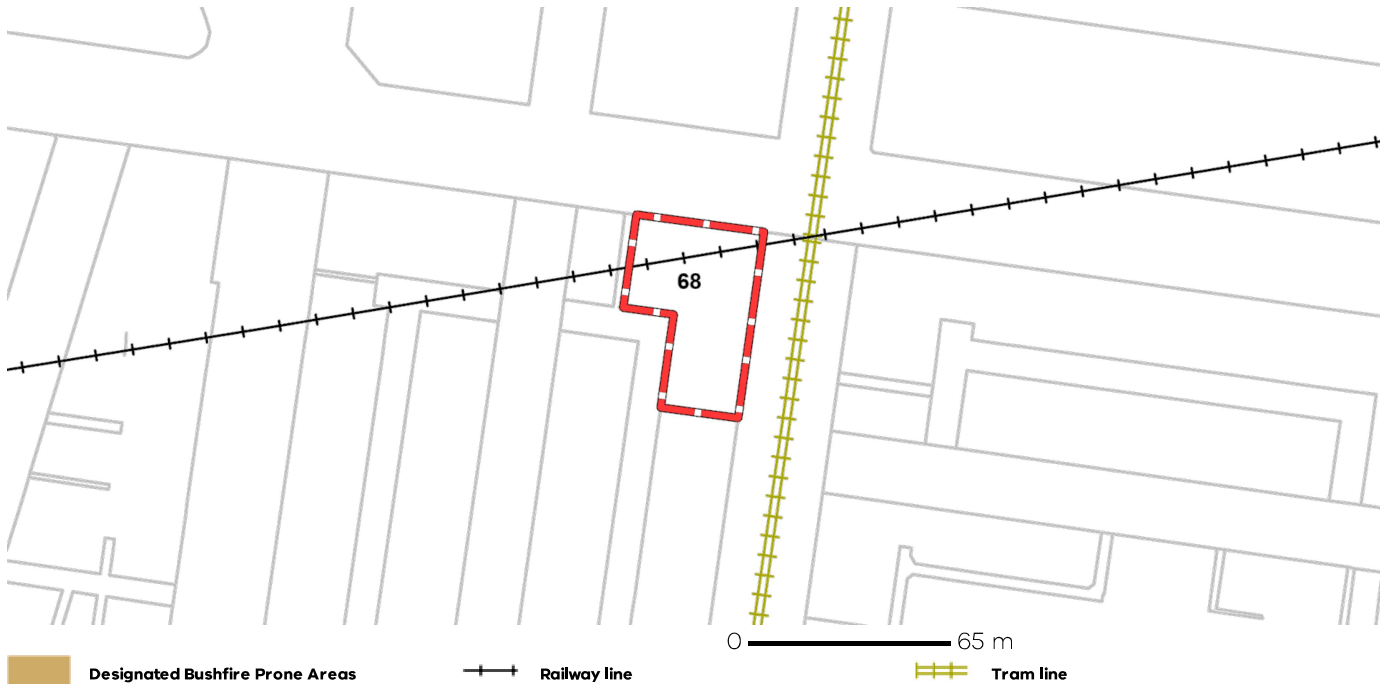
Department
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Number of Pages (excluding this cover sheet)	26
Document Assembled	25/02/2025 10:57

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AN921517Q**Form 21**

Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE
RECORDING OF AN AGREEMENT****Planning and Environment Act 1987**

Lodged by: Hunt & Hunt

Name:

Phone:

Address: Level 5, 114 William Street, Melbourne 3000

Ref:

Customer Code: 1188V

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

Land:	<i>Lots</i>				
	B101C	B102C	B103C	B104C	B105C
	B106C	B107C	B108C	B109C	B110C
	B111C	B112C	B113C	B114C	B115C
	B116C	B117C	B118C	B119C	B120C
	B121C	B122C	B123C	B124C	B125C
	B126C	B127C	B128C	B129C	B130C
	B131C	B132C	B133C	B134C	B135C
	B136C	B137C	B140C	B141C	B201C
	B202C	B203C	B204C	B205C	B206C
	B207C	B208C	B209C	B210C	B211C
	B212C	B213C	B214C	B214AC	B215C
	B216C	B217C	B218C	B219C	B220C
	B221C	B222C	B223C	B224C	B225C
	B226C	B227C	B228C	B229C	B230C
	B231C	B232C	B233C	B234C	B235C
	B236C	B237C	B238C	B239C	B240C
	B241C	B242C	B243C	B244C	B201M
	B202M	B101S	B103S	B104S	B105S
	B106S	B109S	B110S	B111S	B112S
	B113S	B114S	B115S	B116S	B117S
	B118S	B119S	B120S	B121S	B201S
	B202S	B203S	B213S	B214S	B215S
	B218S	B219S	B221S	B222S	B223S
	B224S	B225S	B226S	B227S	B228S
	B229S	B230S	B231S	B232S	B233S
	B234S	B235S			

on the attached plan being part of the land contained in Certificates of Title Volume 6598 Folio 418, Volume 6141 Folio 047, Volume 6141 Folio 048, Volume 11261 Folio 263, Volume 9582 Folio 825, Volume 11493 Folio 344 and Volume 3988 Folio 518.

AN921517Q

Responsible authority:

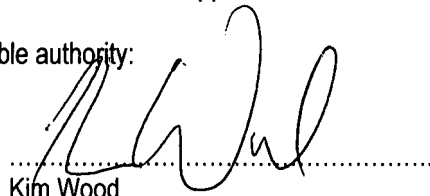
**Melbourne City Council
Town Hall
90 Swanston Street
Melbourne, Victoria, 3000**

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987.

A copy of the agreement is attached to this application.

Signature for the responsible authority:

A handwritten signature in black ink, appearing to read 'Kim Wood', is written over a horizontal dotted line.

Name of Officer:

Kim Wood

Title of Officer:

Chief Legal Counsel

Date:

6 June 2017

AN921517Q

SECTION 173 AGREEMENT

Dated the **6th** day of **June**, 2017

MELBOURNE CITY COUNCIL

and

**V G PROPERTY HOLDINGS PTY LTD
(ACN 089 086 822)**

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

Land 135-139 Arden Street, 261-285 Abbotsford Street and 60-72 Little Lothian Street, North
Melbourne

This agreement only applies to that part of the Land shown as a Car Park Lot, Motorcycle
Lot or Storage Lot on the Plan attached in Appendix A and defined by the agreement.

MELBOURNE CITY COUNCIL
Governance and Legal
3rd Floor Town Hall
90 Swanston Street
MELBOURNE VIC 3000
Melbourne City Council

SECTION 173 AGREEMENT CONTENTS

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2. INTERPRETATION	2
3. AGREEMENT UNDER SECTION 173 OF THE ACT	2
4. AGREEMENT RUNS WITH THE LAND	2
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16. SEVERABILITY	5
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19. ENDING OF AGREEMENT	6
SCHEDULE	7
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PARTIES: **MELBOURNE CITY COUNCIL** of Town Hall, Swanston Street,
Melbourne, Victoria 3000 ('Council')

The Party referred to in Item 1 of the Schedule ('Owner')

RECITALS:

- A. The Council is the responsible authority for the administration of the Scheme pursuant to the provisions of the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Land.
- C. The Council issued the Permit.
- D. The Permit allows the use or development referred to in Item 4 of the Schedule.
- E. The Permit is conditional on the Owner entering into an Agreement under Section 173 of the Act with the responsible authority. The Agreement must provide for the matters referred to in Item 5 of the Schedule.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Agreement (including the Recitals) the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1. **'Act'** means the *Planning and Environment Act 1987*.
- 1.2. **'Agreement'** means this agreement made under Section 173 of the Act.
- 1.3. **'Car Park Lot'** means the Lots on the Plan which are intended to be used for car parking, being the land in Lots B101C to B141C inclusive, B201C to B214C inclusive, B214AC and B215C to B244C inclusive.
- 1.4. **'Commencement Date'** means the date on which this Agreement commences and referred to in Item 6 of the Schedule.
- 1.5. **'Council's Representative'** means the person referred to in Item 7 of the Schedule.
- 1.6. **'Land'** means the land described in Item 2 of the Schedule.
- 1.7. **'Lot'** means a lot on the Plan.
- 1.8. **'Motorcycle Lot'** means the Lots on the Plan which are intended to be used for motorcycle parking, being the land in Lots B201M and B202M.

- 1.9. **'Owner'** means the person or persons entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the Land or any part of it.
- 1.10. **'Permit'** means the Planning Permit referred to in Item 3 of the Schedule.
- 1.11. **'Plan'** means the plan attached in Appendix A.
- 1.12. **'Planning Approval'** shall mean and include any planning permit issued in accordance with the Act.
- 1.13. **'Prime Lot'** means a Lot on the Plan other than a Car Park Lot, Motorcycle Lot or Storage Lot.
- 1.14. **'Scheme'** means the Melbourne Planning Scheme.
- 1.15. **'Storage Lot'** means the Lots on the Plan which are intended to be used as a storeroom or for storage purposes, being the land in Lots B101S, B103S to B121S inclusive and B201S to ~~B238S~~ ^{B235S} inclusive.
- 1.16. **'Termination Date'** means the date or specified event referred to in Item 8 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act.

2. INTERPRETATION

- 2.1. Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to each other gender.
- 2.3. A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4. If the Owner is more than one person this Agreement binds them jointly and each of them severally.
- 2.5. A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it, and a regulation or statutory instrument issued under it.
- 2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 2.7. The Recitals to this Agreement are and will be deemed to form part of this Agreement.
- 2.8. Any reference in this Agreement to the Council includes its agents, officers, employees, servants, workers and contractors.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

4. AGREEMENT RUNS WITH THE LAND

This Agreement shall be deemed to come into force and effect as from the Commencement Date and the benefit and burden of this Agreement shall run with and be annexed to the Land.

5. PLANNING OBJECTIVES

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme and any matters incidental thereto.

6. BINDING COVENANTS

The obligations of the Owner under this Agreement will take effect as separate and several covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.

7. SUCCESSORS IN TITLE

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

- 7.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement
- 7.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

8. COVENANTS OF OWNER

The Owner covenants and agrees that:

- 8.1. it will not sell or otherwise transfer its interest in any Car Park Lot, Motorcycle Lot or Storage Lot other than to an Owner of a Prime Lot. (It is acknowledged that the sale by the Owner of a Car Park Lot, Motorcycle Lot or Storage Lot to a party to whom the Owner is simultaneously selling a Prime Lot will not breach this clause)
- 8.2. a Car Park Lot may only be used for car parking and only by the Owner, or by occupiers of, or bona fide visitors to, a Prime Lot
- 8.3. a Motorcycle Lot may only be used for motorcycle parking and only by the Owner, or by occupiers of, or bona fide visitors to, a Prime Lot
- 8.4. a Storage Lot may only be used as a storeroom or for storage purposes and only by the Owner, or by occupiers of, or bona fide visitors to, a Prime Lot
- 8.5. it shall not be an owner of any Car Park Lot, Motorcycle Lot or Storage Lot unless it is concurrently the owner of a Prime Lot
- 8.6. there are no mortgages, liens charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land not disclosed by the usual searches or notified to the Council
- 8.7. no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958*

- 8.8. it will do all things necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings
- 8.9. it consents to the Council making application to the Registrar of the Land Titles Office to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section
- 8.10. it will indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the matters referred to in this Agreement or any breach of this Agreement.

9. COSTS

The Owner shall forthwith pay on demand to the Council the Council's costs and expenses including legal expenses of and incidental to:

- 9.1. the negotiation, preparation, execution registration and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advice and assistance) charges and expenses for which the Council may pay, incur or expend, in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied and on the Owner's part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained
- 9.2. administration and supervision costs of the Council properly and reasonably incurred in relation to this Agreement except for administration and supervision which the Council is obliged to undertake pursuant to its statutory duties
- 9.3. any request by the Owner for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied immediately the Council shall have expended or incurred the same.

10. DEFAULT OF OWNER

In the event of the Owner defaulting or failing to perform any of the Owner's obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner and any such costs shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

11. INTEREST AND CHARGE

- 11.1. If any of the monies payable pursuant to this Agreement are not paid by the due date, the amount then due and unpaid shall attract interest from the relevant due date until the date when such money is paid at the rate of interest from time to time which the Council may be authorised by legislation to charge as interest on any unpaid rates and charges.

11.2. Any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and unpaid costs and expenses of the Council and shall then be applied in repayment of the unpaid sum.

12. NOTICES

A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served at the address, telephone or facsimile details of the parties are set out in the Schedule:

12.1. by delivering it personally to that party

12.2. by sending it by prepaid post

12.3. by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post,

and notice or other communication is deemed served:

12.4. if delivered, on the next following business day

12.5. if posted by express post, on the expiration of two business days after the date of posting

12.6. if posted other than by express post, on the expiration of seven days after the date of posting

12.7. if sent by facsimile, at the time recorded by the facsimile machine of the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9.00am on the business day following the transmission.

13. FURTHER ASSURANCE

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as shall reasonably be required to effect the terms and conditions contained in this Agreement.

14. OWNER'S ACKNOWLEDGMENT

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Council of the powers, duties and discretions which the Council has or may have under the Scheme to consider, approve, amend or to require further information in respect of any plans or applications relating to the use or development allowed by the Permit or the Land generally.

15. NO WAIVER

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

16. SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall

be severed and the other provisions of this Agreement shall remain operative.

17. MORATORIUM

To the fullest extent to which it may from time to time be lawful so to do the provisions of all statutes (including moratorium statutes) whether now existing or hereafter to come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of any party the obligation of that party or stay, postpone or otherwise prevent or prejudicially affect the exercise by a party of all or any of the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negated and excluded from this Agreement.

18. GOVERNING LAW

This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

19. ENDING OF AGREEMENT

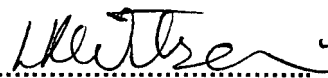
19.1. This Agreement shall cease to operate on the Termination Date.

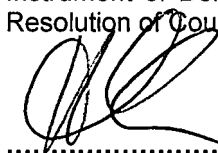
19.2. As soon as reasonably practicable after the Agreement has ended the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183 (1) of the Act to cancel the recording of this Agreement on the Register.

EXECUTED as a DEED

SIGNED SEALED AND DELIVERED
by **LEON WILSON, TEAM LEADER**
LAND SURVEY pursuant to an
Instrument of Delegation authorised by
Resolution of Council.

)
)
)
)

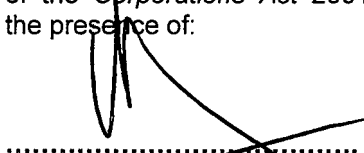
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.....

Witness

EXECUTED by V G PROPERTY
HOLDINGS PTY LTD (ACN 089 086
822) in accordance with section 127(1)
of the *Corporations Act* 2001 (Cth) in
the presence of:

)
)
)
)


.....

Sole Director/Secretary

VINCE GIULIANO
Level 17, 501 Swanston Street
Melbourne VIC 3000

SCHEDULE

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	V G Property Holdings Pty Ltd (ACN 089 086 822)
2.	Land description by address and Certificate of Title details	The Car Park Lots, Motorcycle Lots and Storage Lots on the Plan being part of the land contained in Certificates of Title Volume 6598 Folio 418, Volume 6141 Folio 047 and 048, Volume 11261 Folio 263, Volume 9582 Folio 825, Volume 11493 Folio 344 and Volume 3988 Folio 518 known as 135-139 Arden Street, 261-285 Abbotsford Street and 60-72 Little Lothian Street, North Melbourne.
3.	Permit Number and date issued	TP-2015-853 dated 19 October 2016 as corrected on 6 April 2017.
4.	What the Permit allows	Subdivision in accordance with the attached endorsed plans PS739456J.
5.	What the condition requiring the Agreement provides for	<p>The certified plan must show the car park lots and the storage lots to be part lots together with other appropriate "prime" lots in the plan; or a legally binding agreement under Section 173 of the <i>Planning and Environment Act</i> 1987 shall be entered into between the land owner and the Responsible Authority and Lodged at the Land Victoria prior to the issue of the statement of compliance for the plan, to ensure that the relevant car park lots, motorcycle lots and storage lots can only be owned and used for the approved purposes, together with a "prime" lot or lots on the plan.</p> <p>The agreement is to indemnify Council against any claims on the matter. The agreement must also contain such other conditions as may be advised by Council's Chief Legal Counsel. The owner of the land being subdivided must pay all of the Council's reasonable legal costs and expenses for the agreement, including Land Victoria registration fees.</p>
6.	Commencement date	The date of execution of this Agreement.
7.	Council's Representative is:	Leon Wilson, Team Leader Land Survey

8.	Termination date or specified event	The Land permanently ceasing to be used or capable of being used for car park, motorcycle or storage purposes (as the case may be) or otherwise by agreement of the parties
9.	Address, phone and facsimile of Council	Melbourne City Council Town Hall, Swanston Street Melbourne VIC 3000 Ph: 9658 9658 Facsimile: 9654 4854
12.	Address, phone and facsimile of Owner	Level 17, 501 Swanston Street Melbourne VIC 3000 Phone: (03) 9662 9996 Fax: (03) 9662 3085

AN921517Q

APPENDIX A - PLAN

AN921517Q

LOT INDEX SHEET									PLAN NUMBER		
LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS
G01	2	3,4(10)	401	1	9	B231C	1	5(12)			
			402	1	9	B232C	1	5(12)			
G03	1	3	403	1	9	B233C	1	5(12)			
G04	1	3	404	1	9	B234C	1	5(12)			
G05	1	3	405	1	9	B235C	1	5(12)			
G06	1	3	406	2	9	B236C	1	5(12)			
G07	1	3	407	1	9	B237C	1	5(12)			
G08	1	3				B238C	1	5(12)			
G09	1	3	B101C	1	4(11)	B239C	1	5(12)			
G10	1	3	B102C	1	4(11)	B240C	1	5(12)			
G11	1	3	B103C	1	4(11)	B241C	1	5(12)			
G12	1	3	B104C	1	4(11)	B242C	1	5(12)			
G13	1	3	B105C	1	4(11)	B243C	1	5(12)			
G14	1	3	B106C	1	4(11)	B244C	1	5(12)			
G15	1	3	B107C	1	4(11)						
G16	1	3	B108C	1	4(11)	B201M	1	5(13)			
G17	1	3	B109C	1	4(11)	B202M	1	5(13)			
			B110C	1	4(11)						
101	1	6	B111C	1	4(11)	B101S	1	4(11)			
102	1	6	B112C	1	4(11)	B103S	1	4(10)			
103	1	6	B113C	1	4(11)	B104S	1	4(10)			
104	1	6	B114C	1	4(11)	B105S	1	4(10)			
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314	1	8	B222C	1	5(14)						
315	1	8	B223C	1	5(12)						
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317	1	8	B225C	1	5(12)						
318	1	8	B226C	1	5(12)						
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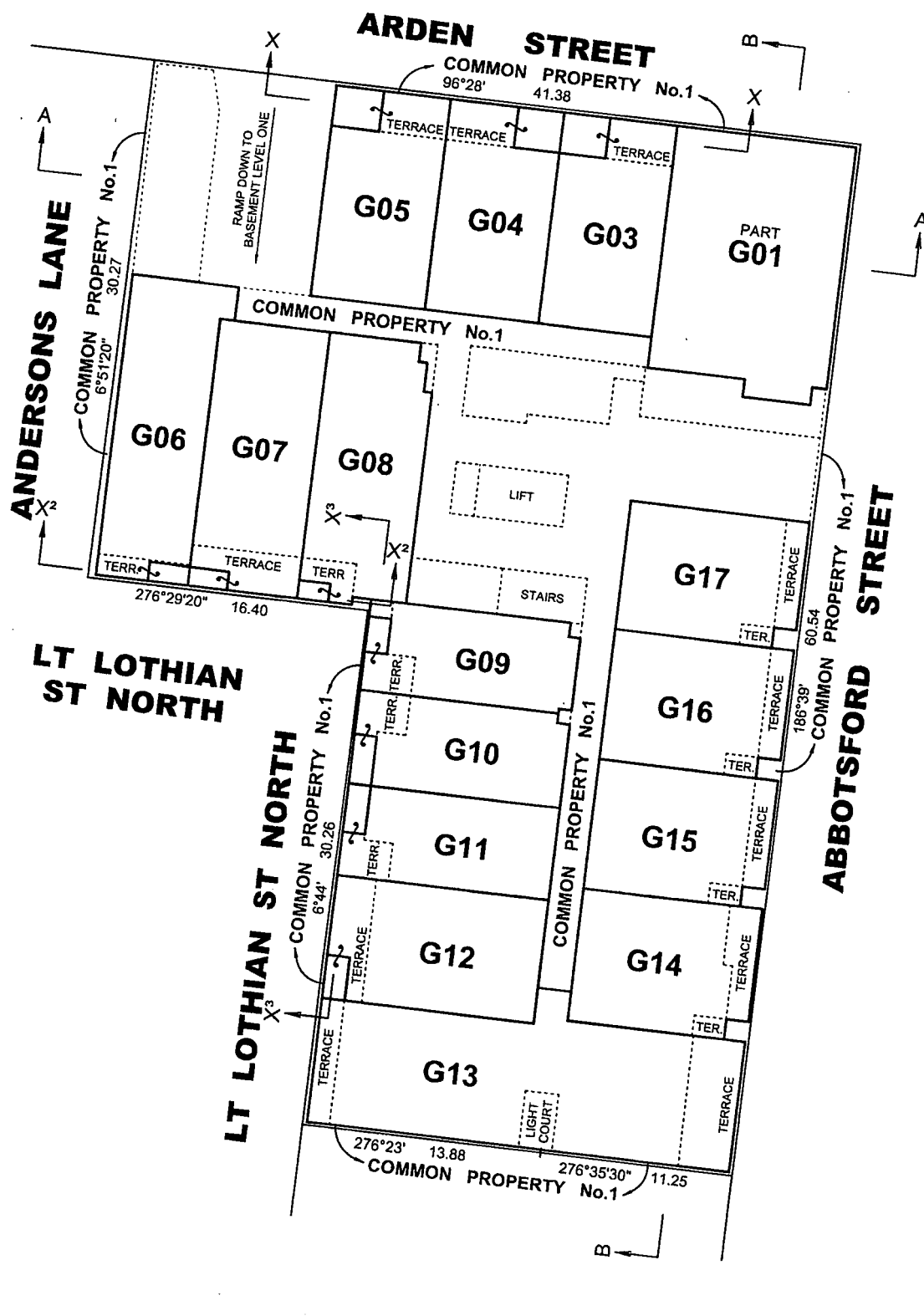
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REEDS <small>Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</small>			LICENSED SURVEYOR ALAN DAVID NORMAN	

AN921517Q

PLAN NUMBER

**DIAGRAM G
GROUND LEVEL AND
GROUND STOREY**



REF:
22470/173

VERSION:
D

DATE: 26/05/17
1PS-D.DGN

SCALE
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LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 3

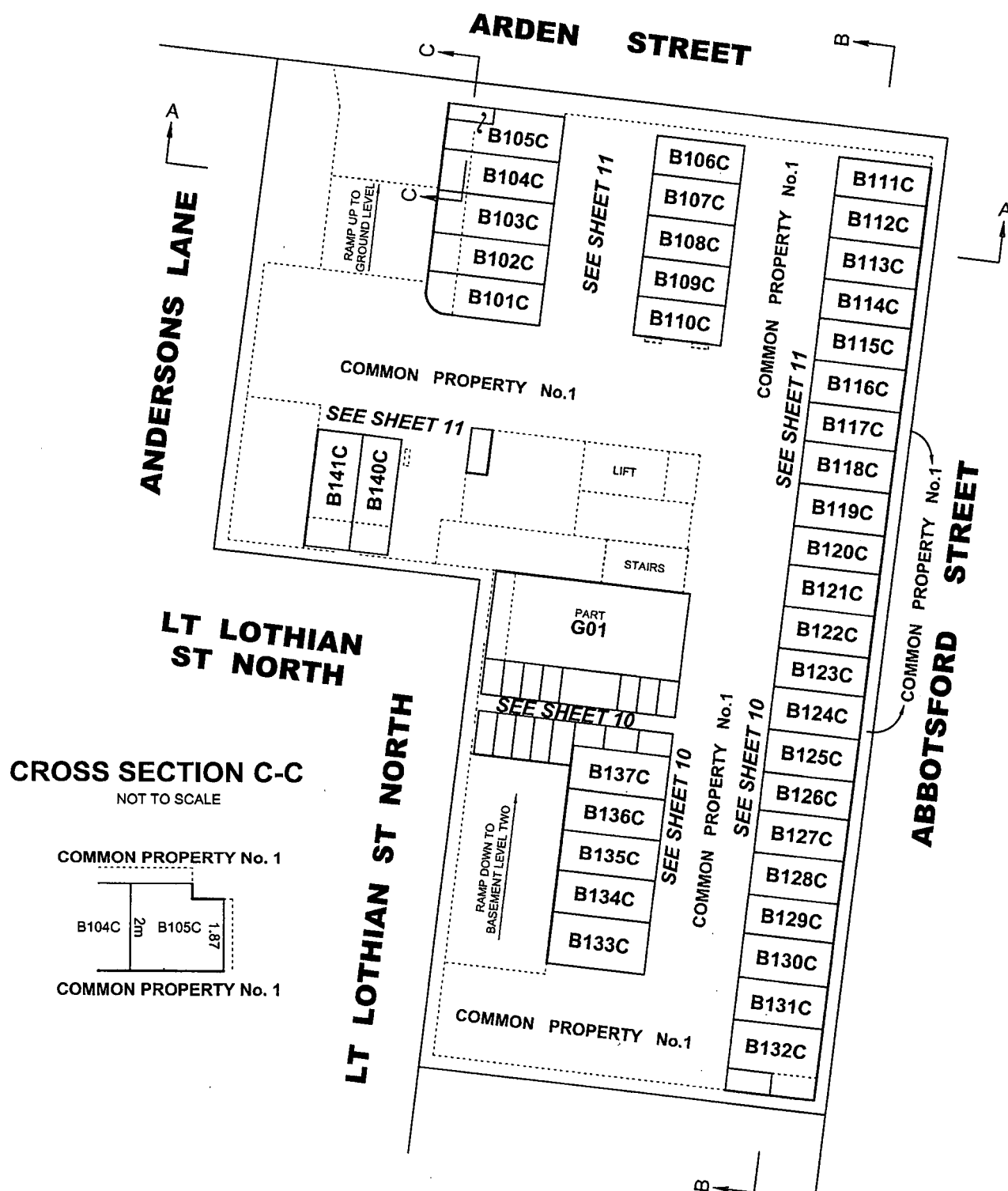
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CONSULTING

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Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

LICENSED SURVEYOR

ALAN DAVID NORMAN

**DIAGRAM B1
BASEMENT
LEVEL ONE**

PLAN NUMBER

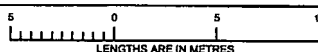
MGA94 ZONE 55

REF:
22470/173

VERSION:
D

DATE: 26/05/17
1PS-D.DGN

SCALE
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ORIGINAL SHEET
SIZE A3

SHEET 4

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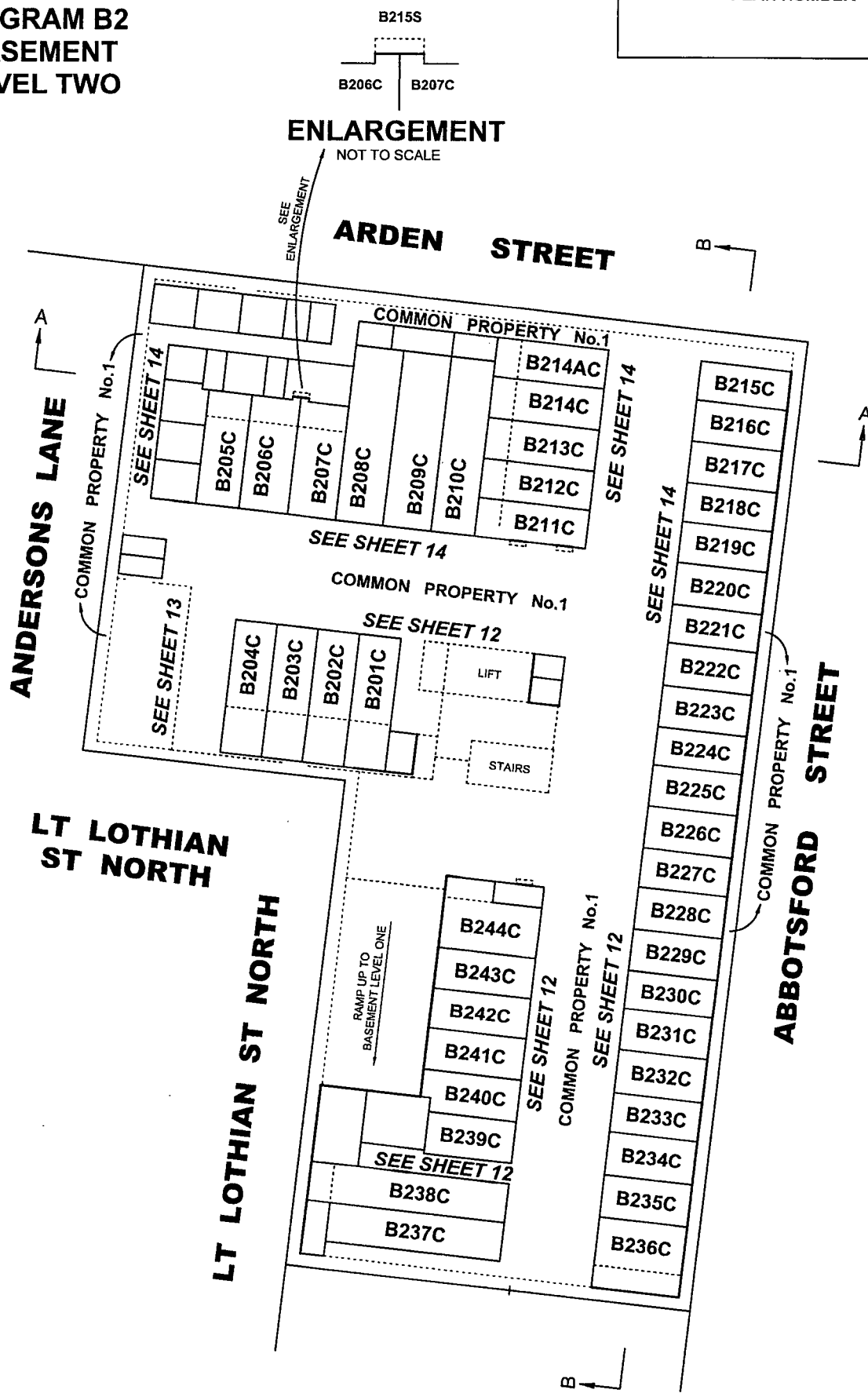
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ALAN DAVID NORMAN

AN921517Q

**DIAGRAM B2
BASEMENT
LEVEL TWO**

PLAN NUMBER



REF: 22470/173

VERSION: D

DATE: 26/05/17
1PS-D.DGN

SCALE 1:250

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LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 5

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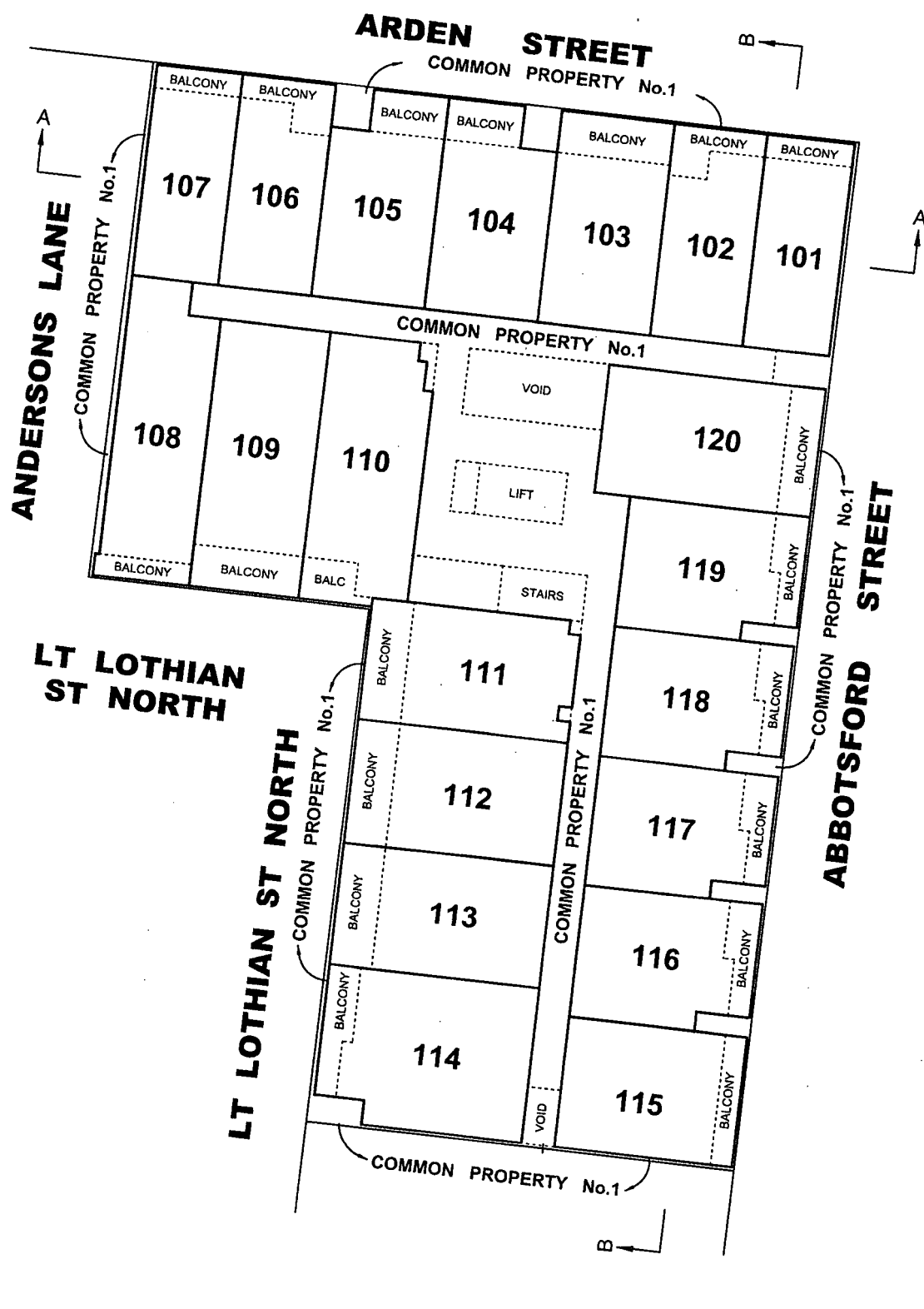
ALAN DAVID NORMAN

MG434 ZONE 55

AN921517Q

PLAN NUMBER

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LEVEL ONE**



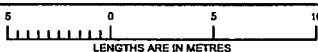
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REF:
22470/173

VERSION:
D

DATE: 26/05/17
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SCALE
1:250



ORIGINAL SHEET
SIZE A3

SHEET 6

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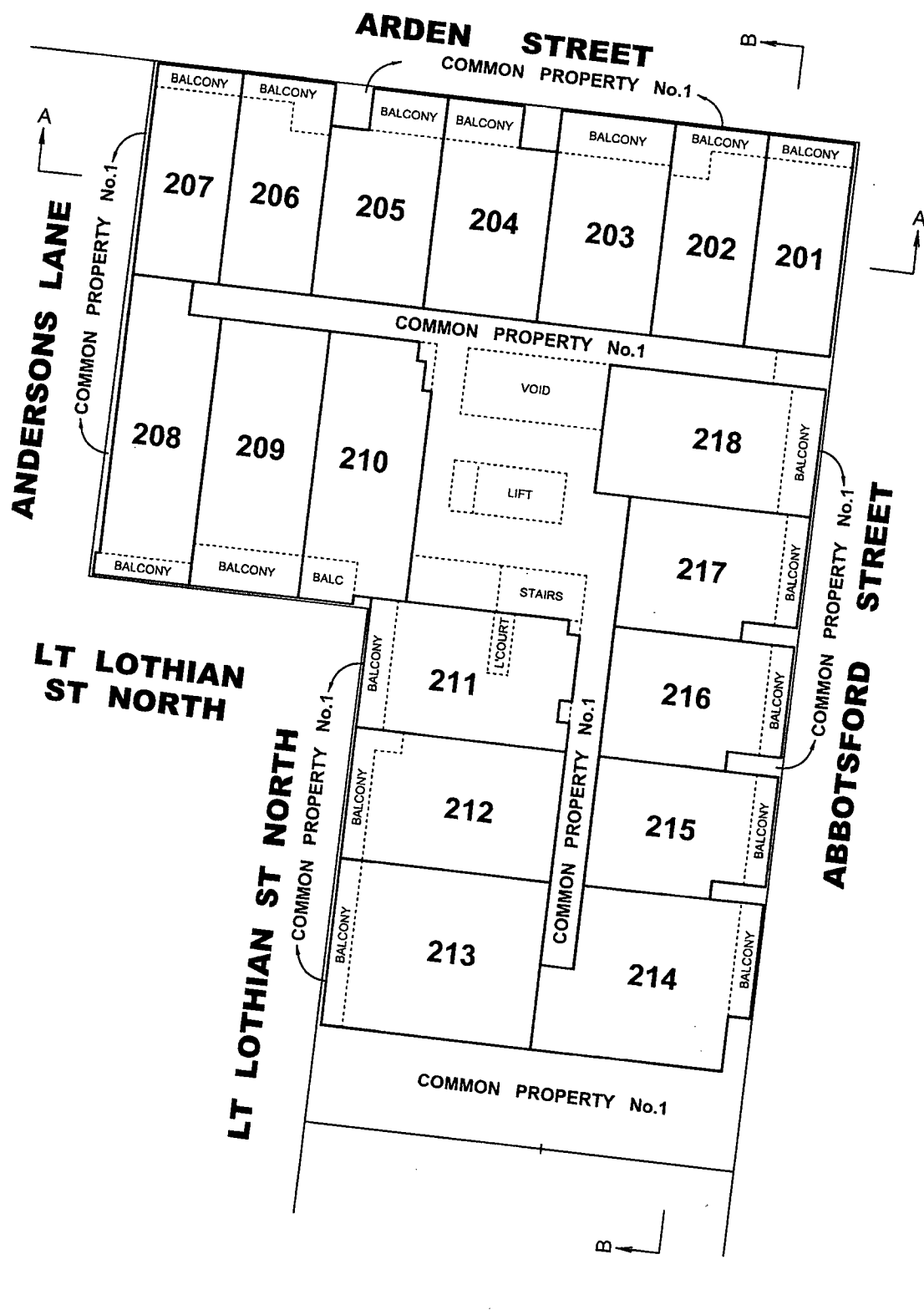
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ALAN DAVID NORMAN

AN921517Q

PLAN NUMBER

**DIAGRAM 2
LEVEL TWO**



REF:
22470/173

VERSION:
D

DATE: 26/05/17
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LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 7

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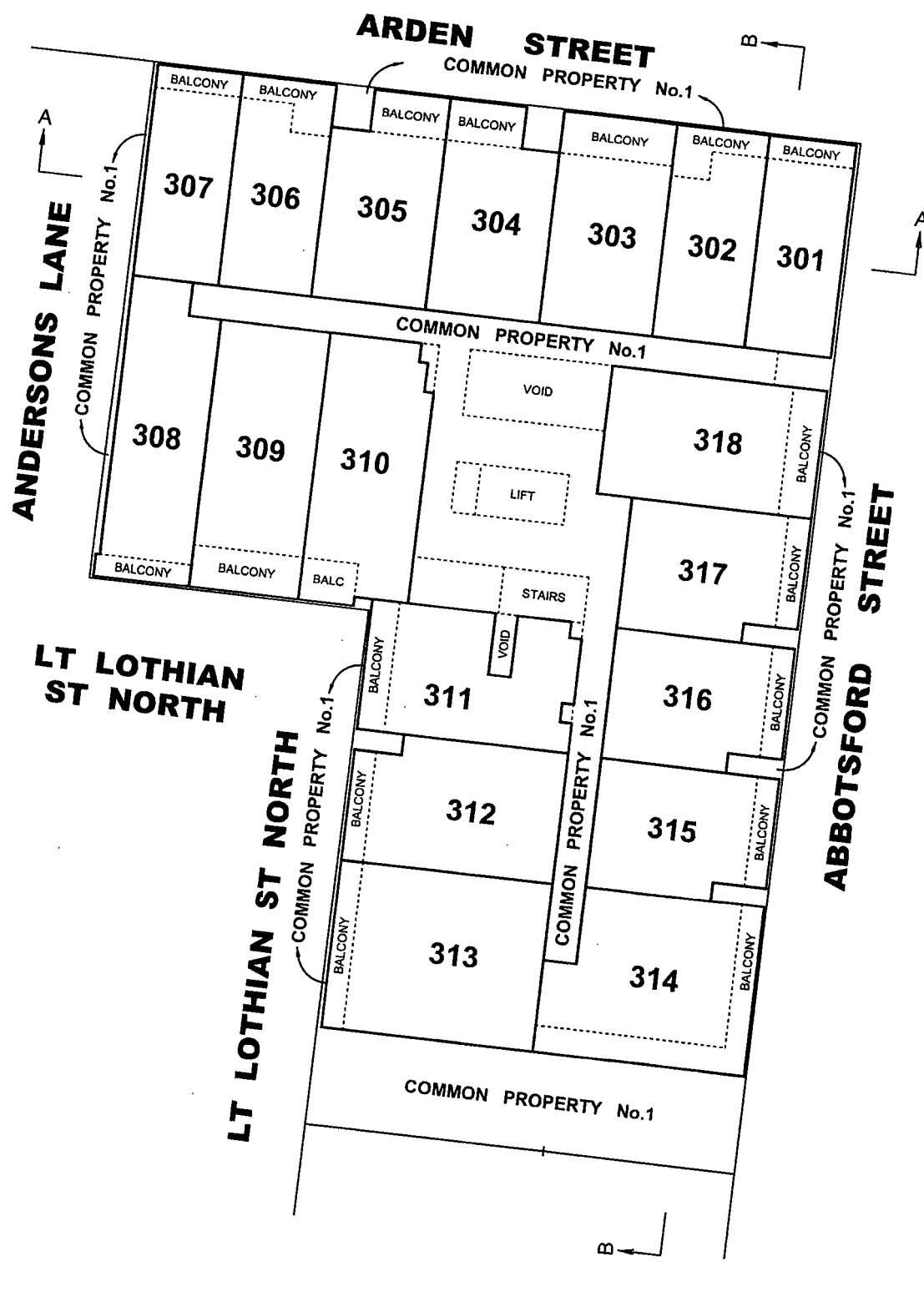
ALAN DAVID NORMAN

MG94 ZONE 55

AN921517Q

PLAN NUMBER

DIAGRAM 3 LEVEL THREE



MG494 ZONE 55

REF: 22470/173

VERSION: D

DATE: 26/05/17
1PS-D.DGN

SCALE 1:250



ORIGINAL SHEET
SIZE A3

SHEET 8

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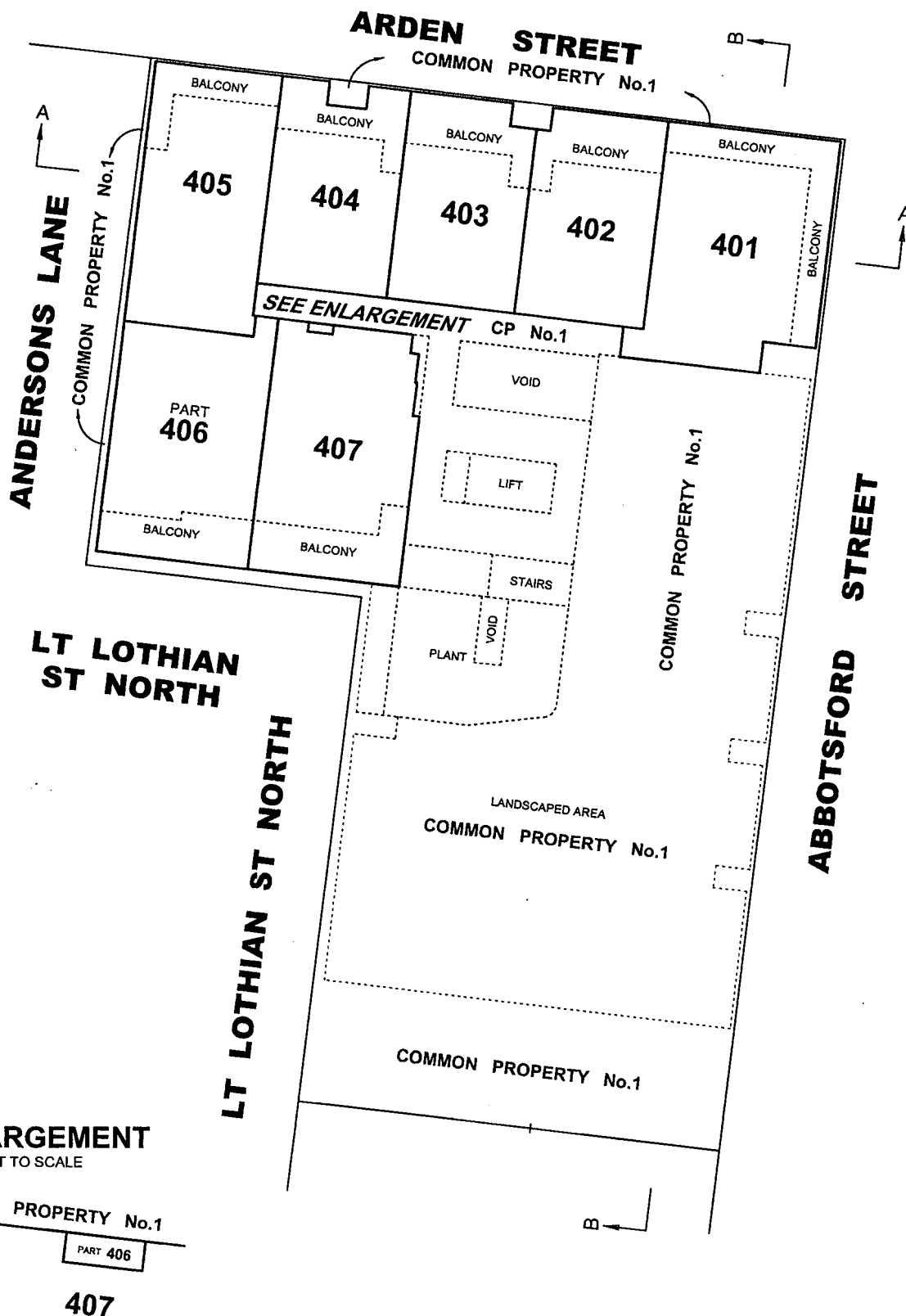
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ALAN DAVID NORMAN

AN921517Q

PLAN NUMBER

**DIAGRAM 4
LEVEL FOUR**



**ENLARGEMENT
NOT TO SCALE**

COMMON PROPERTY No.1

**PART
406**

PART 406

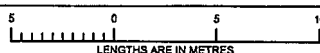
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22470/173

VERSION:
D

DATE: 26/05/17
1PS-D.DGN

SCALE
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ORIGINAL SHEET
SIZE A3

SHEET 9

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LICENSED SURVEYOR

ALAN DAVID NORMAN

MG94 ZONE 55

AN921517Q

ENLARGEMENT DIAGRAM B1 BASEMENT LEVEL ONE (PART)

PLAN NUMBER

SEE SHEET 4

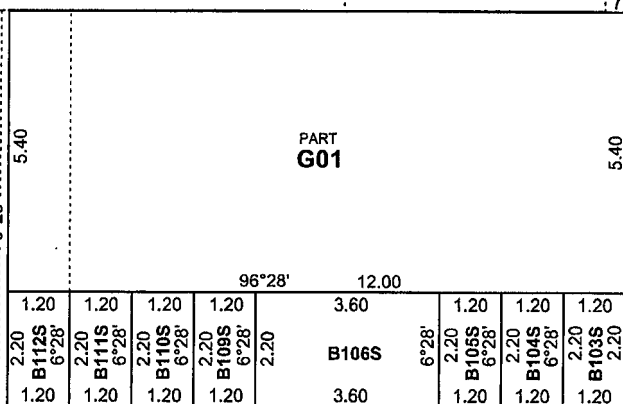
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CONTINUED SHEET 11

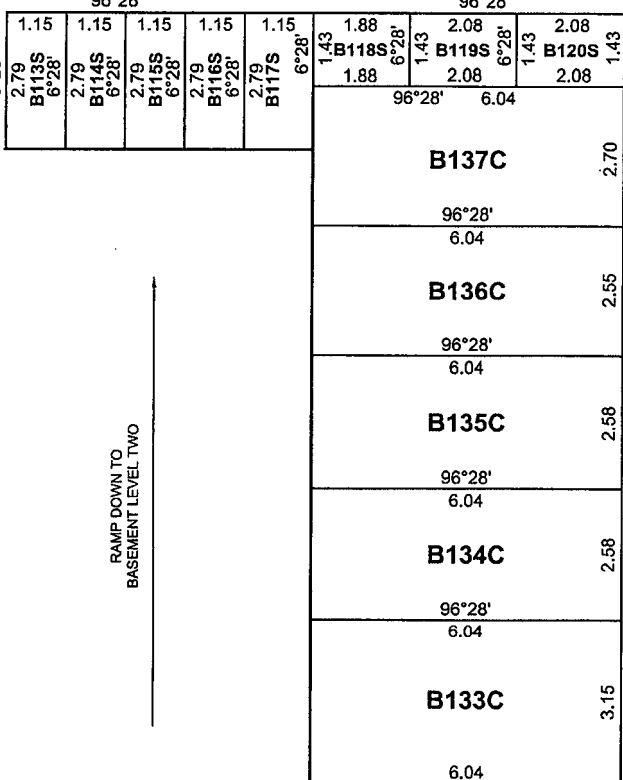
LT LOTHIAN ST NORTH

ABBOTSFORD STREET

COMMON PROPERTY No.1



COMMON PROPERTY No.1

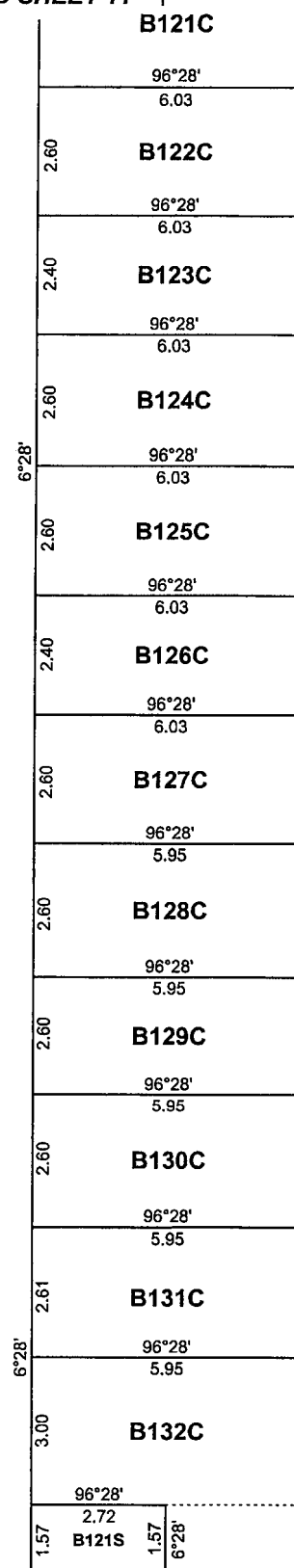


SEE SHEET 4

COMMON PROPERTY No.1

RAMP DOWN TO
BASEMENT LEVEL TWO

MGA4 ZONE 55



COMMON PROPERTY No.1

REF:
22470/173

VERSION:
D

DATE: 26/05/17
1PS-D.DGN

SCALE
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1 0 1 2 3 4 5
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 10

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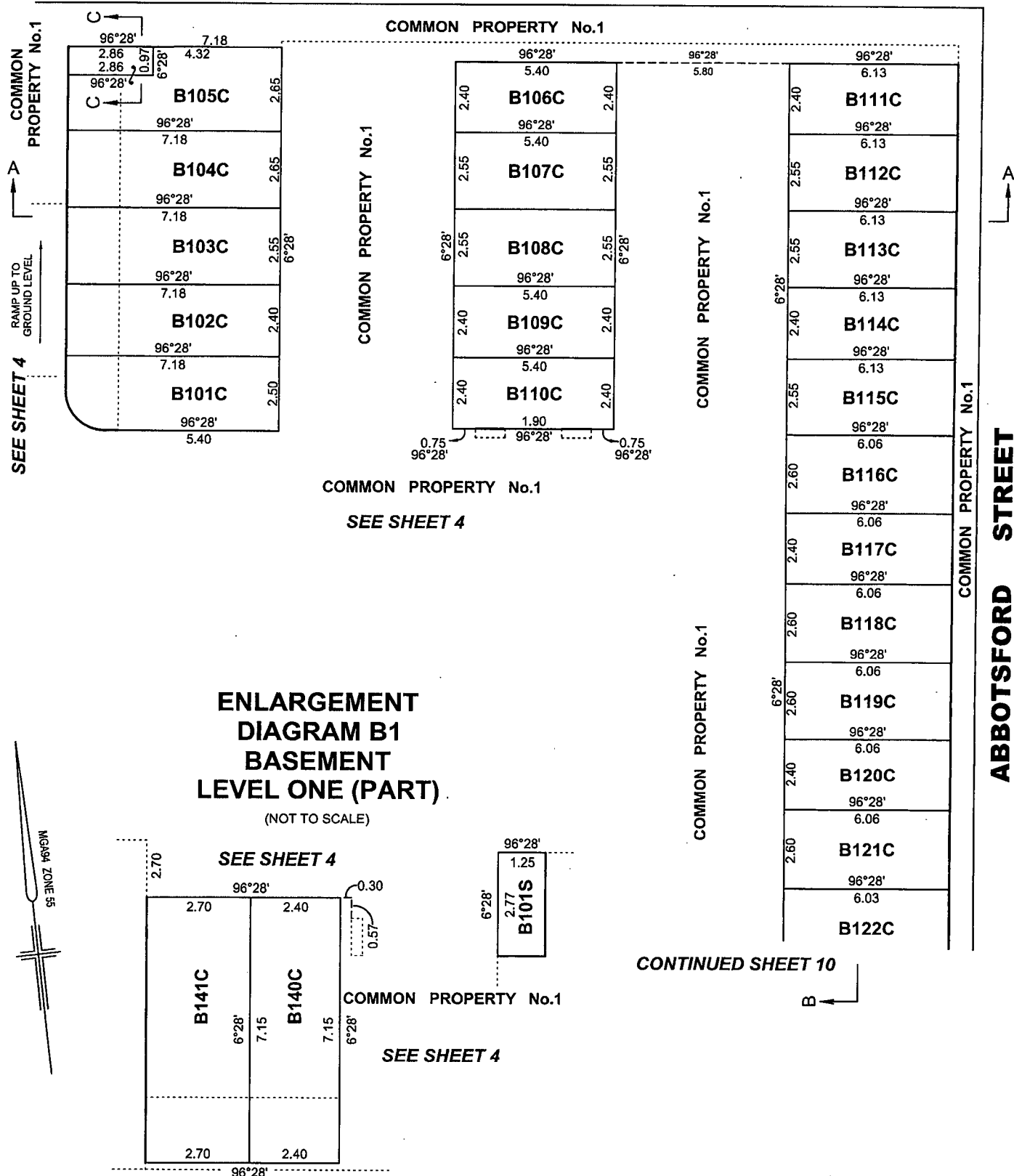
LICENSED SURVEYOR

ALAN DAVID NORMAN

PLAN NUMBER

**ENLARGEMENT
DIAGRAM B1
BASEMENT
LEVEL ONE (PART)**

ARDEN STREET



REF:
22470/173

VERSION:
D

DATE: 26/05/17
1PS-D.DGN

SCALE
1:125

2

2 0 2

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 11

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LICENSED SURVEYOR

ALAN DAVID NORMAN

AN921517Q

ENLARGEMENT DIAGRAM B2 BASEMENT LEVEL TWO (PART)

PLAN NUMBER

SEE SHEET 5

COMMON PROPERTY No.1

CONTINUED SHEET 14

CONTINUED SHEET 13

COMMON PROPERTY No.1

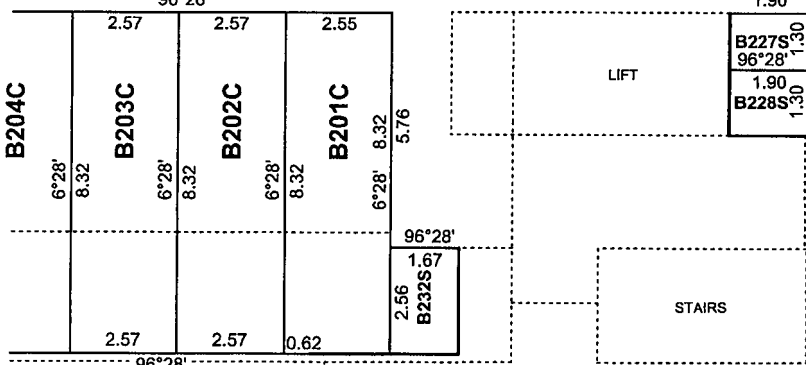
COMMON PROPERTY No.1

COMMON PROPERTY No.1

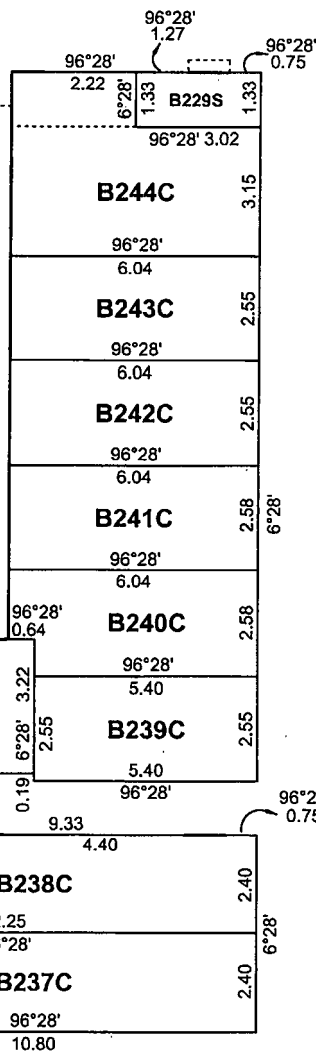
ABBOTSFORD STREET

LT LOTHIAN ST NORTH

RAMP UP TO
BASEMENT LEVEL ONE



COMMON PROPERTY No.1



SEE SHEET 5

REF:
22470/173

VERSION:
D

DATE: 26/05/17
1PS-D.DGN

SCALE
1:125

0 2 4 6
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 12

REEDS
CONSULTING

Reeds Consulting Pty Ltd
Lvl 6, 440 Elizabeth Street
Melbourne Victoria 3000
p [03] 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

LICENSED SURVEYOR

ALAN DAVID NORMAN

AN921517Q

ENLARGEMENT
DIAGRAM B2
BASEMENT
LEVEL TWO (PART)

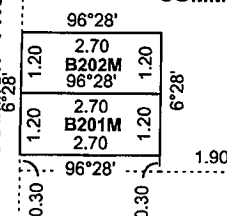
PLAN NUMBER

ARDEN STREET

CONTINUED SHEET 14

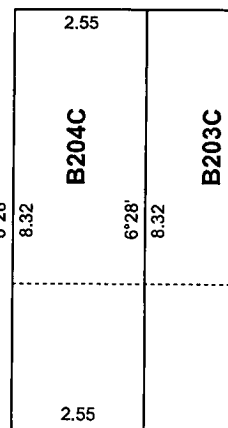
ANDERSONS LANE

COMMON PROPERTY No.1



SEE SHEET 5

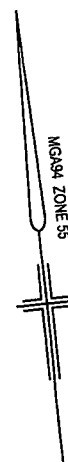
SEE SHEET 13



COMMON PROPERTY No.1

SEE SHEET 5

CONTINUED SHEET 12



REF: 22470/173 VERSION: D DATE: 26/05/17 1PS-D.DGN

SCALE 1:100 1 0 1 2 3 4 5 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 13

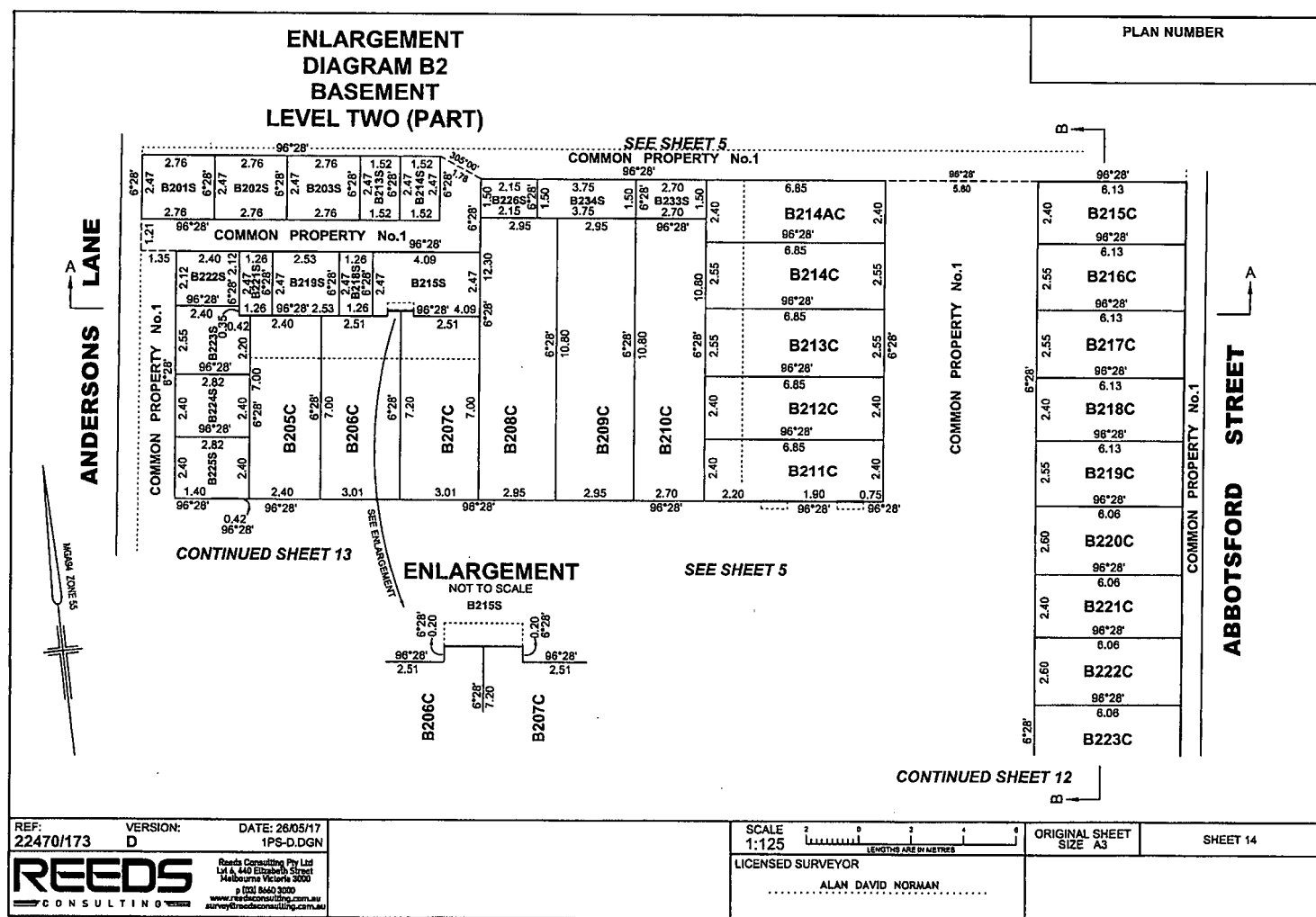
REEDS
CONSULTING

Reeds Consulting Pty Ltd
Lvl 6, 440 Elizabeth Street
Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

LICENSED SURVEYOR

ALAN DAVID NORMAN

AN921517Q





Information Statement Certificate

Reference number

75563594-025-1

Date of issue

20-Jan-2025

Total amount

\$358.33

Total amount to end of June 2025 and includes any unbilled amount
Please see page 2 for detailed information

GIS plots

GIS plots are temporarily unavailable on information statements and if required can be found on byda.com.au. If you need to request this information from us, please email info_statement@gww.com.au and include the reference number on this statement in the subject line.

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2025, as well as any relevant orders, notices and encumbrances applicable to the property, described hereafter.

Service address	68 LITTLE LOTHIAN STREET, NORTH MELBOURNE 3051
Property number	PID000635531
Title(s)	11895/700
Comments	

- This property is connected to water
- This property is connected to sewer
- This property is not connected to recycled water

Payment options

Greater Western Water ABN 70 066 902 467



BPAY
Biller code: 8789
Ref: 17354300002
Go to bpay.com.au



Australia Post
Billpay code: 0362
Ref: 017354300005
Pay at any post office, by phone 13 18 16, at postbillpay.com.au, or via Auspost app

Network Charge Type	Annual Charge 01/07/2024 - 30/06/2025	Billing Frequency	Outstanding Amount
WATERWAYS & DRAINAGE CHARGE	122.09	Quarterly	61.05
PARKS CHARGE	87.19	Quarterly	43.60
WATER NETWORK CHARGE	220.28	Quarterly	110.14
SEWERAGE NETWORK CHARGE	287.07	Quarterly	143.54
RECYCLED WATER NETWORK CHARGE	N/A	Quarterly	N/A
FIRE SERVICE CHARGE	N/A	Quarterly	N/A
TOTAL	716.63		358.33
Network charges owing to 30/06/2024			0.00
Network charges owing for this financial year			358.33
Volumetric charges owing			0.00
Adjustments			0.00
BALANCE including unbilled network charges			\$358.33

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of the information provided. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy in the information. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for further property and land title queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

1: 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.

General information

If a final meter reading is required for settlement purposes, please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the 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 to the final meter read date will be forwarded to the vendor of the property.

Please contact Greater Western Water prior to settlement on 13 44 99 for an update on these charges and remit payment to Greater Western 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.

Authorized Officer,

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

Rohan Charrett
General Manager, Customer Service
Greater Western Water Corporation

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

CERTIFICATE NO: 215810
DATE OF ISSUE: 20-Jan-2025
YEAR ENDING: 30-Jun-2025

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

Property situated at: 68 Little Lothian Street North, NORTH MELBOURNE VIC 3051 and Carspace 121C, 275 Abbotsford Street, NORTH MELBOURNE VIC 3051

Legal Description: Lot G08 PS739456J CT-11895/700 and Lot B121C PS739456J CT-11895/793

Valuation Date: 01-Jul-2024 Assessment No: 243028 8

Net Annual Value: 32,750 Capital Improved Value: 655,000 Site Value: 110,000

Owner recorded by Council: Mr David Peter Ensikat and Ms Kamini Manickam

RATES AND CHARGES
for the period 01/07/2024 to 30/06/2025

	Balance Owing
General Rates	\$ 1,239.46
Fire Services Levy	\$ 188.99
Waste Services	\$ 330.00
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ -879.20

TOTAL DUE \$ 879.25

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

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

How to Pay

By Mail

To GPO Box 2158
Melbourne Vic 3001

In person

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

Phone and Internet

Mastercard or Visa only

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




Billers code: 79616
Ref: 102430288

Landata
DX250639 MELBOURNE

OTHER INFORMATION

Local Government (General) Regulations

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



Applicants Reference 75563594-016-9:234026

Authorised Officer _____

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

For inquiries regarding this certificate:

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

To lodge Notice of Acquisition/Disposition

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Nicholas James Lawyers C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 355574

NO PROPOSALS. As at the 20th January 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

68 LITTLE LOTHIAN STREET, NORTH MELBOURNE 3051
CITY OF MELBOURNE

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

Date of issue: 20th January 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75563594 - 75563594120236 '355574'

Property Clearance Certificate

Land Tax



INFOTRACK / NICHOLAS JAMES LAWYERS

Your Reference:	2514619
Certificate No:	81581269
Issue Date:	20 JAN 2025
Enquiries:	ESYSPROD

Land Address:	68 LITTLE LOTHIAN STREET NORTH MELBOURNE VIC 3051
---------------	---

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44148826	G08	739456	11895	700	\$910.53

Vendor: KAMINI MANICKAM & DAVID ENSIKAT

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR DAVID PETER ENSIKAT	2025	\$102,727	\$910.53	\$0.00	\$910.53

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

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

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



Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$611,694
SITE VALUE (SV):	\$102,727
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$910.53



Notes to Certificate - Land Tax

Certificate No: 81581269

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$102,727

Calculated as \$975 plus (\$102,727 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,116.94

Taxable Value = \$611,694

Calculated as \$611,694 multiplied by 1.000%.

Land Tax - Payment Options

BPAY


Billers Code:5249
Ref: 81581269

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD


Ref: 81581269

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / NICHOLAS JAMES LAWYERS

Your Reference:	2514619
Certificate No:	81581269
Issue Date:	20 JAN 2025
Enquires:	ESYSPROD

Land Address: 68 LITTLE LOTHIAN STREET NORTH MELBOURNE VIC 3051					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
44148826	G08	739456	11895	700	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
125	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$611,694
SITE VALUE:	\$102,727
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 81581269

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / NICHOLAS JAMES LAWYERS

Your Reference:	2514619
Certificate No:	81581269
Issue Date:	20 JAN 2025

Land Address:	68 LITTLE LOTHIAN STREET NORTH MELBOURNE VIC 3051				
Lot	Plan	Volume	Folio		
G08	739456	11895	700		
Vendor:	KAMINI MANICKAM & DAVID ENSIKAT				
Purchaser:	FOR INFORMATION PURPOSES				
WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 81581269

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<div><div>BPAY</div><div><div></div><div>Billers Code: 416073 Ref: 81581266</div></div></div> <div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div>	<div><div>CARD</div><div><div></div><div>Ref: 81581266</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61. A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
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Property Clearance Certificate

Land Tax



INFOTRACK / NICHOLAS JAMES LAWYERS

Your Reference:	2514619
Certificate No:	85734084
Issue Date:	25 FEB 2025
Enquiries:	ESYSPROD

Land Address:	UNIT 121C, 275 ABBOTSFORD STREET NORTH MELBOURNE VIC 3051
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
44149123	B121C	739456	11895	793	\$64.47

Vendor: KAMINI MANICKAM & DAVID ENSIKAT
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR DAVID PETER ENSIKAT	2025	\$7,273	\$64.47	\$0.00	\$64.47

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

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$43,306
SITE VALUE (SV):	\$7,273
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$64.47



Notes to Certificate - Land Tax

Certificate No: 85734084

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP
Land Tax = \$0.00

Taxable Value = \$7,273

Calculated as \$0 plus (\$7,273 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$433.06

Taxable Value = \$43,306

Calculated as \$43,306 multiplied by 1.000%.


Land Tax - Payment Options

BPAY


Billers Code:5249
Ref: 85734084

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD


Ref: 85734084

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / NICHOLAS JAMES LAWYERS

Your Reference:	2514619
Certificate No:	85734084
Issue Date:	25 FEB 2025
Enquires:	ESYSPROD

Land Address: UNIT 121C, 275 ABBOTSFORD STREET NORTH MELBOURNE VIC 3051					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
44149123	B121C	739456	11895	793	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
010	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$43,306
SITE VALUE:	\$7,273
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 85734084

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / NICHOLAS JAMES LAWYERS

Your Reference:	2514619
Certificate No:	85734084
Issue Date:	25 FEB 2025

Land Address:	UNIT 121C, 275 ABBOTSFORD STREET NORTH MELBOURNE VIC 3051				
Lot	Plan	Volume	Folio		
B121C	739456	11895	793		
Vendor:	KAMINI MANICKAM & DAVID ENSIKAT				
Purchaser:	FOR INFORMATION PURPOSES				
WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 85734084

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<div><div><div>BPAY</div><div><div></div><div>Billers Code: 416073 Ref: 85734085</div></div></div><div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div></div>	<div><div><div>CARD</div><div><div></div><div>Ref: 85734085</div></div></div><div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61. A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div></div>	<div><div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div></div>
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Owners Corporation Certificate

s.151 Owners Corporations Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation

Owners Corporation Plan No. 739456J

Address

68 Little Lothian Street, NORTH MELBOURNE

This Certificate is issued for Lot

Lot G08 on Plan of Subdivision No. 739456J

Applicant for the Certificate

InfoTrack on behalf of Nicholas James Lawyers


Date that the application was received

24/01/2025


Important:
The information in this Certificate is issued on 24/01/2025.

You can inspect the Owners Corporations register for additional information and you should obtain a new Certificate for current information prior to settlement.


1.	The current quarterly fees are detailed below and any future fees are identified in the attached Annual General Meeting Minutes.		
	\$1,273.91 (01/01/2025 - 31/03/2025) - Payment received \$2,087.14 (01/04/2025 - 30/06/2025) - Payment not yet due		
2.	The date to which the fees for the Lot have been paid up to is:		
	31/03/2025		
3.	The total of any unpaid fees or charges or any amounts in credit for the Lot are:		
	Admin & Maint Arrears	Penalty Interest	Total Unpaid
	\$0.00	\$0.00	\$0.00
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:		
	Due date	Amount	Details



MACQUARIE
BANK



DEFT
PAYMENT SYSTEMS



iB
PAY

Billers Code: 96503

Ref: 214481863 150795

Total Due: \$0.00

*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	None to the knowledge of the Owners Corporation as at 24/01/2025.
6.	The Owners Corporation has the following insurance cover:
	Please see attached Certificate of Currency.
7.	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:
	No.
8.	The total funds held by the Owners Corporation:
	Please see attached current Balance Sheet.
9.	Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	A Special Levy may be raised for all/any Occupational Health & Safety and Essential Safety Services compliance requirements, and in accordance with delegation resolution/s passed at the Annual General Meeting.
10.	Are there any current contracts, leases, licenses or agreements affecting the common property. If so, then provide details:
	<ul style="list-style-type: none"> On 4 July 2017, the Owners Corporation resolved by special resolution to enter into a licence agreement between Owners Corporation 1 and VG Property Holdings Pty Ltd, ACN 089 086 822 for the purpose of installing signage On 4 July 2017, the Owners Corporation resolved by special resolution to sign and execute the Deed of Acknowledgement between Owners Corporation 1 and VG Property Holdings Pty Ltd, ACN 089 086 822 for the purpose of works in connection with the installation, erection and maintenance of security or garage door
11.	Are there any current agreements to provide services to Lot Owners, occupiers or the public? If so, then provide details:
	<ul style="list-style-type: none"> The Owners Corporation has entered into agreements for the provision of various utilities including but not limited to water, gas and electricity, telephone and internet The Owners Corporation has entered in to agreements for the provision of various service and maintenance contracts including but not limited to lifts, fires services, mechanical services, cleaning, building and facilities management, and owners corporation management The Owners Corporation currently has an agreement with Origin Energy for the supply of electricity and bulk hot water The Owners Corporation on 4 July 2017 resolved by special resolution to enter into an agreement with Connect Facilities Pty Ltd for the provision of facility and building management services
12.	Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied are? If so, then provide details:
	None to the knowledge of the Owners Corporation as at 24/01/2025.

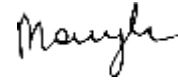
13.	Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	There are no legal proceedings known as at 24/01/2025 to which the Owners Corporation is a party.
14.	Has the Owners Corporation appointed or resolved to appoint a manager? If so, then provide details:
	Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000
15.	Has an administrator has been appointed for the Owners Corporation, or has been a proposal for the appointment of an administrator?
	No administrator has been appointed.
16.	Documents required to be attached to the Owners Corporation Certificate are:
	<ul style="list-style-type: none"> • A copy of the most recent Annual General Meeting minutes • A copy of the current Certificate of Currency • A copy of the current Balance Sheet • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "<i>Statement of advice and information for prospective purchasers and Lot owners</i>"
17.	<p>More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:</p> <p>Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000 info@melcorpstrata.com.au</p> <p>The information in this Certificate is correct to the best of the manager's knowledge at the date it is given. The information in this Certificate is subject to change without notice.</p> <p>Pursuant to section 135(1) of <i>Owners Corporations Act 2006</i>, a Lot Owner who does not occupy the Lot or who will be absent from the Lot for more than 3 months must advise the Owners Corporation of the Lot Owner's mailing address in Australia for the service of notices and any changes to it as soon as possible.</p> <p>Please note: Payments made at Australia Post and by cheque will incur a \$2.75 DEFT processing fee.</p>

This Owners Corporation Certificate was prepared by:

Postal address

Melcorp Strata Pty Ltd
17/501 Swanston Street
Melbourne VIC 3000
info@melcorpstrata.com.au

Signature



Print name

Anna Manarczyk

(name of management company if relevant) as delegate of the Owners Corporation

Melcorp Strata Pty Ltd

A dense, dark green background of tropical plants, including large monstera leaves and palm fronds, with a wooden fence visible on the left side. The text is overlaid in the center.

MINUTES *of* ANNUAL GENERAL MEETING

10 December 2024

Minutes of the Annual General Meeting

PS739456J – ARDEN PARK

**MEETING HELD ON: THURSDAY 28 NOVEMBER AT 5:30PM
VIA MICROSOFT TEAMS**

1. REGISTRATION OF PERSONS PRESENT AT MEETING

1.1 Members Present and Proxy Registration

Lot No	Name
210, B227S & B229C	Leanne Bolton
102, B224S & B232C	Adele Chatterton
214, B209C, B214S & B213S	Xi Lu & Ross Stanley
318 & B106C	Christopher Peacock & Marie Peacock
313, B223S & B210C	Nathan Zhivov

1.2 In Attendance

Name	Company
Kirrily Sandiford	Melcorp Strata
Emily Pountney	Melcorp Strata
Leanne McConnell	Connect Facilities

2. REGISTRATION OF APOLOGIES

Denis Zagorodnyuk – Lot 406 & B238C
Michael Halls – Lot G07, B133C & B202S
Russell Ward – Lot 217 & B202C

3. QUORUM DETERMINATION

It was noted that in accordance with section 77 of the Owners Corporations Act 2006, that a quorum was not achieved for Owners Corporation 1 & 2 PS73231W and therefore all decisions made will be interim decisions of the Owners Corporation.

NOTICE OF INTERIM RESOLUTIONS

Interim decisions will become decisions of the Owners Corporation, if no petition (from lot owners representing at least 25% of the total lot entitlements) is received within 29 days of the interim decision (being **27 December 2024**).

WHAT MUST YOU DO?

If you disagree with the result of any of the resolutions passed at this meeting, then you must petition the manager of the Owners Corporation to call another meeting within 28 days of the Meeting. The manager's details are as follows:

Melcorp Strata
Level 17, 501 Swanston Street
Melbourne Vic 3000
E: info@melcorpstrata.com.au
Ph: 03 8638 1822

4. APPOINTMENT OF CHAIRPERSON AND MINUTE TAKER FOR THE MEETING

Members resolved that Kirrily Sandiford of Melcorp Strata be appointed as the Chairperson of the Meeting and to take the Minutes of the Meeting.

5. BUSINESS WITH NOTICE

5.1 Minutes of the Previous Meeting

Resolved by Ordinary Resolution

That the Annual General Meeting Minutes dated 21 September 2023, attached to the Notice of Meeting, be accepted as a true and correct record of the Meeting in accordance with Section 71 of the Owners Corporations Act 2006.

5.2 Owners Corporation Insurance Policy

5.2.1 Insurance Policy

Resolved by Ordinary Resolution

That the Owners Corporation receive and accept the Certificate of Currency from Chubb Insurance Australia Limited for the period 03/07/2024 – 03/07/2025, a copy of which is attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

Note: The Owners Corporation Insurance policy does not cover fittings (including carpets, light fittings and window furnishings), contents and/or public liability for individual lots, it is therefore strongly suggested that each owner seeks their own independent advice on insurance to ensure that they have adequate cover for their personnel assets and effects.

5.2.2 Insurance Excess

Resolved by Ordinary Resolution

That the Owners Corporation may charge the excess payable on any insurance claim against the Owners Corporations' insurance to the party whose property, actions or inactions gave rise to the insurable event as deemed by the Owners Corporation.

5.3 Consideration of Reports

5.3.1 Owners Corporation Managers Report

Resolved by Ordinary Resolution

That the Owners Corporation receive and accept the report from the Owners Corporation Manager, attached to the Notice of Meeting, in accordance with Section 126 of the Owners Corporations Act 2006.

5.3.2 Committee Report

Resolved by Ordinary Resolution

That the Owners Corporation receive and accept the report from the Committee of Management, attached to the Notice of Meeting, in accordance with Section 115 of the Owners Corporations Act 2006.

5.3.3 Owners Corporation Complaints

Resolved by Ordinary Resolution

In accordance with Section 159 of the Owners Corporation Act 2006, we report to the Annual General Meeting that no complaint was made against the Owners Corporation

5.4 Financial Management

5.4.1 Financial Statements for the Financial Period 01/07/2023 – 30/06/2024

Resolved by Ordinary Resolution

That Owners Corporation 1 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 01/07/2023 to 30/06/2024, as attached to the Notice of Meeting, showing overall Members Funds of \$415,827.54, represented as \$84,428.07 in the Administrative Fund and \$331,399.47 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.2 Financial Review Reports

Resolved by Ordinary Resolution

That Owners Corporation 1 accept the Independent Financial Review Report from Willis Partners, as attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.3 Proposed Administrative Budget and Fees for the Financial Period 01/07/2024 - 30/06/2025

Resolved by Ordinary Resolution

That Owners Corporation 1 approve and determine the Administrative Fund Budget of \$354,647.01 including GST, for the financial period 01/07/2024 - 30/06/2025, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 1 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of July, October, January and April:

Period	Total Funds	Per unit of Lot Liability
Jul 24 – Sep 24	\$84,533.83	\$8.38**
Oct 24 – Dec 24	\$84,533.83	\$8.38**
Jan 25 – Mar 25	\$92,789.63	\$9.20
Apr 25 – Jun 25	\$92,789.63	\$9.20

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.5 Adoption of Maintenance Plan

5.5.1 Maintenance Fund Budget and Fees for the Period 01/07/2024-30/06/2025

Resolved by Ordinary Resolution

That Owners Corporation 1 approve and determine the Maintenance Fund Budget of \$103,608.00 including GST, in accordance with the approved Maintenance Plan, for the financial period 01/07/2024-30/06-2025, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of July, October, January and April:

Period	Total Funds	Per unit of Lot Liability
Jul 24 – Sep 24	\$14,262.60	\$1.41**
Oct 24 – Dec 24	\$14,262.60	\$1.41**
Jan 25 – Mar 25	\$37,541.25	\$3.72
Apr 25 – Jun 25	\$37,541.25	\$3.72

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.6 Interest

5.6.1 Penalty Interest

Resolved by Ordinary Resolution

That Owners Corporation 1 instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.2 Authority to Waive Penalty Interest

Resolved by Ordinary Resolution

That Owners Corporation 1 delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

5.6.3 Report on Request of Waiver of Interest

Members of Owners Corporation 1 to note that there was zero interest waiver request for the financial period 01/07/2023 - 30/06/2024, in accordance with Section 29 of the Owners Corporations Act 2006.

5.7 Arrears Management

5.7.1 Levy Arrears

Resolved by Ordinary Resolution

That Owners Corporation 1 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a “Final Fee Notice”, to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.2 Recovery of Costs

Resolved by Ordinary Resolution

That Owners Corporation 1 recover from respective lot owners all charges, fees, disbursements, incidental costs, solicitor fees, and VCAT/Magistrates Court of Victoria, or any other Court or Tribunal of competent jurisdiction, charges incurred by the Owners Corporation to recover any monies owing to the Owners Corporation for any breach, contravention or non-compliance to any rules, resolutions or regulations relating to the Owners Corporation.

5.8 Committee of Management

5.8.1 Appointment of Committee of Management

Resolved by Ordinary Resolution

That Owners Corporation 1 appoints and confirms a Committee of Management of more than three Members, but not more than seven Members in accordance with Section 103 of the Owners Corporations Act 2006 as follows:

NAME
Leanne Bolton
Adele Chatteron
Denis Zagorodnyuk
Nathan Zhivov
Ross Stanley

5.8.2 Delegation of Power

Resolved by Ordinary Resolution

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 1 delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

6. GENERAL BUSINESS

Nil

7. CLOSURE

The meeting closed at 6:25pm.



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 04 July 2024

Certificate of Currency

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

Certificate of Currency		
Named Insured:	PS 739456J	
Indemnity to Others (Section 5, General Liability Insurance Policy)	Not Applicable	
Policy Number:	02GS032400	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 03 July 2024, Local Standard Time
	To:	4.00pm on 03 July 2025, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	275 Abbotsford Street, Incorporating Arden Street, Andersons, & Little Lothian Street, North Melbourne VIC 3051	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 42,598,347
	Common Contents	AUD 425,983
	Catastrophe	AUD 6,453,650
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 6,389,752	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 55,867,732	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 30,000,000 in respect of any one Occurrence
	Property Damage	AUD 30,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 2,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 04 July 2024 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

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

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

Signed:



Loic Tuchagues
Property Underwriter NUC

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

Melcorp Strata Pty Ltd

L17/501 Swanston St MELBOURNE VIC 3000 ABN: 88 065 174 677

Ph: 03 8638 1822 Email: info@melcorpstrata.com.au

Printed: 24/01/2025 12:18 pm User: Emily Pountney

Balance Sheet - O/Corp 739456J
"ARDEN PARK"
275 ABBOTSFORD STREET, NORTH MELBOURNE, VIC 3051
For the Financial Period 01/07/2024 to 24/01/2025

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
PS 739456J	\$70,867.04	\$111,550.14	\$182,417.18
Macquarie Bank BSB: 183-334 Acc No: 214481863			
PS739456J TD	\$0.00	\$162,888.62	\$162,888.62
Macquarie Bank BSB: 183-334 Acc No: 277145116			
PS739456J TD1	\$0.00	\$103,556.69	\$103,556.69
Macquarie Bank BSB: 183-334 Acc No: 229948476			
Accounts Receivable	\$1,862.30	\$0.00	\$1,862.30
Levies Receivable	\$1,244.11	\$161.65	\$1,405.76
Petty Cash	\$500.00	\$0.00	\$500.00
Total Assets	\$74,473.45	\$378,157.10	\$452,630.55
Liabilities			
Accounts Payable	\$(35,337.38)	\$0.00	\$(35,337.38)
BAS Clearing	\$(2,714.62)	\$1,259.84	\$(1,454.78)
Levies in Advance	\$3,267.54	\$100.53	\$3,368.07
Other Payable - FFN	\$461.37	\$0.00	\$461.37
PayG	\$(169.00)	\$0.00	\$(169.00)
GST Clearing Account	\$3,016.19	\$361.81	\$3,378.00
Total Liabilities	\$(31,475.90)	\$1,722.18	\$(29,753.72)
Net Assets	\$105,949.35	\$376,434.92	\$482,384.27

Melcorp Strata Pty Ltd

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Balance Sheet - O/Corp 739456J
"ARDEN PARK"
275 ABBOTSFORD STREET, NORTH MELBOURNE, VIC 3051
For the Financial Period 01/07/2024 to 24/01/2025

	Administrative	Maintenance	TOTAL THIS YEAR
Owners Funds			
Opening Balance	\$83,712.07	\$331,399.47	\$415,111.54
Net Income For The Period	\$22,237.28	\$45,035.45	\$67,272.73
Total Owners Funds	\$105,949.35	\$376,434.92	\$482,384.27

ARDEN PARK
OWNERS CORPORATION RULES
135-139 Arden St & 261-275 Abbotsford St, North
Melbourne

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1 DEFINITIONS AND INTERPRETATIONS

1.1 In the rules the following words have the following meanings:

Act means the Owners Corporation Act 2006 (as amended).

Building means the building on the Land situated 135-139 Arden St & 261-275 Abbotsford St, North Melbourne.

Building Manager means the person, firm or company appointed by the Owners Corporation to manage the Building.

Car Space means lots designated or shown as car spaces on the Plan.

Commercial Lot means lots used as retail or commercial lots on the Plan.

Common Property means the common property created on the Plan.

Cleaning Apparatus means the cleaning apparatus used for the purpose of cleaning and maintaining the outside of the building, including but not limited to structures and windows of the Building (if applicable).

Lift means any lift in the Building owned by the Owners Corporation.

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

Lot or Lots means a lot or lots on the Plan.

Manager means a manager appointed in accordance with Section 119 of the Act.

Member means an owner of a Lot.

Occupier means a person who occupies a Lot, including their guests.

Owners Corporation means any Owners Corporation created under the Plan of Subdivision and includes any Manager who, or committee established under Part 5 of the Act that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of these Rules.

Plan means Plan of Subdivision No. PS 739456J.

Recreation Facilities means the facilities on Common Property as shown on the Plan, and includes the level 4 rooftop garden;

Rules of Use means any directions, notices or rules of use made by the Building Manager or the Owners Corporation from time to time for the proper management and administration of the Common Property.

Security Key means key, swipe card or any other device to secure the Building or any part thereof, or to gain entry thereto.

Storage Space means the area designated for storage as shown on the Plan.

1.2 In these rules, unless the context indicates a contrary intention:

- 1.2.1 Words denoting any gender include all genders;
- 1.2.2 The singular number includes the plural and vice versa
- 1.2.3 A person includes their executors, administrators, successors, substitutes and assigns;
- 1.2.4 Words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;
- 1.2.5 Any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;
- 1.2.6 References to any legislation includes any legislation which amends or replaces that legislation;
- 1.2.7 For the purpose of Rule 1.1, any definition that is subsequently changed in the Act will have the meaning given to it by the Act;
- 1.2.8 Headings are included for convenience only and will not affect the interpretation of these rules and;
- 1.2.9 A reference to anything includes the whole or each part of it, and;

2 USE OF COMMON PROPERTY AND LOTS

2.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 2.1.1 Use the Common Property or permit the Common Property to be used in such a manner as to unreasonable interfere with or prevent its use by other Member or Occupants of Lots or their families or visitors;
- 2.1.2 Park or leave a vehicle or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- 2.1.3 Use or permit a Lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier.
- 2.1.4 Make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation;
- 2.1.5 Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of 10:00pm and 8:00am, or at any other time in such a manner as to contravene rule 2.1.4 above;
- 2.1.6 Damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the Common Property or use then for any purpose other than the purpose for which they are provided or properly available for;
- 2.1.7 Enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area without the prior written consent of the Owners Corporation;
- 2.1.8 Use any part of the Building, Lots or Common Property for a purpose other than the purpose for which it has been provided or for which it is properly available;
- 2.1.9 Use or permit any person under his or her control to use roller blades, roller skates, scooters or a skateboard on the Common Property;

- 2.1.10 Use or permit a Lot to be used other than for private residential or accommodation purposes, including no short term letting of apartments for less than 90 days, with the exception of any Commercial Lot;
- 2.1.11 Provide access by any unauthorised person to the Common Property;
- 2.1.12 Store any flammable liquid or chemical on any Lot or on any part of the Common Property (excluding any liquids, chemicals or other materials used in domestic use or in the fuel tank of a motor vehicle);
- 2.1.13 Smoke on Common Property;
- 2.1.14 Dispose of any cigarette butts or ash on to the Common Property or on to or over the balconies of Lots;
- 2.1.15 Use or permit to be used in a manner that would contravene any planning regulations, requirements or restrictions placed on the Plan;
- 2.1.16 Hold or allow to be held in any Lot or on any part of the Common Property any sale or auction;
- 2.1.17 Place or leave any item on the Common Property so as to obstruct the Common Property or an entrance to a Member's Lot;
- 2.1.18 Store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that written consent;
- 2.1.19 Smoke in any part of the Common Property without limitation in lifts, passageways, foyers and stairs on the Common Property;
- 2.1.20 Except in emergencies, to permit any trades people or work people to be on a Lot or the Common Property:
 - a) On a Saturday, Sunday or public holiday; or
 - b) Before 8.30am or after 5:30pm on any other day.
- 2.1.21 Install in any Lot a safe or other item of greater mass than 100kg when full of generating a floor loading greater than 150kg per square metre when full, without the consent of the Owners Corporation; and
- 2.1.22 Without the prior written consent of the Owners Corporation, remove (or use for any purpose not intended) any articles from the Common Property placed there by or at the direction of the Owners Corporation.
- 2.1.23 Use any method of heating, cooling or lighting and Lots other than those provided by the Owners Corporation;

3 INTERFERENCE WITH FITTINGS, SERVICES OR FACILITIES

- 3.1 A Member must not, and ensure the Occupier of a Member's Lot does not:
 - 3.1.1 Obstruct windows, air vents, air-conditioning ducts, skylight or emergency exits in, or any other part of, the Common Property;
 - 3.1.2 Breach the fire regulations by installing unapproved dead locks or peep holes on any Lot or on the Common Property that would void the Owners Corporation's insurance policies;
 - 3.1.3 Cover or obstruct any lights, sky lights, windows or other means of illuminations of the Common Property or the Building;
 - 3.1.4 Do any act or thing which affects the working of the air-conditioning in the Building (including, without limitation, altering any thermostat or other control in the Building, the Common Property or in the Lots);
 - 3.1.5 Obstruct or in any way interfere with any fire appliance, cupboard, stairway or landing in the Building or permit any fire appliance, cupboard, stairway or landing in the Building to be obstructed; and

- 3.1.6 Do any act or thing to interfere with the fresh air supply, design and pressure equalization of the Building and must not place any obstruction or permanent door seal to the base of any apartment entry door.

4 APPEARANCE OF A LOT

4.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 4.1.1 Hang or place on any balcony or in any window of a Member's Lot or in or about the Common Property anything which adversely affects the outward appearance or state of repair of a Member's Lot or the Common Property or which may Otherwise affect the use and enjoyment of the Lots and Common Property of the Building by members or Occupiers;
- 4.1.2 Hang or place any washing or wind chimes on or from any balcony or in or from any window;
- 4.1.3 Use any balcony as a place of storage;
- 4.1.4 Allow any item to be thrown off a balcony or out any window, and in the case that this rule is not adhered to, the Member or Occupier takes full responsibility for the liability of such action;
- 4.1.5 Keep a plant on a balcony if the planter which it is in allows water to drain through drainage holes in the planter unless the planter is in a container which will retain all water that drains from the planter;
- 4.1.6 Keep or allow anything belonging to a Member or Occupier of a Member's Lot to be on any balcony or any part of the exterior of a Member's Lot after being given notice by the Owners Corporation to remove that thing after the Owners Corporation has resolved that the thing is causing a nuisance or adversely affected the use and enjoyment of the Building, Lots or Common Property by Members and Occupiers.
- 4.1.7 Allow any garden, plant, balcony or open land forming part of the Lot to become unkempt, overgrown or unsightly;
- 4.1.8 Without the prior written consent of the Owners Corporation which shall not be unreasonably withheld, install or place, or permit to remain installed or placed, any air-conditioning unit, fan, or other appliance in such a position as to be visible from outside the Member's Lot;
- 4.1.9 Install or modify any external wireless, television aerial, satellite dish receiver, wiring, cables, pipes or other apparatus on or to a balcony or to the external façade of the Building;
- 4.1.10 Operate a barbecue or similar cooking device other than in an open ventilated area or balcony of a Lot or otherwise in accordance with the directions of the Building Manager;
- 4.1.11 Maintain inside a Lot anything visible from the outside of a Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
- 4.1.12 Install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation;
- 4.1.13 Operate or permit to be operated on the Lot, any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Building; and
- 4.1.14 Install an intruder alarm that emits an audible signal.

5 WINDOW FURNISHINGS

5.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 5.1.1 Install any curtains, window coverings or replacement blinds on the interior of any windows or doors in any Lot, which are visible externally unless the surface of such blinds that face directly face the outside of a Lot are either Sunscreen Roller Blinds (transparent mesh) – Colour White or Blackout

Roller Blinds - Colour White, or such other colour or material as advised by the Owners Corporation, and are of the same or comparable quality and material and have otherwise been approved in writing by the Owners Corporation; and

- 5.1.2 Install any curtains or other coverings on the interior of any windows or doors in any Lot that are visible externally;

6 WASTE OR GARBAGE

6.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 6.1.1 Store or keep waste or garbage other than in the designated waste receptacles or waste disposal chutes within the Member's Lot or as otherwise directed by the Owners Corporation;
- 6.1.2 Put any waste in the waste receptacles or waste chutes within the Member's Lot or within Common Property that causes or is likely to cause a blockage.
- 6.1.3 Put any garbage or refuse anywhere on Common Property other than in garbage bins, garbage chutes or containers so designated by the Owners Corporation;
- 6.1.4 Put any type of waste or garbage in Owners Corporation garbage bins or containers other than the type of waste designated for those bins;
- 6.1.5 Put any waste or garbage in Owners Corporation bins or containers designated for use by members of the public;
- 6.1.6 Put any hard waste upon the Lot or the Common Property, without the prior written consent of the Owners Corporation;
- 6.1.7 Burn any rubbish or waste in or upon the Lot or the Common Property unless given written direction by the Building Manager or Owners Corporation; and
- 6.1.8 Throw, drop, or let fall any article or substance from or out of a Lot or the Common Property.

7 ALTERATIONS OF LOTS AND COMMON PROPERTY

7.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 7.1.1 Make any alteration, addition to, paint or decorate the exterior of a Member's Lot;
- 7.1.2 Carry out or permit to be carried out any building work (including the removal of walls between Lots or the installation of cages in Storage Areas) unless:
 - a) At least 21 days' written notice of intention to carry out the work, accompanied by proper plans specifications of the work, has been given to the Owners Corporation by the Member who owns the Lot on which the work is proposed to be carried out;
 - b) The Owners Corporation gives its prior written approval of the work;
 - c) The work is carried out in accordance with such reasonable directions as the Owners Corporation may give;
 - d) The work is carried out by the contractor approved in writing by the Owners Corporation;
 - e) The Member signs an indemnity prepared by the Owners Corporation against all loss and damage caused directly or indirectly by the works;
 - f) The work complies with all laws; and
 - g) The work is carried out between 8:30am – 5:30pm Monday to Friday

- h) The work does not detract or interfere with in any way the external appearance of the Building nor interfere with the business of any Occupiers of the building rights granted to those Occupiers.

- 7.1.3 Make any alteration or addition to any part of the Common Property or to attach or place anything to or in any part of it; and
- 7.1.4 Make any alteration to a Member's Lot which may cause or result in any damage or deterioration to the Building or any other Lot or the Common Property or which may otherwise adversely affect the use and enjoyment of the Building or other Lots and the Common Property by other Members or Occupiers.

8 SECURITY

- 8.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 8.1.1 Reproduce any keys or access devices issued by the Owners Corporation for the Common Property;
- 8.1.2 Do anything which may adversely affect the security protection of the Building or any Lot or Common Property including allowing a person not being a Member's or Occupier's visitor or person authorized by the Owners Corporation to enter the Common Property; and
- 8.1.3 Keep or leave open or permit any security door or security gate or the door into any stairwell to be kept or left open for any purpose whatsoever.

- 8.2 A Member must and must ensure that the Occupier of a Member's Lot will:

- 8.2.1 Notify the Owners Corporation of the name and contact details of any person using a Security Key to access the Building.
- 8.2.2 Secure the Member's Lot when it is unoccupied and comply with the Owners Corporation's and the Building Manager's reasonable directions about the Building's security;
- 8.2.3 At the Member's cost replace any security key which is issued to the Member by the Owners Corporation or the Building Manager; and
- 8.2.4 Upon request account for all security keys issued to the Member by the Owners Corporation or the Building Manager.
- 8.3 The Owners Corporation has at its discretion the ability to limit the amount of Security Keys given to any one Lot.

9 CAR SPACE, MOTOR BIKES, BICYCLES, AND STORAGE SPACES

- 9.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 9.1.1 Except in the case where there is a designated storage space within a Car Space, use a Car Space for storage of any item outside of its intended use as a car parking facility;
- 9.1.2 Use a Storage Space other than for storage of the Member's or Occupier's personal goods and materials;
- 9.1.3 Install or permit the installation of covering to any Storage Space other than as permitted by the Owners Corporation.
- 9.1.4 Store anything at heights greater than those reasonably advised by the Owners Corporation from time to time
- 9.1.5 Permit any bicycle to be stored other than in the areas of the Common Property designated by the Owners Corporation or its agent for such purposes.

9.1.6 Bring or move any motor cycle into a Lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property.

9.2 A Member must and must ensure that the Occupier of a Member's Lot will:

9.2.1 Advise the Owners Corporation of the registration number of the motor vehicle to be parked in that Member's car park. Only the Member's designated motor vehicle can be parked at the Member's car park.

9.2.2 Keep the Car Space clean and free of oil, coolant, brake fluid and water and permit The Owners Corporation to clean the Car Space (at the cost of the Owner) if the Member or Occupier fails to comply with its obligations under this Rule.

9.2.3 Store all bicycles in the designated areas of the Common Property fitted with bicycle racks or other storage facilities and designated by the Manager or the Owners Corporation for that purpose;

9.2.4 Not bring or move any bicycle into a Lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property; and

9.2.5 Only use the good lift for transportation of bicycles and designated bike paths in the Building for the use of bicycles.

9.3 The lot owner will not hold the Owners Corporation responsible in any way in the event that a bicycle or motor cycle or any other equipment is stolen or damaged whilst stored on the Common Property.

10 PETS AND ANIMALS

10.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

10.1.1 Keep any animal within a Member's Lot without the prior written consent of the Owners Corporation;

10.1.2 Bring or permit any person to bring any animal other than an animal approved by the Owners Corporation ("approved animal") into the Building;

10.1.3 Exercise any animal on Common Property or allow any animal to roam free on Common Property and must remove any animal after the Building Manager has determined it is causing a nuisance;

10.1.4 Keep any animal on the Common Property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.

10.2 In the case of an approved animal a Member must and must ensure that the Occupier of a Member's Lot will:

10.2.1 Provide the Owners Corporation with the microchip number

10.2.2 Provide the owners corporation with proof of registration with the local authority

10.2.3 Not keep any approved animal on a Lot balcony if its owner is not present;

10.2.4 Not fail to clean up animal faeces;

10.2.5 make good any damage caused to the common Property by the animal.

11 MOVING FURNITURE OR OTHER ITEMS

11.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

11.1.1 Move furniture or other items likely to cause damage or obstruction through the Common Property unless the Building Manager is given at least 48 hours prior notice and has approved the day and time of the proposed move and must not:

a) Do so on a Sunday or public holiday;

- b) Do so on a Saturday without paying the fee set by the Owners Corporation for any overtime attendance by the Building Manager or other personnel;
- c) Permit any trades people to commence operations prior to making contact with the Building Manager;
- d) Permit any furniture or other items to be brought into or out of the building other than via the goods lift or designated loading area;
- e) Permit any vehicles to restrict access to the car park;
- f) Permit any carriers to enter the Building other than via the designated area for goods delivery;
- g) Conduct operations so as to unduly restrict access of other Members and Occupiers to lifts or lobbies or restrict access to fire escapes;
- h) Place any furniture or other items in lifts other than as specified by the Building Manager and not until protective covers have been placed in the lift by the Building Manager;
- i) Permit any furniture or other items to come into contact with the lift doors; or
- j) Damage the common Property.

11.1.2 A member will be liable to the Owners Corporation for any damage caused to the Building in the exercising of its rights in Rule 11.1 and will pay the costs or rectification of such damage immediately after they have been notified.

12 ACCIDENTS AND DEFECTS

12.1 A Member must and must ensure that the Occupier of a Member's Lot will:

- 12.1.1 Promptly notify the Owners Corporation and the Building Manager in writing of any accident occurring in the Building or on the Lots or Common Property or any defect in or damage to the Building, Lots or Common Property of which they become aware;
- 12.1.2 Promptly notify the Owners Corporation and the Building manager in writing of any breakage or defect in water pipes, air-conditioning ducts or equipment, electrical and light fittings and services and fire equipment of which they become aware; and
- 12.1.3 Compensate the Owners Corporation in respect of damage caused to the common Property or personal property vested in the Owners Corporation caused by that Member or its Occupier, guest or other invitee.

13 CLEANLINESS

13.1 A Member must and must ensure that the Occupier of a Member's Lot will:

- 13.1.1 Keep the Member's Lot clean and in good repair and condition; and
- 13.1.2 Take all reasonable steps to prevent infestation of the Member's Lot by vermin and insects.

14 SAFETY

14.1 A Member must and must ensure that the Occupier of a Member's Lot will:

- 14.1.1 Turn off all taps after use;
- 14.1.2 Turn off any gas appliances after use.
- 14.1.3 Ensure any vehicles, whether motorised or not, do not exceed 5km/hr whilst travelling along any Common Property

15 DIRECTIONS BY OWNERS CORPORATION

15.1 A Member must and must ensure that the Occupier of a Member's Lot will:

15.1.1 Obey all reasonable directions given by the Owners Corporation and the Building Manager in relation to the Common Property including, without limitation, for:

- a) The carriage of goods or furniture in lifts;
- b) The use of services and
- c) Rules of Use
- d) No smoking policies.

16 DOORS AND WINDOWS

16.1 A Member must and must ensure that the Occupier of a Member's Lot will:

16.1.1 Replace all broken windows on balconies or terraces in a Member's Lot within 7 days for non-emergency repairs and immediately for repairs that may reasonably cause health and safety concerns.

16.1.2 Ensure that all external doors and windows are closed when the Member's Lot is not occupied;

17 EMERGENCIES

17.1 A Member must and must ensure that the Occupier of a Member's Lot will:

17.1.1 Participate in any emergency drill in the Building of which the Owners Corporation or Building Manager gives reasonable notice; and

17.1.2 Evacuate the Building immediately and in accordance with the directions of any representative of the Owners Corporation, Building Manager or any Emergency Services personnel when informed of an actual or suspected emergency.

18 CO-OPERATION

18.1 A Member must and must ensure that the Occupier of a Member's Lot will work with the Owners Corporation and the Manager to promote and ensure the proper and orderly working and operation of the Building, common facilities, Common Property and services contained therein.

19 FIRE SAFETY

19.1 A Member must and must ensure that the Occupier of a Member's Lot will:

19.1.1 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;

19.1.2 Ensure compliance with all statutory and other requirements relating to fire safety in respect of its Lot including allowing access to the Lot for inspection and maintenance of equipment and services (including range hood exhaust systems, smoke detectors and sprinkler systems); and

19.1.3 Ensure all smoke detectors installed in a Lot are properly maintained and tested and its batteries are replaced when necessary.

19.1.4 Ensure that any doors related to the lot, including but not limited to the front apartment door, comply with all relevant fire and safety Australian Standards.

20 SELLING OR LEASING ACTIVITIES

- 20.1 A Member must and must ensure that the Occupier of a Member's Lot will ensure that any selling or leasing agent of the Member's Lot does not place any exhibit or advertising sign or board at the entry way to the Lot, the Building, in common areas or on the footpath in front of the Building.

21 CONTROL OF COMMON PROPERTY

- 21.1 The Owners Corporation and the Building manager may close, lock or otherwise control the Common Property from time to time and may take all actions as they deem necessary or appropriate to prevent and prohibit that it considers in its absolute discretion undesirable from entering the Common Property.

22 WIND PRECAUTIONS

- 22.1 The Building is designed to withstand considerable wind velocity, but in order to ensure minimum effect or impact in the enjoyment of all Lots and the Common Property in times of high winds, a Member must and must ensure that the Occupier of a Member's Lot will:

- 22.1.1 Ensure that all windows and balcony doors and windows are firmly closed during periods of high winds;
- 22.1.2 Ensure that no loose items are left on balconies;
- 22.1.3 Ensure that no windows or terrace or balcony door is restrained or prevented from closing by any person or thing;
- 22.1.4 Observe and comply with any electronic warning and ensure that on leaving a Lot no window or balcony door is left unclosed;
- 22.1.5 Comply with wind management directions issued by the Owners Corporation and to promptly comply with any specific direction or request of the Building Manager from time to time in relation to closing of doors and windows;
- 22.1.6 Allow immediate or urgent access to a Member's Lot where the Building Manager becomes aware (by electronic door monitor or otherwise) that any door or window has been left open during high winds and the Building Manager determines that the doors and/or windows should be closed; and
- 22.1.7 Pay all costs and expenses of the Owners Corporation arising from any failure by a Member to comply with its obligations under Rule 22.

23 ADDRESS OF MEMBERS

- 23.1 Each Member must provide the Owners Corporation of an Australian postal address for service of documents and telephone number of the Member or if the Member is a company, the registered office of the company or if the member's lot is managed by a professional real-estate company the registered name of the real-estate company, address and phone number must be provided to the Owners Corporation.
- 23.2 Each Member must promptly inform the Owners Corporation of any change in the address and/or telephone number and/or the registered office as the case may be.

24 MEMBER'S MAIL

- 24.1 A Member must and must ensure that the occupier of a Member's Lot must not place any junk mail in any other Member's Lot or mail box of that Member's Lot.
- 24.2 A Member must and must ensure that the occupier of a Member's Lot regularly clears the mail box for that Member's Lot. If the mail box is located on Common Property and is not regularly cleared, a Member must allow and must cause the occupier of that Member's Lot to allow the Owners Corporation or the Building Manger to clear the mail box.

25 LEASE OF LOT

25.1 A Member who does not occupy its Lot must:

- 25.1.1 Provide to the Owners Corporation the name of the tenant occupying the Lot and the details of the person or company who is the Managing Agent of the Lot prior to the commencement of the tenancy;
- 25.1.2 Incorporate these rules in any lease, licence or other occupancy agreement granted over a Lot; and
- 25.1.3 Provide a copy of the rules of the Owners Corporation and a copy of the Hand Guide to the tenant occupying its Lot.
- 25.1.4 Make reasonable attempts to ensure that the tenant occupying the Lot abides by the rules of the Owners Corporation

26 AIR CONDITIONING SYSTEM

26.1 Each Member must at its cost, maintain the air conditioning system situated within that Member's Lot or servicing that Member's Lot (where the air conditioning system is located elsewhere in the Building) in accordance with the manufacturer's instructions.

26.2 A Member or Occupier of a Lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.

27 ACCESS TO CLEANING APPARATUS

27.1 A Member must and must ensure that an Occupier of its Lots will at reasonable times and on reasonable prior written notice, allow the Owners Corporation and the Building Manager and their employees, agents and contractors access through its Lot to the cleaning apparatus to conduct cleaning and maintenance on the outside of the Building and Common Property.

27.2 The Owners Corporation, the Building Manager and their employees, agents and contractors in carrying out the cleaning and maintenance of the outside of the Building may:

- 27.2.1 Enter the Member's Lot (including any balcony);
- 27.2.2 Bring anything reasonably required for the purpose of cleaning and maintaining the outside of the Building onto the Lot or the balcony;
- 27.2.3 Enter the cleaning apparatus from the window or the balcony of the Lot for the purposes of cleaning and maintaining the outside of the Building; and
- 27.2.4 Enter the cleaning apparatus from the window or the balcony of the Lot for the purpose of conducting such repairs as may from time to time be required to the cleaning apparatus.

27.3 A Member must not interfere in any way with the cleaning apparatus.

27.4 The Owners Corporation and the Building Manager will ensure that as little inconvenience as possible to the Lot owner and any occupant of the Lot.

28 SIGNAGE (EXCLUDING COMMERCIAL LOT SIGNAGE)

28.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:

- 28.1.1 Permit any placard, advertisement or signage in or upon the Member's Lot or upon the Common Property unless it obtains the prior written consent of the Owners Corporation and then only in accordance with the terms and conditions of that consent;

- 28.1.2 Permit any advertising material, logos, or sign writing to any external window or glazing or external solid façade of a Lot or the Building without obtaining the prior written consent of the Owners Corporation; and
- 28.1.3 Obstruct or otherwise interfere with lease, licence and other agreements entered into by or on behalf of the Owners Corporation relating to signage on the Common Property.

29 BREACH OF THE RULES OR RULES OF USE

- 29.1 A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use.

30 RECREATION FACILITIES

- 30.1 A Member must not and must ensure that the Occupier of a Member's Lot:
- 30.1.1 Does not use the Recreation Facilities otherwise than in accordance with the Rules of Use applicable to those facilities, permitted hours (as determined by the Manager), and without limiting the generality of Rule 29, the Building Manager and the Owners Corporation may prevent any Member, Occupier who breach the applicable Rules of Use or these Rules, from using the Recreation Facilities.
- 30.1.2 Does not bring any breakable materials in to the Recreational Facilities that may cause harm to others
- 30.1.3 Engage in any sexual activities or inappropriate behaviour whilst using the Recreational Facilities.
- 30.2 A Member must and must ensure that the Occupier of a Member's Lot leaves the Recreational Facilities clean and tidy and in good working order after use.

31 GARDEN & BBQ AREA

- 31.1 A Member must not and must ensure that the Occupier of a Member's Lot does not;
- 31.1.1 Use the rooftop Garden and BBQ area so as to not cause unreasonable inconvenience, disturbance or disruption on the rights or enjoyment of other lot owners or occupiers of the Owners Corporation.
- 31.1.2 All lot owners and occupier must ensure that they and all invitees and visitors comply with the Conditions of Use of all BBQ equipment and ensure it is operated in a safe and responsible manner at all times;
- 31.2 A Member must and must ensure that the Occupier of a Member's Lot will ensure that any areas utilised are left in a clean, neat, tidy and presentable manner;
- 31.2.1 All users of the area do so at their own risk and undertake to fully indemnify the Owners Corporation from any and all forms of legal liabilities whatsoever.
- 31.2.2 Running, ball playing, noisy or hazardous activity is not permitted.
- 31.3 The Garden and BBQ area must not be used for business seminars, or rented out to a third party or use to conduct any activity which may attract complaints or may be deemed inappropriate and a Member must (and must ensure that the Occupier of a Member's Lot):
- 31.3.1 Wash all cutlery, utensils / dishes and clean the sink after use
- 31.3.2 Remove all consumables if any, that is stored in the fridge after use.
- 31.3.3 Report any breakage or missing items as soon as possible to the Building Manager.
- 31.3.4 Clean all spillage and stains if any
- 31.3.5 Reimburse the Owners Corporation for any breakage or damage caused to any items in the Lounge.

31.3.6 Report any breakage or missing items as soon as possible to the Building Manager.

32 DISPUTE RESOLUTION PROCEDURES

32.1 The dispute resolution procedure will be in accordance with the Act.

33 RECOVERY OF OUTSTANDING FEES AND OTHER MONEY DUE TO THE OWNERS CORPORATION

33.1 The Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any Member of the Owners Corporation in any court of competent jurisdiction including for the purpose of bankruptcy or winding up of a company.

33.2 Rule 34.1 does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

33.3 Should a Member have any outstanding fees, levies, charges or other money due to the Owners Corporation, the Owners Corporation may restrict access to Recreation Facilities within the building, until such time as those monies have been paid in full.

34 COSTS

34.1 All costs and expenses arising out of any breach by a Member, or an Occupier of a Lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be payable by any Member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation on an indemnity basis.

35 MISCELLANEOUS

35.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

35.1.1 Do anything whereby any policy of insurance taken out by the Owners Corporation may become void or voidable or which may make the Owners Corporation liable for increase in premium;

35.1.2 Contravene any requirement or any authority having jurisdiction over the Building and/or the Member's Lot.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Owners Corporation Certificate

s.151 Owners Corporations Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation

Address

This Certificate is issued for Lot

Applicant for the Certificate

Date that the application was received

Owners Corporation Plan No. 739456j

275 Abbotsford Street, NORTH MELBOURNE

Lot B121C on Plan of Subdivision No. 739456j


InfoTrack on behalf of Nicholas James Lawyers

24/01/2025


Important:
The information in this Certificate is issued on 24/01/2025.

You can inspect the Owners Corporations register for additional information and you should obtain a new Certificate for current information prior to settlement.


1.	The current quarterly fees are detailed below and any future fees are identified in the attached Annual General Meeting Minutes.		
	\$88.19 (01/01/2025 - 31/03/2025) - Payment received \$144.49 (01/04/2025 - 30/06/2025) - Payment not yet due		
2.	The date to which the fees for the Lot have been paid up to is:		
	31/03/2025		
3.	The total of any unpaid fees or charges or any amounts in credit for the Lot are:		
	Admin & Maint Arrears	Penalty Interest	Total Unpaid
	\$0.00	\$0.00	\$0.00
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:		
	Due date	Amount	Details



MACQUARIE
BANK



DEFT
PAYMENT SYSTEMS



iB
PAY

Billers Code: 96503

Total Due: \$0.00

Ref: 214481863 151725

*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 1800 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	None to the knowledge of the Owners Corporation as at 24/01/2025.
6.	The Owners Corporation has the following insurance cover:
	Please see attached Certificate of Currency.
7.	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:
	No.
8.	The total funds held by the Owners Corporation:
	Please see attached current Balance Sheet.
9.	Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	A Special Levy may be raised for all/any Occupational Health & Safety and Essential Safety Services compliance requirements, and in accordance with delegation resolution/s passed at the Annual General Meeting.
10.	Are there any current contracts, leases, licenses or agreements affecting the common property. If so, then provide details:
	<ul style="list-style-type: none"> On 4 July 2017, the Owners Corporation resolved by special resolution to enter into a licence agreement between Owners Corporation 1 and VG Property Holdings Pty Ltd, ACN 089 086 822 for the purpose of installing signage On 4 July 2017, the Owners Corporation resolved by special resolution to sign and execute the Deed of Acknowledgement between Owners Corporation 1 and VG Property Holdings Pty Ltd, ACN 089 086 822 for the purpose of works in connection with the installation, erection and maintenance of security or garage door
11.	Are there any current agreements to provide services to Lot Owners, occupiers or the public? If so, then provide details:
	<ul style="list-style-type: none"> The Owners Corporation has entered into agreements for the provision of various utilities including but not limited to water, gas and electricity, telephone and internet The Owners Corporation has entered in to agreements for the provision of various service and maintenance contracts including but not limited to lifts, fires services, mechanical services, cleaning, building and facilities management, and owners corporation management The Owners Corporation currently has an agreement with Origin Energy for the supply of electricity and bulk hot water The Owners Corporation on 4 July 2017 resolved by special resolution to enter into an agreement with Connect Facilities Pty Ltd for the provision of facility and building management services
12.	Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied are? If so, then provide details:
	None to the knowledge of the Owners Corporation as at 24/01/2025.

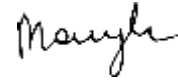
13.	Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	There are no legal proceedings known as at 24/01/2025 to which the Owners Corporation is a party.
14.	Has the Owners Corporation appointed or resolved to appoint a manager? If so, then provide details:
	Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000
15.	Has an administrator has been appointed for the Owners Corporation, or has been a proposal for the appointment of an administrator?
	No administrator has been appointed.
16.	Documents required to be attached to the Owners Corporation Certificate are:
	<ul style="list-style-type: none"> • A copy of the most recent Annual General Meeting minutes • A copy of the current Certificate of Currency • A copy of the current Balance Sheet • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "<i>Statement of advice and information for prospective purchasers and Lot owners</i>"
17.	<p>More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:</p> <p>Melcorp Strata Pty Ltd 17/501 Swanston Street Melbourne VIC 3000 info@melcorpstrata.com.au</p> <p>The information in this Certificate is correct to the best of the manager's knowledge at the date it is given. The information in this Certificate is subject to change without notice.</p> <p>Pursuant to section 135(1) of <i>Owners Corporations Act 2006</i>, a Lot Owner who does not occupy the Lot or who will be absent from the Lot for more than 3 months must advise the Owners Corporation of the Lot Owner's mailing address in Australia for the service of notices and any changes to it as soon as possible.</p> <p>Please note: Payments made at Australia Post and by cheque will incur a \$2.75 DEFT processing fee.</p>

This Owners Corporation Certificate was prepared by:

Postal address

Melcorp Strata Pty Ltd
17/501 Swanston Street
Melbourne VIC 3000
info@melcorpstrata.com.au

Signature




Print name

Anna Manarczyk

(name of management company if relevant) as delegate of the Owners Corporation

Melcorp Strata Pty Ltd

A dense, dark green tropical foliage background with various leaf shapes, including palm fronds and broad-leafed plants, creating a lush, jungle-like atmosphere. The text is overlaid in the center.

MINUTES *of* ANNUAL GENERAL MEETING

10 December 2024

Minutes of the Annual General Meeting

PS739456J – ARDEN PARK

**MEETING HELD ON: THURSDAY 28 NOVEMBER AT 5:30PM
VIA MICROSOFT TEAMS**

1. REGISTRATION OF PERSONS PRESENT AT MEETING

1.1 Members Present and Proxy Registration

Lot No	Name
210, B227S & B229C	Leanne Bolton
102, B224S & B232C	Adele Chatterton
214, B209C, B214S & B213S	Xi Lu & Ross Stanley
318 & B106C	Christopher Peacock & Marie Peacock
313, B223S & B210C	Nathan Zhivov

1.2 In Attendance

Name	Company
Kirrily Sandiford	Melcorp Strata
Emily Pountney	Melcorp Strata
Leanne McConnell	Connect Facilities

2. REGISTRATION OF APOLOGIES

Denis Zagorodnyuk – Lot 406 & B238C
Michael Halls – Lot G07, B133C & B202S
Russell Ward – Lot 217 & B202C

3. QUORUM DETERMINATION

It was noted that in accordance with section 77 of the Owners Corporations Act 2006, that a quorum was not achieved for Owners Corporation 1 & 2 PS73231W and therefore all decisions made will be interim decisions of the Owners Corporation.

NOTICE OF INTERIM RESOLUTIONS

Interim decisions will become decisions of the Owners Corporation, if no petition (from lot owners representing at least 25% of the total lot entitlements) is received within 29 days of the interim decision (being **27 December 2024**).

WHAT MUST YOU DO?

If you disagree with the result of any of the resolutions passed at this meeting, then you must petition the manager of the Owners Corporation to call another meeting within 28 days of the Meeting. The manager's details are as follows:

Melcorp Strata
Level 17, 501 Swanston Street
Melbourne Vic 3000
E: info@melcorpstrata.com.au
Ph: 03 8638 1822

4. APPOINTMENT OF CHAIRPERSON AND MINUTE TAKER FOR THE MEETING

Members resolved that Kirrily Sandiford of Melcorp Strata be appointed as the Chairperson of the Meeting and to take the Minutes of the Meeting.

5. BUSINESS WITH NOTICE

5.1 Minutes of the Previous Meeting Resolved by Ordinary Resolution

That the Annual General Meeting Minutes dated 21 September 2023, attached to the Notice of Meeting, be accepted as a true and correct record of the Meeting in accordance with Section 71 of the Owners Corporations Act 2006.

5.2 Owners Corporation Insurance Policy 5.2.1 Insurance Policy Resolved by Ordinary Resolution

That the Owners Corporation receive and accept the Certificate of Currency from Chubb Insurance Australia Limited for the period 03/07/2024 – 03/07/2025, a copy of which is attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

Note: The Owners Corporation Insurance policy does not cover fittings (including carpets, light fittings and window furnishings), contents and/or public liability for individual lots, it is therefore strongly suggested that each owner seeks their own independent advice on insurance to ensure that they have adequate cover for their personnel assets and effects.

5.2.2 Insurance Excess Resolved by Ordinary Resolution

That the Owners Corporation may charge the excess payable on any insurance claim against the Owners Corporations' insurance to the party whose property, actions or inactions gave rise to the insurable event as deemed by the Owners Corporation.

5.3 Consideration of Reports

5.3.1 Owners Corporation Managers Report

Resolved by Ordinary Resolution

That the Owners Corporation receive and accept the report from the Owners Corporation Manager, attached to the Notice of Meeting, in accordance with Section 126 of the Owners Corporations Act 2006.

5.3.2 Committee Report

Resolved by Ordinary Resolution

That the Owners Corporation receive and accept the report from the Committee of Management, attached to the Notice of Meeting, in accordance with Section 115 of the Owners Corporations Act 2006.

5.3.3 Owners Corporation Complaints

Resolved by Ordinary Resolution

In accordance with Section 159 of the Owners Corporation Act 2006, we report to the Annual General Meeting that no complaint was made against the Owners Corporation

5.4 Financial Management

5.4.1 Financial Statements for the Financial Period 01/07/2023 – 30/06/2024

Resolved by Ordinary Resolution

That Owners Corporation 1 receive and accept the Balance Sheet and Income and Expenditure Statement for the financial year 01/07/2023 to 30/06/2024, as attached to the Notice of Meeting, showing overall Members Funds of \$415,827.54, represented as \$84,428.07 in the Administrative Fund and \$331,399.47 in the Maintenance Fund, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.2 Financial Review Reports

Resolved by Ordinary Resolution

That Owners Corporation 1 accept the Independent Financial Review Report from Willis Partners, as attached to the Notice of Meeting, in accordance with Section 71 of the Owners Corporations Act 2006.

5.4.3 Proposed Administrative Budget and Fees for the Financial Period 01/07/2024 - 30/06/2025

Resolved by Ordinary Resolution

That Owners Corporation 1 approve and determine the Administrative Fund Budget of \$354,647.01 including GST, for the financial period 01/07/2024 - 30/06/2025, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that Owners Corporation 1 approve and determine the Administrative Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of July, October, January and April:

Period	Total Funds	Per unit of Lot Liability
Jul 24 – Sep 24	\$84,533.83	\$8.38**
Oct 24 – Dec 24	\$84,533.83	\$8.38**
Jan 25 – Mar 25	\$92,789.63	\$9.20
Apr 25 – Jun 25	\$92,789.63	\$9.20

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.5 Adoption of Maintenance Plan

5.5.1 Maintenance Fund Budget and Fees for the Period 01/07/2024-30/06/2025

Resolved by Ordinary Resolution

That Owners Corporation 1 approve and determine the Maintenance Fund Budget of \$103,608.00 including GST, in accordance with the approved Maintenance Plan, for the financial period 01/07/2024-30/06-2025, as attached to the Notice of Meeting, in accordance with Section 71 and 72 of the Owners Corporations Act 2006.

Further, that the Owners Corporation approve and determine the Maintenance Fund Fees in accordance with Section 23 of the Owners Corporations Act 2006, in line with the following table and further that Fee Notices be issued in quarterly instalments due on the first day of July, October, January and April:

Period	Total Funds	Per unit of Lot Liability
Jul 24 – Sep 24	\$14,262.60	\$1.41**
Oct 24 – Dec 24	\$14,262.60	\$1.41**
Jan 25 – Mar 25	\$37,541.25	\$3.72
Apr 25 – Jun 25	\$37,541.25	\$3.72

*These figures are rounded. Actual amount charged will vary slightly. These figures are inclusive of GST. **These periods have already been invoiced to all owners*

5.6 Interest

5.6.1 Penalty Interest

Resolved by Ordinary Resolution

That Owners Corporation 1 instruct Melcorp Strata to charge penalty interest on all arrears in accordance with Section 29 of the Owners Corporations Act 2006 and further that the rate charged will be the maximum allowed in accordance with the Penalty Interest Rates Act 1983, in accordance with Section 29 of the Owners Corporations Act 2006.

5.6.2 Authority to Waive Penalty Interest

Resolved by Ordinary Resolution

That Owners Corporation 1 delegate to the Owners Corporation Manager the power to grant a waiver of payment of interest upon first time offences and other special circumstances that merit such consideration.

5.6.3 Report on Request of Waiver of Interest

Members of Owners Corporation 1 to note that there was zero interest waiver request for the financial period 01/07/2023 - 30/06/2024, in accordance with Section 29 of the Owners Corporations Act 2006.

5.7 Arrears Management

5.7.1 Levy Arrears

Resolved by Ordinary Resolution

That Owners Corporation 1 instruct Melcorp Strata to take all lot owners who are in arrears, and who have received a “Final Fee Notice”, to VCAT/Magistrates Court of Victoria or any other Court or Tribunal of competent jurisdiction, to recover all monies owed to the Owners Corporation in accordance with Section 30 of the Owners Corporations Act 2006, further that the Owners Corporation instruct Melcorp Strata to recover from the lot owner all fees and charges associated with making such application.

5.7.2 Recovery of Costs

Resolved by Ordinary Resolution

That Owners Corporation 1 recover from respective lot owners all charges, fees, disbursements, incidental costs, solicitor fees, and VCAT/Magistrates Court of Victoria, or any other Court or Tribunal of competent jurisdiction, charges incurred by the Owners Corporation to recover any monies owing to the Owners Corporation for any breach, contravention or non-compliance to any rules, resolutions or regulations relating to the Owners Corporation.

5.8 Committee of Management

5.8.1 Appointment of Committee of Management

Resolved by Ordinary Resolution

That Owners Corporation 1 appoints and confirms a Committee of Management of more than three Members, but not more than seven Members in accordance with Section 103 of the Owners Corporations Act 2006 as follows:

NAME
Leanne Bolton
Adele Chatteron
Denis Zagorodnyuk
Nathan Zhivov
Ross Stanley

5.8.2 Delegation of Power

Resolved by Ordinary Resolution

That in accordance with Section 11 of the Owners Corporations Act 2006, Owners Corporation 1 delegate to the Committee, Chairperson, Secretary and Owners Corporation Manager all powers and functions that may be delegated to ensure the efficient and effective operation of the Owners Corporation.

6. GENERAL BUSINESS

Nil

7. CLOSURE

The meeting closed at 6:25pm.



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 04 July 2024

Certificate of Currency

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

Certificate of Currency		
Named Insured:	PS 739456J	
Indemnity to Others (Section 5, General Liability Insurance Policy)	Not Applicable	
Policy Number:	02GS032400	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 03 July 2024, Local Standard Time
	To:	4.00pm on 03 July 2025, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	275 Abbotsford Street, Incorporating Arden Street, Andersons, & Little Lothian Street, North Melbourne VIC 3051	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 42,598,347
	Common Contents	AUD 425,983
	Catastrophe	AUD 6,453,650
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 6,389,752	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 55,867,732	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 30,000,000 in respect of any one Occurrence
	Property Damage	AUD 30,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 2,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 04 July 2024 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

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

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

Signed:



Loic Tuchagues
Property Underwriter NUC

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

Melcorp Strata Pty Ltd

L17/501 Swanston St MELBOURNE VIC 3000 ABN: 88 065 174 677

Ph: 03 8638 1822 Email: info@melcorpstrata.com.au

Printed: 24/01/2025 12:18 pm User: Emily Pountney

Balance Sheet - O/Corp 739456J
"ARDEN PARK"
275 ABBOTSFORD STREET, NORTH MELBOURNE, VIC 3051
For the Financial Period 01/07/2024 to 24/01/2025

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
PS 739456J	\$70,867.04	\$111,550.14	\$182,417.18
Macquarie Bank BSB: 183-334 Acc No: 214481863			
PS739456J TD	\$0.00	\$162,888.62	\$162,888.62
Macquarie Bank BSB: 183-334 Acc No: 277145116			
PS739456J TD1	\$0.00	\$103,556.69	\$103,556.69
Macquarie Bank BSB: 183-334 Acc No: 229948476			
Accounts Receivable	\$1,862.30	\$0.00	\$1,862.30
Levies Receivable	\$1,244.11	\$161.65	\$1,405.76
Petty Cash	\$500.00	\$0.00	\$500.00
Total Assets	\$74,473.45	\$378,157.10	\$452,630.55
Liabilities			
Accounts Payable	\$(35,337.38)	\$0.00	\$(35,337.38)
BAS Clearing	\$(2,714.62)	\$1,259.84	\$(1,454.78)
Levies in Advance	\$3,267.54	\$100.53	\$3,368.07
Other Payable - FFN	\$461.37	\$0.00	\$461.37
PayG	\$(169.00)	\$0.00	\$(169.00)
GST Clearing Account	\$3,016.19	\$361.81	\$3,378.00
Total Liabilities	\$(31,475.90)	\$1,722.18	\$(29,753.72)
Net Assets	\$105,949.35	\$376,434.92	\$482,384.27

Melcorp Strata Pty Ltd

L17/501 Swanston St MELBOURNE VIC 3000 ABN: 88 065 174 677

Ph: 03 8638 1822 Email: info@melcorpstrata.com.au

Printed: 24/01/2025 12:18 pm User: Emily Pountney

Balance Sheet - O/Corp 739456J
"ARDEN PARK"
275 ABBOTSFORD STREET, NORTH MELBOURNE, VIC 3051
For the Financial Period 01/07/2024 to 24/01/2025

	Administrative	Maintenance	TOTAL THIS YEAR
Owners Funds			
Opening Balance	\$83,712.07	\$331,399.47	\$415,111.54
Net Income For The Period	\$22,237.28	\$45,035.45	\$67,272.73
Total Owners Funds	\$105,949.35	\$376,434.92	\$482,384.27

ARDEN PARK
OWNERS CORPORATION RULES
135-139 Arden St & 261-275 Abbotsford St, North
Melbourne

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1 DEFINITIONS AND INTERPRETATIONS

1.1 In the rules the following words have the following meanings:

Act means the Owners Corporation Act 2006 (as amended).

Building means the building on the Land situated 135-139 Arden St & 261-275 Abbotsford St, North Melbourne.

Building Manager means the person, firm or company appointed by the Owners Corporation to manage the Building.

Car Space means lots designated or shown as car spaces on the Plan.

Commercial Lot means lots used as retail or commercial lots on the Plan.

Common Property means the common property created on the Plan.

Cleaning Apparatus means the cleaning apparatus used for the purpose of cleaning and maintaining the outside of the building, including but not limited to structures and windows of the Building (if applicable).

Lift means any lift in the Building owned by the Owners Corporation.

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

Lot or Lots means a lot or lots on the Plan.

Manager means a manager appointed in accordance with Section 119 of the Act.

Member means an owner of a Lot.

Occupier means a person who occupies a Lot, including their guests.

Owners Corporation means any Owners Corporation created under the Plan of Subdivision and includes any Manager who, or committee established under Part 5 of the Act that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of these Rules.

Plan means Plan of Subdivision No. PS 739456J.

Recreation Facilities means the facilities on Common Property as shown on the Plan, and includes the level 4 rooftop garden;

Rules of Use means any directions, notices or rules of use made by the Building Manager or the Owners Corporation from time to time for the proper management and administration of the Common Property.

Security Key means key, swipe card or any other device to secure the Building or any part thereof, or to gain entry thereto.

Storage Space means the area designated for storage as shown on the Plan.

1.2 In these rules, unless the context indicates a contrary intention:

1.2.1 Words denoting any gender include all genders;

1.2.2 The singular number includes the plural and vice versa

1.2.3 A person includes their executors, administrators, successors, substitutes and assigns;

1.2.4 Words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa;

1.2.5 Any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;

1.2.6 References to any legislation includes any legislation which amends or replaces that legislation;

1.2.7 For the purpose of Rule 1.1, any definition that is subsequently changed in the Act will have the meaning given to it by the Act;

1.2.8 Headings are included for convenience only and will not affect the interpretation of these rules and;

1.2.9 A reference to anything includes the whole or each part of it, and;

2 USE OF COMMON PROPERTY AND LOTS

2.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

2.1.1 Use the Common Property or permit the Common Property to be used in such a manner as to unreasonable interfere with or prevent its use by other Member or Occupants of Lots or their families or visitors;

2.1.2 Park or leave a vehicle or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for such purpose by the Owners Corporation;

2.1.3 Use or permit a Lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier.

2.1.4 Make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation;

2.1.5 Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of 10:00pm and 8:00am, or at any other time in such a manner as to contravene rule 2.1.4 above;

2.1.6 Damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the Common Property or use then for any purpose other than the purpose for which they are provided or properly available for;

2.1.7 Enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area without the prior written consent of the Owners Corporation;

2.1.8 Use any part of the Building, Lots or Common Property for a purpose other than the purpose for which it has been provided or for which it is properly available;

2.1.9 Use or permit any person under his or her control to use roller blades, roller skates, scooters or a skateboard on the Common Property;

- 2.1.10 Use or permit a Lot to be used other than for private residential or accommodation purposes, including no short term letting of apartments for less than 90 days, with the exception of any Commercial Lot;
- 2.1.11 Provide access by any unauthorised person to the Common Property;
- 2.1.12 Store any flammable liquid or chemical on any Lot or on any part of the Common Property (excluding any liquids, chemicals or other materials used in domestic use or in the fuel tank of a motor vehicle);
- 2.1.13 Smoke on Common Property;
- 2.1.14 Dispose of any cigarette butts or ash on to the Common Property or on to or over the balconies of Lots;
- 2.1.15 Use or permit to be used in a manner that would contravene any planning regulations, requirements or restrictions placed on the Plan;
- 2.1.16 Hold or allow to be held in any Lot or on any part of the Common Property any sale or auction;
- 2.1.17 Place or leave any item on the Common Property so as to obstruct the Common Property or an entrance to a Member's Lot;
- 2.1.18 Store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that written consent;
- 2.1.19 Smoke in any part of the Common Property without limitation in lifts, passageways, foyers and stairs on the Common Property;
- 2.1.20 Except in emergencies, to permit any trades people or work people to be on a Lot or the Common Property:
 - a) On a Saturday, Sunday or public holiday; or
 - b) Before 8.30am or after 5:30pm on any other day.
- 2.1.21 Install in any Lot a safe or other item of greater mass than 100kg when full of generating a floor loading greater than 150kg per square metre when full, without the consent of the Owners Corporation; and
- 2.1.22 Without the prior written consent of the Owners Corporation, remove (or use for any purpose not intended) any articles from the Common Property placed there by or at the direction of the Owners Corporation.
- 2.1.23 Use any method of heating, cooling or lighting and Lots other than those provided by the Owners Corporation;

3 INTERFERENCE WITH FITTINGS, SERVICES OR FACILITIES

- 3.1 A Member must not, and ensure the Occupier of a Member's Lot does not:
 - 3.1.1 Obstruct windows, air vents, air-conditioning ducts, skylight or emergency exits in, or any other part of, the Common Property;
 - 3.1.2 Breach the fire regulations by installing unapproved dead locks or peep holes on any Lot or on the Common Property that would void the Owners Corporation's insurance policies;
 - 3.1.3 Cover or obstruct any lights, sky lights, windows or other means of illuminations of the Common Property or the Building;
 - 3.1.4 Do any act or thing which affects the working of the air-conditioning in the Building (including, without limitation, altering any thermostat or other control in the Building, the Common Property or in the Lots);
 - 3.1.5 Obstruct or in any way interfere with any fire appliance, cupboard, stairway or landing in the Building or permit any fire appliance, cupboard, stairway or landing in the Building to be obstructed; and

- 3.1.6 Do any act or thing to interfere with the fresh air supply, design and pressure equalization of the Building and must not place any obstruction or permanent door seal to the base of any apartment entry door.

4 APPEARANCE OF A LOT

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

- 4.1.1 Hang or place on any balcony or in any window of a Member's Lot or in or about the Common Property anything which adversely affects the outward appearance or state of repair of a Member's Lot or the Common Property or which may Otherwise affect the use and enjoyment of the Lots and Common Property of the Building by members or Occupiers;
- 4.1.2 Hang or place any washing or wind chimes on or from any balcony or in or from any window;
- 4.1.3 Use any balcony as a place of storage;
- 4.1.4 Allow any item to be thrown off a balcony or out any window, and in the case that this rule is not adhered to, the Member or Occupier takes full responsibility for the liability of such action;
- 4.1.5 Keep a plant on a balcony if the planter which it is in allows water to drain through drainage holes in the planter unless the planter is in a container which will retain all water that drains from the planter;
- 4.1.6 Keep or allow anything belonging to a Member or Occupier of a Member's Lot to be on any balcony or any part of the exterior of a Member's Lot after being given notice by the Owners Corporation to remove that thing after the Owners Corporation has resolved that the thing is causing a nuisance or adversely affected the use and enjoyment of the Building, Lots or Common Property by Members and Occupiers.
- 4.1.7 Allow any garden, plant, balcony or open land forming part of the Lot to become unkempt, overgrown or unsightly;
- 4.1.8 Without the prior written consent of the Owners Corporation which shall not be unreasonably withheld, install or place, or permit to remain installed or placed, any air-conditioning unit, fan, or other appliance in such a position as to be visible from outside the Member's Lot;
- 4.1.9 Install or modify any external wireless, television aerial, satellite dish receiver, wiring, cables, pipes or other apparatus on or to a balcony or to the external façade of the Building;
- 4.1.10 Operate a barbecue or similar cooking device other than in an open ventilated area or balcony of a Lot or otherwise in accordance with the directions of the Building Manager;
- 4.1.11 Maintain inside a Lot anything visible from the outside of a Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
- 4.1.12 Install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation;
- 4.1.13 Operate or permit to be operated on the Lot, any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Building; and
- 4.1.14 Install an intruder alarm that emits an audible signal.

5 WINDOW FURNISHINGS

- 5.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 5.1.1 Install any curtains, window coverings or replacement blinds on the interior of any windows or doors in any Lot, which are visible externally unless the surface of such blinds that face directly face the outside of a Lot are either Sunscreen Roller Blinds (transparent mesh) – Colour White or Blackout

Roller Blinds - Colour White, or such other colour or material as advised by the Owners Corporation, and are of the same or comparable quality and material and have otherwise been approved in writing by the Owners Corporation; and

- 5.1.2 Install any curtains or other coverings on the interior of any windows or doors in any Lot that are visible externally;

6 WASTE OR GARBAGE

6.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 6.1.1 Store or keep waste or garbage other than in the designated waste receptacles or waste disposal chutes within the Member's Lot or as otherwise directed by the Owners Corporation;
- 6.1.2 Put any waste in the waste receptacles or waste chutes within the Member's Lot or within Common Property that causes or is likely to cause a blockage.
- 6.1.3 Put any garbage or refuse anywhere on Common Property other than in garbage bins, garbage chutes or containers so designated by the Owners Corporation;
- 6.1.4 Put any type of waste or garbage in Owners Corporation garbage bins or containers other than the type of waste designated for those bins;
- 6.1.5 Put any waste or garbage in Owners Corporation bins or containers designated for use by members of the public;
- 6.1.6 Put any hard waste upon the Lot or the Common Property, without the prior written consent of the Owners Corporation;
- 6.1.7 Burn any rubbish or waste in or upon the Lot or the Common Property unless given written direction by the Building Manager or Owners Corporation; and
- 6.1.8 Throw, drop, or let fall any article or substance from or out of a Lot or the Common Property.

7 ALTERATIONS OF LOTS AND COMMON PROPERTY

7.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

- 7.1.1 Make any alteration, addition to, paint or decorate the exterior of a Member's Lot;
- 7.1.2 Carry out or permit to be carried out any building work (including the removal of walls between Lots or the installation of cages in Storage Areas) unless:
 - a) At least 21 days' written notice of intention to carry out the work, accompanied by proper plans specifications of the work, has been given to the Owners Corporation by the Member who owns the Lot on which the work is proposed to be carried out;
 - b) The Owners Corporation gives its prior written approval of the work;
 - c) The work is carried out in accordance with such reasonable directions as the Owners Corporation may give;
 - d) The work is carried out by the contractor approved in writing by the Owners Corporation;
 - e) The Member signs an indemnity prepared by the Owners Corporation against all loss and damage caused directly or indirectly by the works;
 - f) The work complies with all laws; and
 - g) The work is carried out between 8:30am – 5:30pm Monday to Friday

- h) The work does not detract or interfere with in any way the external appearance of the Building nor interfere with the business of any Occupiers of the building rights granted to those Occupiers.

7.1.3 Make any alteration or addition to any part of the Common Property or to attach or place anything to or in any part of it; and

7.1.4 Make any alteration to a Member's Lot which may cause or result in any damage or deterioration to the Building or any other Lot or the Common Property or which may otherwise adversely affect the use and enjoyment of the Building or other Lots and the Common Property by other Members or Occupiers.

8 SECURITY

8.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

8.1.1 Reproduce any keys or access devices issued by the Owners Corporation for the Common Property;

8.1.2 Do anything which may adversely affect the security protection of the Building or any Lot or Common Property including allowing a person not being a Member's or Occupier's visitor or person authorized by the Owners Corporation to enter the Common Property; and

8.1.3 Keep or leave open or permit any security door or security gate or the door into any stairwell to be kept or left open for any purpose whatsoever.

8.2 A Member must and must ensure that the Occupier of a Member's Lot will:

8.2.1 Notify the Owners Corporation of the name and contact details of any person using a Security Key to access the Building.

8.2.2 Secure the Member's Lot when it is unoccupied and comply with the Owners Corporation's and the Building Manager's reasonable directions about the Building's security;

8.2.3 At the Member's cost replace any security key which is issued to the Member by the Owners Corporation or the Building Manager; and

8.2.4 Upon request account for all security keys issued to the Member by the Owners Corporation or the Building Manager.

8.3 The Owners Corporation has at its discretion the ability to limit the amount of Security Keys given to any one Lot.

9 CAR SPACE, MOTOR BIKES, BICYCLES, AND STORAGE SPACES

9.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

9.1.1 Except in the case where there is a designated storage space within a Car Space, use a Car Space for storage of any item outside of its intended use as a car parking facility;

9.1.2 Use a Storage Space other than for storage of the Member's or Occupier's personal goods and materials;

9.1.3 Install or permit the installation of covering to any Storage Space other than as permitted by the Owners Corporation.

9.1.4 Store anything at heights greater than those reasonably advised by the Owners Corporation from time to time

9.1.5 Permit any bicycle to be stored other than in the areas of the Common Property designated by the Owners Corporation or its agent for such purposes.

9.1.6 Bring or move any motor cycle into a Lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property.

9.2 A Member must and must ensure that the Occupier of a Member's Lot will:

9.2.1 Advise the Owners Corporation of the registration number of the motor vehicle to be parked in that Member's car park. Only the Member's designated motor vehicle can be parked at the Member's car park.

9.2.2 Keep the Car Space clean and free of oil, coolant, brake fluid and water and permit The Owners Corporation to clean the Car Space (at the cost of the Owner) if the Member or Occupier fails to comply with its obligations under this Rule.

9.2.3 Store all bicycles in the designated areas of the Common Property fitted with bicycle racks or other storage facilities and designated by the Manager or the Owners Corporation for that purpose;

9.2.4 Not bring or move any bicycle into a Lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property; and

9.2.5 Only use the good lift for transportation of bicycles and designated bike paths in the Building for the use of bicycles.

9.3 The lot owner will not hold the Owners Corporation responsible in any way in the event that a bicycle or motor cycle or any other equipment is stolen or damaged whilst stored on the Common Property.

10 PETS AND ANIMALS

10.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

10.1.1 Keep any animal within a Member's Lot without the prior written consent of the Owners Corporation;

10.1.2 Bring or permit any person to bring any animal other than an animal approved by the Owners Corporation ("approved animal") into the Building;

10.1.3 Exercise any animal on Common Property or allow any animal to roam free on Common Property and must remove any animal after the Building Manager has determined it is causing a nuisance;

10.1.4 Keep any animal on the Common Property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.

10.2 In the case of an approved animal a Member must and must ensure that the Occupier of a Member's Lot will:

10.2.1 Provide the Owners Corporation with the microchip number

10.2.2 Provide the owners corporation with proof of registration with the local authority

10.2.3 Not keep any approved animal on a Lot balcony if its owner is not present;

10.2.4 Not fail to clean up animal faeces;

10.2.5 make good any damage caused to the common Property by the animal.

11 MOVING FURNITURE OR OTHER ITEMS

11.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

11.1.1 Move furniture or other items likely to cause damage or obstruction through the Common Property unless the Building Manager is given at least 48 hours prior notice and has approved the day and time of the proposed move and must not:

a) Do so on a Sunday or public holiday;

- b) Do so on a Saturday without paying the fee set by the Owners Corporation for any overtime attendance by the Building Manager or other personnel;
- c) Permit any trades people to commence operations prior to making contact with the Building Manager;
- d) Permit any furniture or other items to be brought into or out of the building other than via the goods lift or designated loading area;
- e) Permit any vehicles to restrict access to the car park;
- f) Permit any carriers to enter the Building other than via the designated area for goods delivery;
- g) Conduct operations so as to unduly restrict access of other Members and Occupiers to lifts or lobbies or restrict access to fire escapes;
- h) Place any furniture or other items in lifts other than as specified by the Building Manager and not until protective covers have been placed in the lift by the Building Manager;
- i) Permit any furniture or other items to come into contact with the lift doors; or
- j) Damage the common Property.

11.1.2 A member will be liable to the Owners Corporation for any damage caused to the Building in the exercising of its rights in Rule 11.1 and will pay the costs or rectification of such damage immediately after they have been notified.

12 ACCIDENTS AND DEFECTS

12.1 A Member must and must ensure that the Occupier of a Member's Lot will:

- 12.1.1 Promptly notify the Owners Corporation and the Building Manager in writing of any accident occurring in the Building or on the Lots or Common Property or any defect in or damage to the Building, Lots or Common Property of which they become aware;
- 12.1.2 Promptly notify the Owners Corporation and the Building manager in writing of any breakage or defect in water pipes, air-conditioning ducts or equipment, electrical and light fittings and services and fire equipment of which they become aware; and
- 12.1.3 Compensate the Owners Corporation in respect of damage caused to the common Property or personal property vested in the Owners Corporation caused by that Member or its Occupier, guest or other invitee.

13 CLEANLINESS

13.1 A Member must and must ensure that the Occupier of a Member's Lot will:

- 13.1.1 Keep the Member's Lot clean and in good repair and condition; and
- 13.1.2 Take all reasonable steps to prevent infestation of the Member's Lot by vermin and insects.

14 SAFETY

14.1 A Member must and must ensure that the Occupier of a Member's Lot will:

- 14.1.1 Turn off all taps after use;
- 14.1.2 Turn off any gas appliances after use.
- 14.1.3 Ensure any vehicles, whether motorised or not, do not exceed 5km/hr whilst travelling along any Common Property

15 DIRECTIONS BY OWNERS CORPORATION

15.1 A Member must and must ensure that the Occupier of a Member's Lot will:

15.1.1 Obey all reasonable directions given by the Owners Corporation and the Building Manager in relation to the Common Property including, without limitation, for:

- a) The carriage of goods or furniture in lifts;
- b) The use of services and
- c) Rules of Use
- d) No smoking policies.

16 DOORS AND WINDOWS

16.1 A Member must and must ensure that the Occupier of a Member's Lot will:

16.1.1 Replace all broken windows on balconies or terraces in a Member's Lot within 7 days for non-emergency repairs and immediately for repairs that may reasonably cause health and safety concerns.

16.1.2 Ensure that all external doors and windows are closed when the Member's Lot is not occupied;

17 EMERGENCIES

17.1 A Member must and must ensure that the Occupier of a Member's Lot will:

17.1.1 Participate in any emergency drill in the Building of which the Owners Corporation or Building Manager gives reasonable notice; and

17.1.2 Evacuate the Building immediately and in accordance with the directions of any representative of the Owners Corporation, Building Manager or any Emergency Services personnel when informed of an actual or suspected emergency.

18 CO-OPERATION

18.1 A Member must and must ensure that the Occupier of a Member's Lot will work with the Owners Corporation and the Manager to promote and ensure the proper and orderly working and operation of the Building, common facilities, Common Property and services contained therein.

19 FIRE SAFETY

19.1 A Member must and must ensure that the Occupier of a Member's Lot will:

19.1.1 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;

19.1.2 Ensure compliance with all statutory and other requirements relating to fire safety in respect of its Lot including allowing access to the Lot for inspection and maintenance of equipment and services (including range hood exhaust systems, smoke detectors and sprinkler systems); and

19.1.3 Ensure all smoke detectors installed in a Lot are properly maintained and tested and its batteries are replaced when necessary.

19.1.4 Ensure that any doors related to the lot, including but not limited to the front apartment door, comply with all relevant fire and safety Australian Standards.

20 SELLING OR LEASING ACTIVITIES

- 20.1 A Member must and must ensure that the Occupier of a Member's Lot will ensure that any selling or leasing agent of the Member's Lot does not place any exhibit or advertising sign or board at the entry way to the Lot, the Building, in common areas or on the footpath in front of the Building.

21 CONTROL OF COMMON PROPERTY

- 21.1 The Owners Corporation and the Building manager may close, lock or otherwise control the Common Property from time to time and may take all actions as they deem necessary or appropriate to prevent and prohibit that it considers in its absolute discretion undesirable from entering the Common Property.

22 WIND PRECAUTIONS

- 22.1 The Building is designed to withstand considerable wind velocity, but in order to ensure minimum effect or impact in the enjoyment of all Lots and the Common Property in times of high winds, a Member must and must ensure that the Occupier of a Member's Lot will:

- 22.1.1 Ensure that all windows and balcony doors and windows are firmly closed during periods of high winds;
- 22.1.2 Ensure that no loose items are left on balconies;
- 22.1.3 Ensure that no windows or terrace or balcony door is restrained or prevented from closing by any person or thing;
- 22.1.4 Observe and comply with any electronic warning and ensure that on leaving a Lot no window or balcony door is left unclosed;
- 22.1.5 Comply with wind management directions issued by the Owners Corporation and to promptly comply with any specific direction or request of the Building Manager from time to time in relation to closing of doors and windows;
- 22.1.6 Allow immediate or urgent access to a Member's Lot where the Building Manager becomes aware (by electronic door monitor or otherwise) that any door or window has been left open during high winds and the Building Manager determines that the doors and/or windows should be closed; and
- 22.1.7 Pay all costs and expenses of the Owners Corporation arising from any failure by a Member to comply with its obligations under Rule 22.

23 ADDRESS OF MEMBERS

- 23.1 Each Member must provide the Owners Corporation of an Australian postal address for service of documents and telephone number of the Member or if the Member is a company, the registered office of the company or if the member's lot is managed by a professional real-estate company the registered name of the real-estate company, address and phone number must be provided to the Owners Corporation.
- 23.2 Each Member must promptly inform the Owners Corporation of any change in the address and/or telephone number and/or the registered office as the case may be.

24 MEMBER'S MAIL

- 24.1 A Member must and must ensure that the occupier of a Member's Lot must not place any junk mail in any other Member's Lot or mail box of that Member's Lot.
- 24.2 A Member must and must ensure that the occupier of a Member's Lot regularly clears the mail box for that Member's Lot. If the mail box is located on Common Property and is not regularly cleared, a Member must allow and must cause the occupier of that Member's Lot to allow the Owners Corporation or the Building Manager to clear the mail box.

25 LEASE OF LOT

25.1 A Member who does not occupy its Lot must:

- 25.1.1 Provide to the Owners Corporation the name of the tenant occupying the Lot and the details of the person or company who is the Managing Agent of the Lot prior to the commencement of the tenancy;
- 25.1.2 Incorporate these rules in any lease, licence or other occupancy agreement granted over a Lot; and
- 25.1.3 Provide a copy of the rules of the Owners Corporation and a copy of the Hand Guide to the tenant occupying its Lot.
- 25.1.4 Make reasonable attempts to ensure that the tenant occupying the Lot abides by the rules of the Owners Corporation

26 AIR CONDITIONING SYSTEM

26.1 Each Member must at its cost, maintain the air conditioning system situated within that Member's Lot or servicing that Member's Lot (where the air conditioning system is located elsewhere in the Building) in accordance with the manufacturer's instructions.

26.2 A Member or Occupier of a Lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.

27 ACCESS TO CLEANING APPARATUS

27.1 A Member must and must ensure that an Occupier of its Lots will at reasonable times and on reasonable prior written notice, allow the Owners Corporation and the Building Manager and their employees, agents and contractors access through its Lot to the cleaning apparatus to conduct cleaning and maintenance on the outside of the Building and Common Property.

27.2 The Owners Corporation, the Building Manager and their employees, agents and contractors in carrying out the cleaning and maintenance of the outside of the Building may:

- 27.2.1 Enter the Member's Lot (including any balcony);
- 27.2.2 Bring anything reasonably required for the purpose of cleaning and maintaining the outside of the Building onto the Lot or the balcony;
- 27.2.3 Enter the cleaning apparatus from the window or the balcony of the Lot for the purposes of cleaning and maintaining the outside of the Building; and
- 27.2.4 Enter the cleaning apparatus from the window or the balcony of the Lot for the purpose of conducting such repairs as may from time to time be required to the cleaning apparatus.

27.3 A Member must not interfere in any way with the cleaning apparatus.

27.4 The Owners Corporation and the Building Manager will ensure that as little inconvenience as possible to the Lot owner and any occupant of the Lot.

28 SIGNAGE (EXCLUDING COMMERCIAL LOT SIGNAGE)

28.1 A Member must not and must ensure that the Occupier of a Member's Lot does not:

- 28.1.1 Permit any placard, advertisement or signage in or upon the Member's Lot or upon the Common Property unless it obtains the prior written consent of the Owners Corporation and then only in accordance with the terms and conditions of that consent;

- 28.1.2 Permit any advertising material, logos, or sign writing to any external window or glazing or external solid façade of a Lot or the Building without obtaining the prior written consent of the Owners Corporation; and
- 28.1.3 Obstruct or otherwise interfere with lease, licence and other agreements entered into by or on behalf of the Owners Corporation relating to signage on the Common Property.

29 BREACH OF THE RULES OR RULES OF USE

- 29.1 A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use.

30 RECREATION FACILITIES

- 30.1 A Member must not and must ensure that the Occupier of a Member's Lot:
- 30.1.1 Does not use the Recreation Facilities otherwise than in accordance with the Rules of Use applicable to those facilities, permitted hours (as determined by the Manager), and without limiting the generality of Rule 29, the Building Manager and the Owners Corporation may prevent any Member, Occupier who breach the applicable Rules of Use or these Rules, from using the Recreation Facilities.
- 30.1.2 Does not bring any breakable materials in to the Recreational Facilities that may cause harm to others
- 30.1.3 Engage in any sexual activities or inappropriate behaviour whilst using the Recreational Facilities.
- 30.2 A Member must and must ensure that the Occupier of a Member's Lot leaves the Recreational Facilities clean and tidy and in good working order after use.

31 GARDEN & BBQ AREA

- 31.1 A Member must not and must ensure that the Occupier of a Member's Lot does not;
- 31.1.1 Use the rooftop Garden and BBQ area so as to not cause unreasonable inconvenience, disturbance or disruption on the rights or enjoyment of other lot owners or occupiers of the Owners Corporation.
- 31.1.2 All lot owners and occupier must ensure that they and all invitees and visitors comply with the Conditions of Use of all BBQ equipment and ensure it is operated in a safe and responsible manner at all times;
- 31.2 A Member must and must ensure that the Occupier of a Member's Lot will ensure that any areas utilised are left in a clean, neat, tidy and presentable manner;
- 31.2.1 All users of the area do so at their own risk and undertake to fully indemnify the Owners Corporation from any and all forms of legal liabilities whatsoever.
- 31.2.2 Running, ball playing, noisy or hazardous activity is not permitted.
- 31.3 The Garden and BBQ area must not be used for business seminars, or rented out to a third party or use to conduct any activity which may attract complaints or may be deemed inappropriate and a Member must (and must ensure that the Occupier of a Member's Lot):
- 31.3.1 Wash all cutlery, utensils / dishes and clean the sink after use
- 31.3.2 Remove all consumables if any, that is stored in the fridge after use.
- 31.3.3 Report any breakage or missing items as soon as possible to the Building Manager.
- 31.3.4 Clean all spillage and stains if any
- 31.3.5 Reimburse the Owners Corporation for any breakage or damage caused to any items in the Lounge.

31.3.6 Report any breakage or missing items as soon as possible to the Building Manager.

32 DISPUTE RESOLUTION PROCEDURES

32.1 The dispute resolution procedure will be in accordance with the Act.

33 RECOVERY OF OUTSTANDING FEES AND OTHER MONEY DUE TO THE OWNERS CORPORATION

33.1 The Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any Member of the Owners Corporation in any court of competent jurisdiction including for the purpose of bankruptcy or winding up of a company.

33.2 Rule 34.1 does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

33.3 Should a Member have any outstanding fees, levies, charges or other money due to the Owners Corporation, the Owners Corporation may restrict access to Recreation Facilities within the building, until such time as those monies have been paid in full.

34 COSTS

34.1 All costs and expenses arising out of any breach by a Member, or an Occupier of a Lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be payable by any Member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation on an indemnity basis.

35 MISCELLANEOUS

35.1 A Member must not, and ensure the Occupier of a Member's Lot does not:

35.1.1 Do anything whereby any policy of insurance taken out by the Owners Corporation may become void or voidable or which may make the Owners Corporation liable for increase in premium;

35.1.2 Contravene any requirement or any authority having jurisdiction over the Building and/or the Member's Lot.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

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

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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