

DATED

2025

MATTHEW BRETT DOWD AND SARAH KATE DOWD

to

CONTRACT OF SALE OF REAL ESTATE

**Property: Unit 2707 and car park 8C11/31 A'Beckett Street, Melbourne, Victoria
3000**

Coopers Lawyers
Lawyers
Level 1, 10 Queens Road
MELBOURNE VIC 3004
Tel: 03 9946 3801
Fax: 03 9867 1999

Ref:PP:250107

Contract of sale of land

Property: LEVEL 27 2707 and car park 8C11/31 ABECKETT STREET,
MELBOURNE VIC 3000

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

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

in that order of priority

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not 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

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

Matthew Brett Dowd

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE VENDOR:

on

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

Sarah Kate Dowd

State nature of authority, if applicable:

Not Applicable

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

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Particulars of sale**Vendor's estate agent**

Name: Inner Real Estate Next RE
Address: 332 Kings Way SOUTH MELBOURNE VIC 3205
Email: anthony@ire.com.au
Tel: 9804 5551 Mob: 9804 5551 Fax: Ref:

Vendor

Name: Matthew Brett Dowd
Address:
ABN/ACN:
Email:

Vendor

Name: Sarah Kate Dowd
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Coopers Lawyers
Address: 10 Queens Rd, MELBOURNE VIC 3004
Email: ppeters@cooperslawyers.com.au
Tel: 03 9946 3800 Mob: Fax: Ref: 250107PP

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser

Name:

Address

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:

Fax:

DX:

Ref:

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference			being lot	on plan	
Volume:	11221	Folio:	258	8C11	PS613438P
Volume:	11221	Folio:	369	2707	PS613438P

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

Property address

The address of the land is:

LEVEL 27 2707 and car park 8C11/31 ABECKETT STREET, MELBOURNE
VIC 3000

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

All fixed floor coverings, electric light fittings, window furnishings and all other fixtures and fittings of a permanent nature as inspected

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 condition 17 & 26.2)

is due on

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

- the above date; 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

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

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

GC 23 – special condition

- ☒ For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

GC 28 – special condition

- ☒ General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Special Conditions

1. WHOLE AGREEMENT

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. REPRESENTATION AND WARRANTY AS TO BUILDING

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. PLANNING

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

4. FOREIGN ACQUISITION

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

5. DUTY INDEMNITY

The Purchaser must keep the Vendor indemnified against liability of each description under the Duties Act 2000 relating to this Contract, any substitute contract of sale and the instrument of transfer of conveyance of the property.

6. STAMP DUTY: PURCHASERS BUYING UNEQUAL INTERESTS

- 6.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 6.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 6.3 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner or conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 6.4 This Special Condition will not merge on completion

7. WARRANTY

The Vendor gives no warranty as to the condition of the land or improvements erected on it and the Purchaser acknowledges

- 7.1 having inspected the land and improvements, and
- 7.2 that the improvements are deemed to comply with all relevant Building Services Statutes and all subordinate legislation thereunder including the Victorian Building Regulations and Council By-laws

8. LAND

The Purchaser admits that the land as offered for sale and inspected is identical with that described in the title particulars given herein. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or claim upon the Vendor to amend title or to bear all or any part of the costs of doing so.

9. BUILDING REGULATIONS

The Purchaser acknowledges that buildings or other improvements on the property comply with the Victorian Building Regulations, Municipal-By-Laws and all relevant Statutes and any regulations made there under ("Regulations"). Any failure by the Vendor to comply therewith shall not constitute a defect in title and the Purchaser shall not make any requisition or claim any compensation from the Vendor in relation thereto.

10. ZONING

The property is sold subject to any restriction as to user under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's Title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof.

11. DELIVERY OF STATEMENT OF ADJUSTMENTS

Unless the Vendor has agreed to prepare a statement of adjustments, the Purchaser must deliver a statement of adjustments to the Vendor's conveyancer so that it is received not less than three (3) business days before the settlement date. The Vendor is not obliged to complete this Contract until three business days from the date on which the statement is received by the Vendor's legal practitioner or conveyancer and the Purchaser is deemed to have defaulted in paying the residue of the purchase price until the date which is three business days from the date on which the statement of adjustments is received by the Vendor's legal practitioner or conveyancer if the statement is not received by the Vendor's legal practitioner or conveyancer by the date required by this condition.

- 11.1 The Purchaser must provide copies of all certificates and other information used to calculate the Statement of Adjustments.

12. GENERAL CONDITION 20

Any right the Purchaser may have to end this Contract pursuant to general condition 20.2 is subject to, in addition to the other requirements of general condition 20, the Purchaser first providing the Vendor with:

- 12.1 evidence to the reasonable satisfaction of the Vendor that the Purchaser has complied with its obligations under general conditions 20.2(a) and 20.2(b); and

12.2 written notice from the lender that the Purchaser's application for finance has been refused.

13. SOLAR PANELS

If there any solar panels on the land, the Purchaser acknowledges and agrees that:

- 13.1 whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier (including with respect to feed-in-tariffs) pass to the Purchaser on the sale of the land is a matter for enquiry and confirmation by the Purchaser, and the Vendor makes no representation in this regard;
- 13.2 the Purchaser will negotiate with the current energy supplier or an energy supplier of the Purchaser's choice with respect to any feed- in tariffs for any electricity generated or any other benefits provided by the solar panels;
- 13.3 the Purchaser shall indemnify and hold harmless the Vendor against any claims whatsoever with respect to the solar panels; and
- 14.4 neither the Vendor nor Vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they were installed, their input to the electricity grid, any benefits arising from any electricity generated by the solar panels, or otherwise.

14. POOL REGISTRATION AND FENCING COMPLIANCE

The Vendor(s) makes no warranties nor representations that any pool or spa or any body of water on the property has been registered with the relevant council nor that the pool or spa or any body of water has a compliant safety barrier as defined in the Building Regulations 2006 (Vic).

The Purchaser(s) acknowledges and agrees that it shall be responsible for registering the pool or spa or body of water with the council (if not done so already by the Vendor), ensuring that the pool or spa or body of water has a compliant safety barrier and lodging a barrier compliance certificate with the council.

The Purchaser(s) shall not make any objection, nor requisition, claim any compensation (now nor at anytime in the future) nor delay settlement as a result of the issue or non-issue or the lodgement or non-lodgement of any barrier compliance certificate.

15. COST OF RESCHEDULING SETTLEMENT

The Purchaser must pay to the Vendor on the Due Date on an indemnity basis the Vendor's cost incurred each time a scheduled settlement is rescheduled at the request of the Buyer or because of its default and which costs are agreed will be \$330.00 payable to the Vendor's legal practitioner or conveyancer at settlement.

16. CONTRACT VARIATION OR REQUESTS FOR EXTENSION OF TIME

The Purchaser acknowledges that after this Contract has been signed by both parties, if the Purchaser requests any variation to the contract or extension of time (which for the avoidance of doubt but is not limited to changing settlement date, extension of finance/loan approval, extension of time for the Purchaser to fulfill any condition set out in the contract), the Vendor may incur further conveyancing fees and expenses as a result of the Purchasers requests. In this event the Purchaser irrevocably agrees to indemnify the Vendor for additional conveyancing fees and expenses of \$330.00 for each separate request for the variation or extension of time, such sum shall be allowed by the Purchaser as an adjustment at settlement. In addition to the above the parties agree to sign a Deed of Variation if requested to do by the Vendor's legal practitioner or conveyancer.

17. General Condition 21.2 (Building Permit) is amended by replacing the words “14 days” to “7 days”.

18. General Condition 22.2 (Pest Report) is amended by replacing the words “14 days” to “7 days”.

19. **AUCTION**

If applicable, the property is offered for sale by public auction, subject to the vendor’s reserve price. The Rules for the conduct of the auction shall be as set out in the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

20. **NO LAND TAX ADJUSTMENT**

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is \$10,000,000.00 or less, General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor’s Land Tax at Settlement or otherwise.

21. **WINDFALL GAINS TAX (“WGT”)**

Where the Day of Sale is 1/1/2024 or later, then this Special Condition shall apply and in this condition:-

21.1 “WGT Act” means *The Windfall Gains Tax and State Taxation and Other Acts Further Amendment Act, 2021*; and

21.2 “WGT” means Windfall Gains Tax under the WGT Act, and includes penalty and interest and interest.

For the purposes of this Special Condition and under the WGT Act, a WGT event occurs when the rezoning that constitutes the WGT event takes effect under *the Planning and Environment Act, 1987*, occurring on or after 1st of July 2023.

21.3 The Purchaser acknowledges that the Property may be, or become in the future, subject to WGT.

21.4 Where WGT has not already been assessed, or is assessed after the Day of Sale but before Settlement, the Vendor, at its absolute discretion, may elect to defer part or whole of the payment in accordance with section 31 of the WGT Act.

21.5 The Vendor and Purchaser acknowledge the Valuer General for the State of Victoria will be responsible for determining the value of the Property before and after a rezoning and agree the valuation in force immediately before the WGT event will be the most recent valuation as prepared by the Valuer General for Council Rating purposes as at the 1st of January each year.

21.6 Where WGT has not already been assessed as at the Day of Sale, the Vendor and Purchaser agree the Vendor is not liable for any WGT applicable to the Property as Acquired Land. The Purchaser acknowledges and agrees that it is responsible for payment of any WGT assessment on the Property, at settlement of this Contract.

21.7 The Vendor and Purchaser agree and acknowledge that where the Purchaser is or becomes liable to pay WGT for the Property, the Purchaser is entitled to any whole or partial credits or refunds applicable of WGT after payment of the WGT.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

DATED

2025

MATTHEW BRETT DOWD AND SARAH KATE DOWD

VENDORS STATEMENT

Property: Unit 2707 and car park 8C11/31 A'Beckett Street, Melbourne 3000

Coopers Lawyers
Lawyers
Level 1, 10 Queens Road
MELBOURNE VIC 3004
Tel: 03 9946 3801
Fax: 03 9867 1999

Ref: PP:250107

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	LEVEL 27 2707/31 ABECKETT STREET, MELBOURNE VIC 3000	
Vendor's name	Matthew Brett Dowd	Date
Vendor's signature		
Vendor's name	Sarah Kate Dowd	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

\$ To \$

Other particulars (Including dates) and times of payments:

1.3 Terms of 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 Land subject to Tax Reform scheme

Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**?

(a)

(b) If yes to 1.5(a), please provide:

i. the AVPCC* most recently allocated to the land; AND

ii. the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

* AVPCC means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024**.

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.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

Not applicable.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

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:

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:

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

- 6.2 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:

Electric Supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" 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

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.)

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)

LEVEL 27 2707/31 ABECKETT STREET, MELBOURNE VIC 3000
Register Search Statement (Copy of Title) - Volume 11221 Folio 258
Register Search Statement (Copy of Title) - Volume 11221 Folio 369
Copy of Plan - PS613438P
Instrument Search - AK432433Y (AGREEMENT)
Instrument Search - AG318896D (AGREEMENT)
Owners Corporation Basic Report - 1/PS613438P
Kingston Management Group: 1/PS613438P - Section 151 Certificate from Owners Corporation
DELWP: Planning Certificate Express - 11221/258, 11221/369
City of Melbourne rate notice
State Revenue Office - land tax certificate



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

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VOLUME 11221 FOLIO 258

Security no : 124125708419S
Produced 26/06/2025 04:50 PM

LAND DESCRIPTION

Lot 2707 on Plan of Subdivision 613438P.

PARENT TITLES :

Volume 06533 Folio 525 Volume 07086 Folio 075 Volume 09366 Folio 610

Created by instrument PS613438P 17/08/2010

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

SARAH KATE DOWD

MATTHEW BRETT DOWD both of UNIT 2707 LEVEL 27 31 ABECKETT STREET MELBOURNE
VIC 3000

AT997595N 29/01/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY434562E 24/09/2024

CREDIT UNION AUSTRALIA LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987

AG318896D 30/01/2009

DIAGRAM LOCATION

SEE PS613438P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2707 LEVEL 27 31 ABECKETT STREET MELBOURNE VIC 3000

ADMINISTRATIVE NOTICES

NIL

eCT Control 17759N GREAT SOUTHERN BANK

Effective from 24/09/2024

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS613438P

DOCUMENT END



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

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VOLUME 11221 FOLIO 369

Security no : 124125708420R
Produced 26/06/2025 04:50 PM

LAND DESCRIPTION

Lot 8C11 on Plan of Subdivision 613438P.

PARENT TITLES :

Volume 06533 Folio 525 Volume 07086 Folio 075 Volume 09366 Folio 610
Created by instrument PS613438P 17/08/2010

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

MATTHEW BRETT DOWD

SARAH KATE DOWD both of UNIT 2707 31 ABECKETT STREET MELBOURNE VIC 3000

AY057779D 31/05/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY434562E 24/09/2024
CREDIT UNION AUSTRALIA LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AG318896D 30/01/2009

AGREEMENT Section 173 Planning and Environment Act 1987
AK432433Y 28/06/2013

DIAGRAM LOCATION

SEE PS613438P 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 811C 31 ABECKETT STREET MELBOURNE VIC 3000

ADMINISTRATIVE NOTICES

NIL

eCT Control 17759N GREAT SOUTHERN BANK
Effective from 24/09/2024

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

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OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS613438P

DOCUMENT END



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Number of Pages (excluding this cover sheet)	28
Document Assembled	26/06/2025 16:50

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Signed by Council: Melbourne City Council, Original Certification: 26/07/2010, S.O.C.: 26/07/2010

SUBDIVISION ACT 1988		STAGE No.	LRS USE ONLY	PLAN NUMBER
PLAN OF SUBDIVISION			EDITION 3	PS 613438P

LOCATION OF LAND PARISH: MELBOURNE NORTH CITY OF MELBOURNE TOWNSHIP: ----- SECTION: 37 CROWN ALLOTMENT: 12 (PART) AND 13 (PART) CROWN PORTION: ----- TITLE REFERENCES: VOL.6533 FOL.525, VOL.7086 FOL.075 VOL.9366 FOL.610 LAST PLAN REFERENCE: TP392183K LOT 1, TP113070L LOT 1 TP174598V LOT 1, POSTAL ADDRESS: 19-37 A' BECKETT STREET <small>(at time of subdivision)</small> MELBOURNE MGA CO-ORDINATES: E 320 650 <small>(of approximate centre of land in plan) (D.C.M.B.)</small> N 5 813 460 ZONE: 55	COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME : MELBOURNE CITY COUNCIL REF : SA-2009-43 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 / / . 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE COUNCIL SEAL DATE / / RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE / /
---	---

VESTING OF ROADS OR RESERVES	
IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

NOTATIONS	
DEPTH LIMITATION: DOES NOT APPLY BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN OF WALLS, FLOORS AND CEILINGS DIMENSIONS SHOWN TO BOUNDARIES DEFINED BY BUILDINGS ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE FOR UPPER AND LOWER BOUNDARIES OF LOT A, SEE DIAGRAM 19 AND CROSS SECTION A-A' AND B-B' REDUCED LEVELS (RL) ARE TO THE AUSTRALIAN HEIGHT DATUM (AHD) AND ARE BASED ON MELBOURNE NORTH 3062 WITH A STATED LEVEL OF 22.03m DATED 29/08/2018 LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT (S) FOR DETAILS.	STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. TP-2009-275 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. THE POSITIONS OF THESE COLUMNS, DUCTS, CONDUITS, SHAFTS AND CABLES HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. THIS IS A SPEAR PLAN SURVEY THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No (s) . ----- IN PROCLAIMED SURVEY AREA No. -----

EASEMENT INFORMATION					LRS USE ONLY
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE 6 / 8 / 10
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN EXCLUDING LOT A.					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF	LRS USE ONLY PLAN REGISTERED TIME 5:10pm DATE 17 / 8 / 10 Daniel Thomas ASSISTANT REGISTRAR OF TITLES DATE / / COUNCIL DELEGATE SIGNATURE SHEET 1 OF 26 SHEETS ORIGINAL SHEET SIZE A3

Reeds Consulting Pty Ltd 瑞德士諮詢 Level 6 440 Elizabeth Street Melbourne 3000 phone (03) 8660 3000 fax (03) 8660 3060 e-mail survey@reedscon.com.au Copyright © 2012/2013/2014	 Professional Surveyor Surveyor Surveyor	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN SIGNATURE DIGITALLY SIGNED DATE / / REF: 21246/PS VERSION: E DATE: 03/05/10 1PS1E.DGN
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1208	1	16	1811	1	17	2503	1	19	3103	1	21	
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1302	2	16, 6	1905	1	17	2509	2	19, 8	3109	2	21, 10	
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1306	1	16	1909	2	17, 7							
1307	1	16	1910	2	17, 7							
1308	1	16	1911	1	17							

CONTINUED ON SHEET 3

CONTINUED ON SHEET 3



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Melbourne VIC 3000
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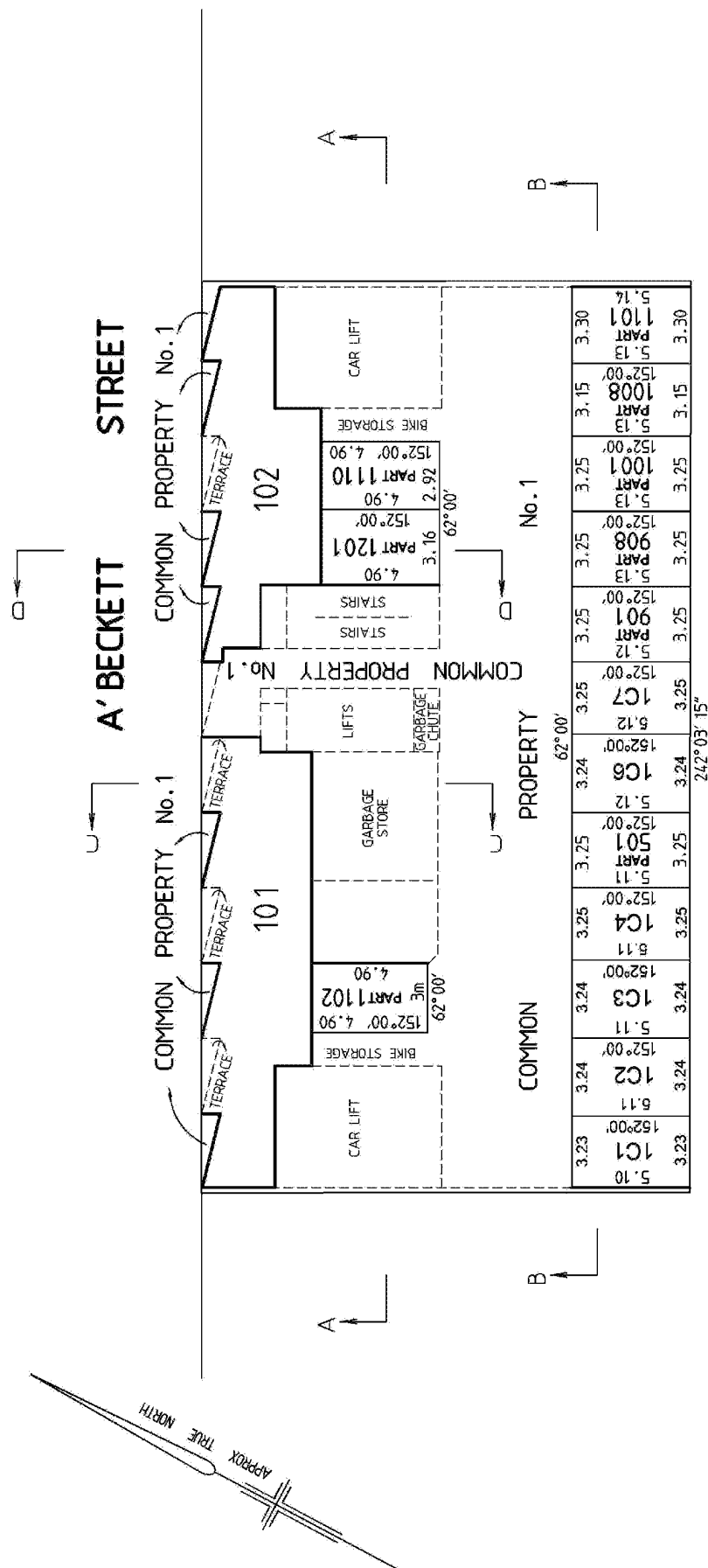
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SIGNATURE DATE / /
REF: 21246/PS VERSION: E DATE: 03/05/10 INDEX1.DGN

SHEET 2

DATE / /
COUNCIL DELEGATE SIGNATURE

INDEX SHEET			SUBDIVISION ACT 1988			STAGE No.		PLAN NUMBER			
			PLAN OF SUBDIVISION					PS 613438P			
LOT	NUMBER OF PARTS	APPEARS SHEETS	LOT	NUMBER OF PARTS	APPEARS SHEETS	LOT	NUMBER OF PARTS	APPEARS SHEETS	LOT	NUMBER OF PARTS	APPEARS SHEETS
3201A	1	21, 5	4C4	1	8						
3202	2	21, 10	4C11	1	8						
3203	2	21, 11	4C12	1	8						
3204	2	21, 11									
3205	2	21, 11	5C1	1	9						
3206	2	21, 11	5C2	1	9						
3207	2	21, 11	5C9	1	9						
3208	2	21, 9	5C10	1	9						
3209	2	21, 10	5C13	1	9						
3210	1	21	5C14	1	9						
3211	2	21, 11	5C16	1	9						
			5C17	1	9						
			5C18	1	9						
3301	1	21									
3302	2	21, 11									
3303	2	21, 11	6C3	1	10						
3304	2	21, 11	6C4	1	10						
3305A	1	21, 5	6C5	1	10						
3306	2	21, 12	6C7	1	10						
3307	2	21, 12	6C8	1	10						
3308	2	21, 12	6C11	1	10						
3309	2	21, 12	6C14	1	10						
3310	1	21	6C16	1	10						
3311A	1	21, 5	6C17	1	10						
1R	1	4	7C1	1	11						
2R	1	4	7C2	1	11						
3R	1	4	7C3	1	11						
4R	1	4	7C4	1	11						
			7C5	1	11						
1C1	1	5	7C6	1	11						
1C2	1	5	7C12	1	11						
1C3	1	5	7C14	1	11						
1C4	1	5									
1C6	1	5									
1C7	1	5	8C1	1	12						
			8C4	1	12						
			8C6	1	12						
			8C7	1	12						
			8C8	1	12						
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			8C14	1	12						
			8C15	1	12						
			8C16	1	12						
			8C17	1	12						

DIAGRAM 2
LEVEL ONE



	3.23	3.24	3.25	3.26	3.27	3.28	3.29	3.30
5.10	1C1	1A2	1C3	1C4	5.11	5.12	5.13	5.14
5.13	1C1	1C2	1C3	1C4	5.14	5.15	5.16	5.17
5.16	1C1	1C2	1C3	1C4	5.17	5.18	5.19	5.20
5.19	1C1	1C2	1C3	1C4	5.20	5.21	5.22	5.23
5.22	1C1	1C2	1C3	1C4	5.23	5.24	5.25	5.26
5.26	1C1	1C2	1C3	1C4	5.27	5.28	5.29	5.30
5.30	1C1	1C2	1C3	1C4	5.31	5.32	5.33	5.34
5.34	1C1	1C2	1C3	1C4	5.35	5.36	5.37	5.38
5.38	1C1	1C2	1C3	1C4	5.39	5.40	5.41	5.42
5.42	1C1	1C2	1C3	1C4	5.43	5.44	5.45	5.46
5.46	1C1	1C2	1C3	1C4	5.47	5.48	5.49	5.50
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5.66	1C1	1C2	1C3	1C4	5.67	5.68	5.69	5.70
5.70	1C1	1C2	1C3	1C4	5.71	5.72	5.73	5.74
5.74	1C1	1C2	1C3	1C4	5.75	5.76	5.77	5.78
5.78	1C1	1C2	1C3	1C4	5.79	5.80	5.81	5.82
5.82	1C1	1C2	1C3	1C4	5.83	5.84	5.85	5.86
5.86	1C1	1C2	1C3	1C4	5.87	5.88	5.89	5.90
5.90	1C1	1C2	1C3	1C4	5.91	5.92	5.93	5.94
5.94	1C1	1C2	1C3	1C4	5.95	5.96	5.97	5.98
5.98	1C1	1C2	1C3	1C4	5.99	6.00	6.01	6.02

[illegible]

SCALE

LENGTHS ARE IN METRES

ORIGINAL	SHEET
SCALE	SIZE
200	A3

LICENSED SURVEYOR (PRINT) _____
SIGNATURE _____
REF: 212461PS VERSION _____

11

DATE / /

 COUNCIL DELEGATE SIGNATURE
 SHEET 5

DIAGRAM 3
LEVEL TWO

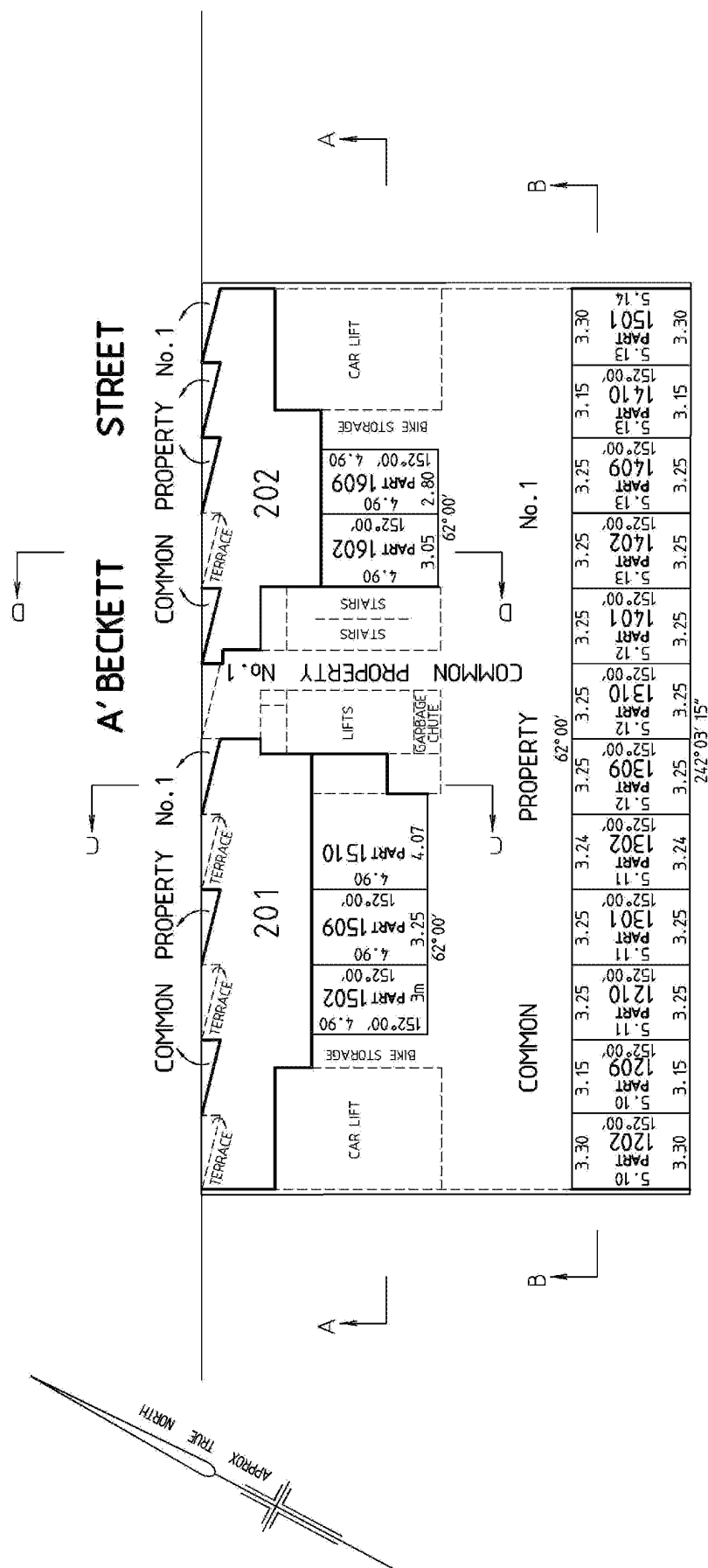
STAGE No.	PLAN NUMBER
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SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
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PS 613438P



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SCALE

LENGTHS ARE IN METRES



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SCALE	200	A3

LICENSED SURVEYOR (PRINT) _____
SIGNATURE _____
REF: 21246/PS _____ VERSION _____

11/11/11

SHEET 6

[illegible]

PLAN NUMBER
PS 613438P

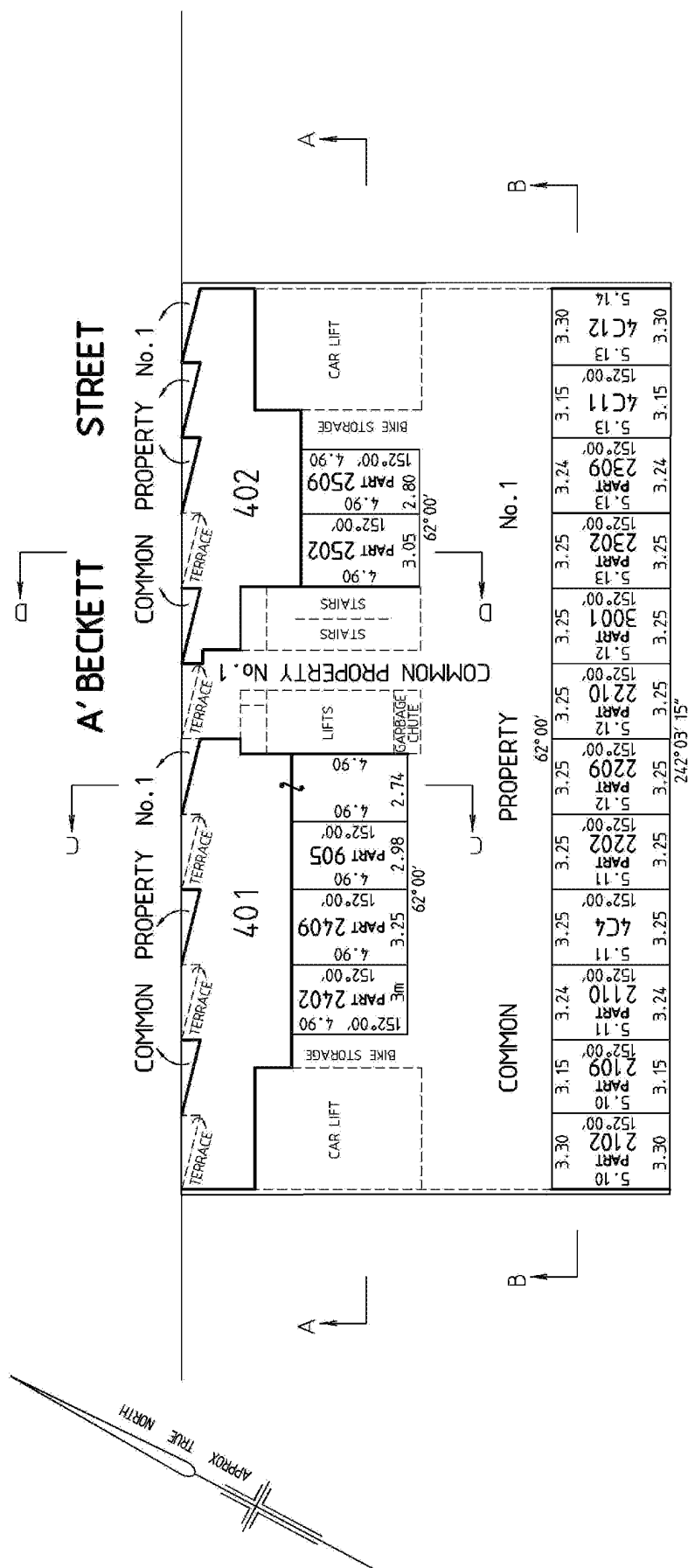
SUBDIVISION ACT 1988
PLAN OF SUBDIVISION

SUBDIVISION ACT 1988


STAGE No.

PLAN NUMBER




DIAGRAM 5
LEVEL FOUR



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SCALE

LENGTHS ARE IN METRES

ORIGINAL	SHEET	SIZE
SCALE	200	A3

LICENSED SURVEYOR (PRINT) _____
SIGNATURE _____
REF: 21246/PS _____ VERSION _____

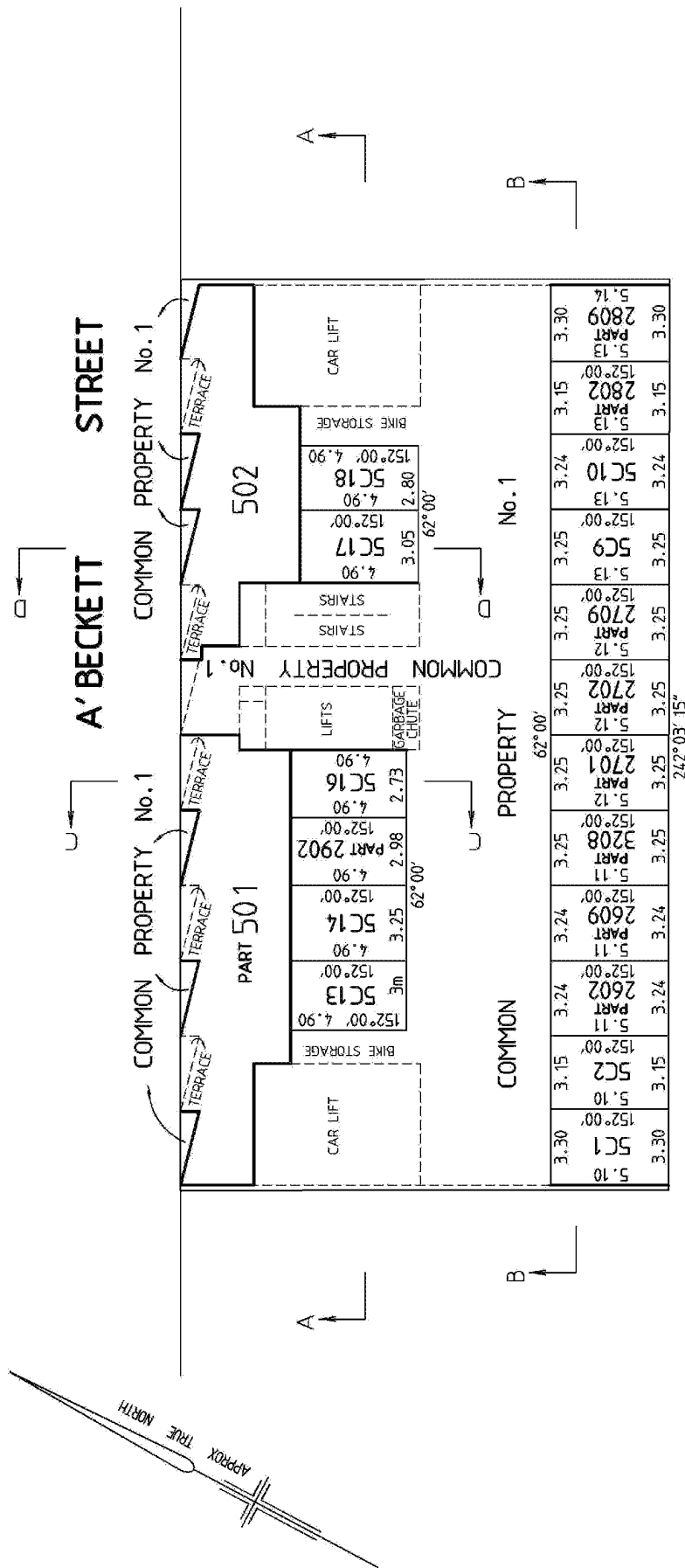
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SHEET 8

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SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		PS 613438P

DIAGRAM 6
LEVEL FIVE



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			SIGNATURE	DATE	DATE: 03/05/10 VERSION: E REF: 21246/PS

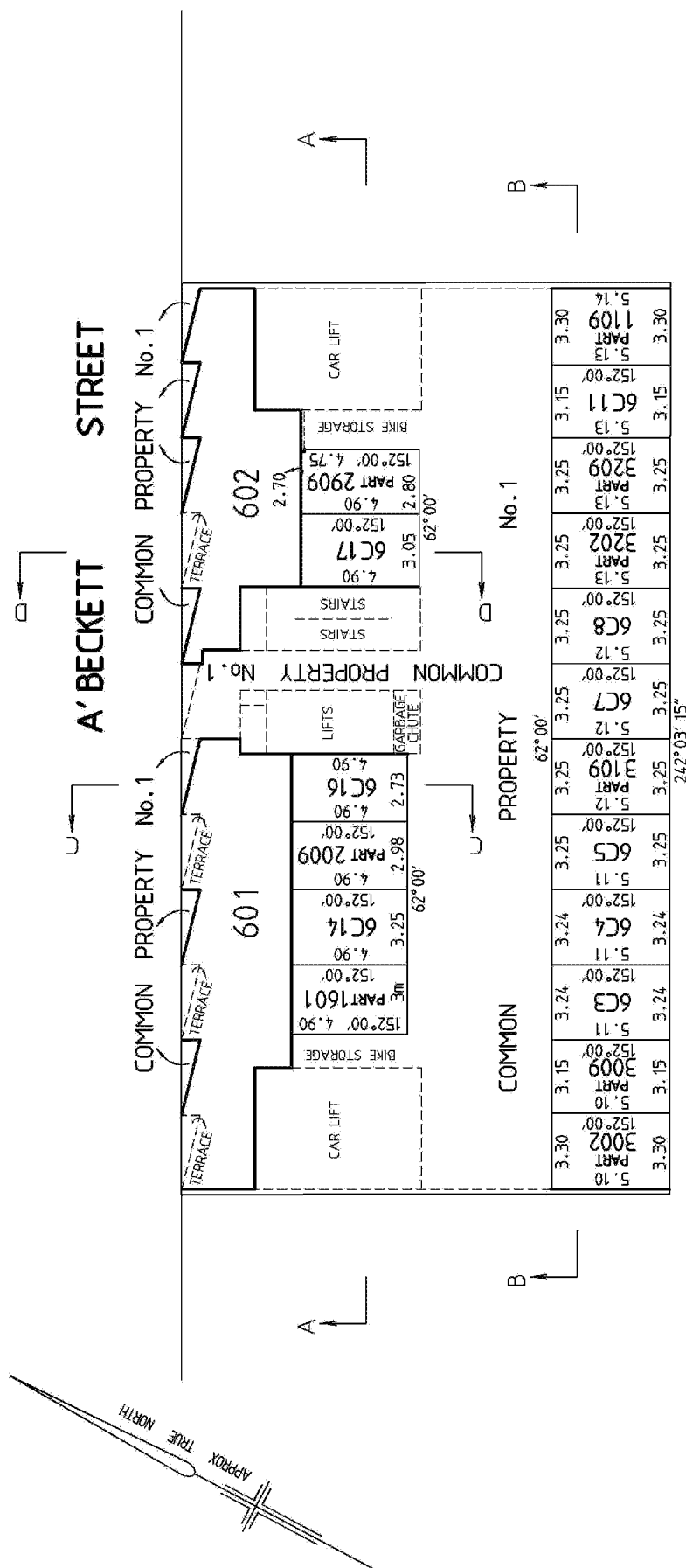
STAGE No.	PLAN NUMBER
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SUBDIVISION ACT 1988

PS 613438P

PLAN OF SUBDIVISION

DIAGRAM 7
LEVEL SIX

[illegible]

SCALE

LENGTHS ARE IN METRES

ORIGINAL	SHEET SIZE	A3
SCALE	200	

LICENSED SURVEYOR (PRINT)
SIGNATURE
REF: 21246/PS VERSION

1P58E . DGN

SHEET 10

DATE / /

COUNCIL DELEGATE SIGNATURE

Signed by: Alan David Norman (Reeds Consulting Pty Ltd) Surveyor's Plan Version (E) 26/05/2010

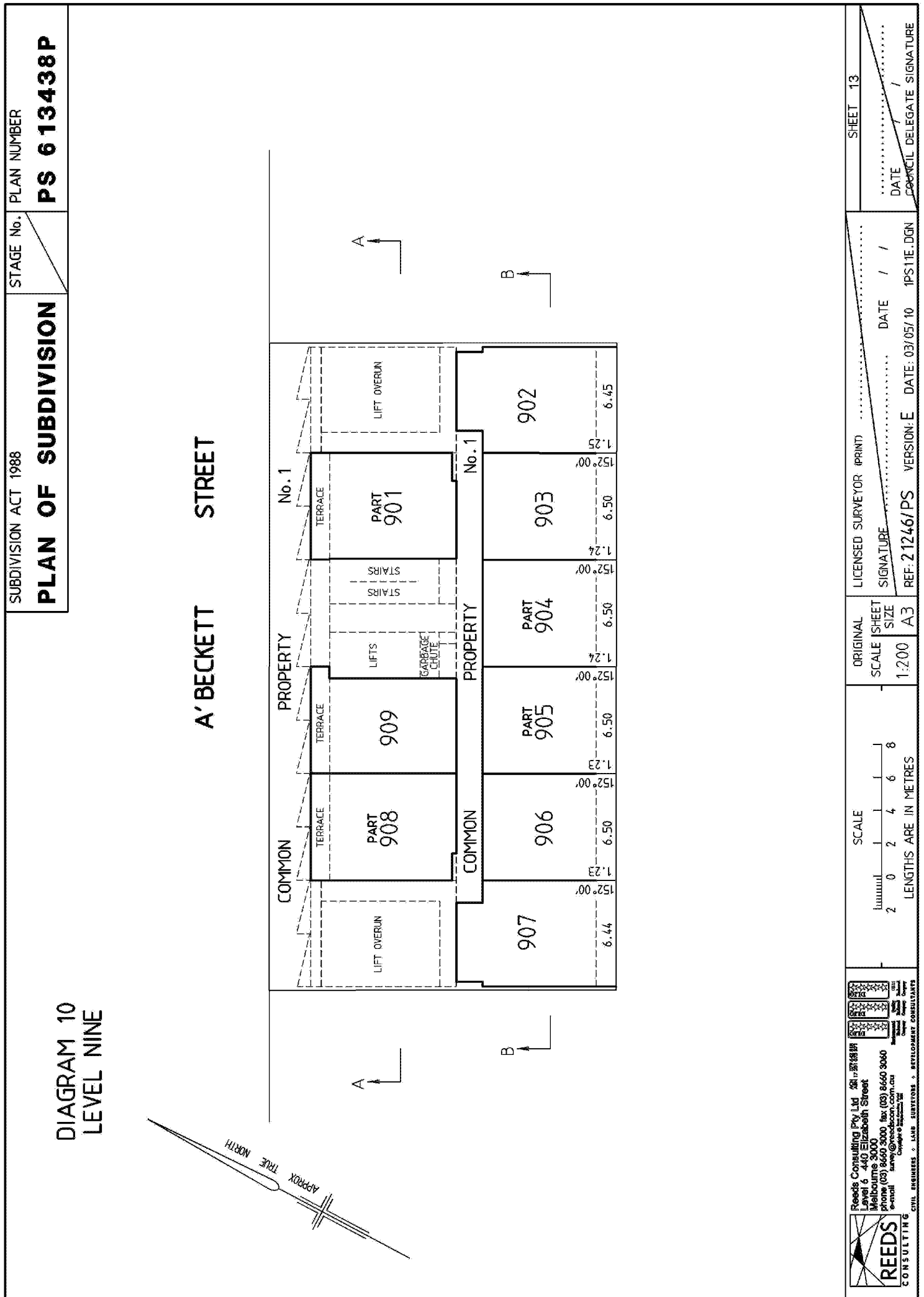
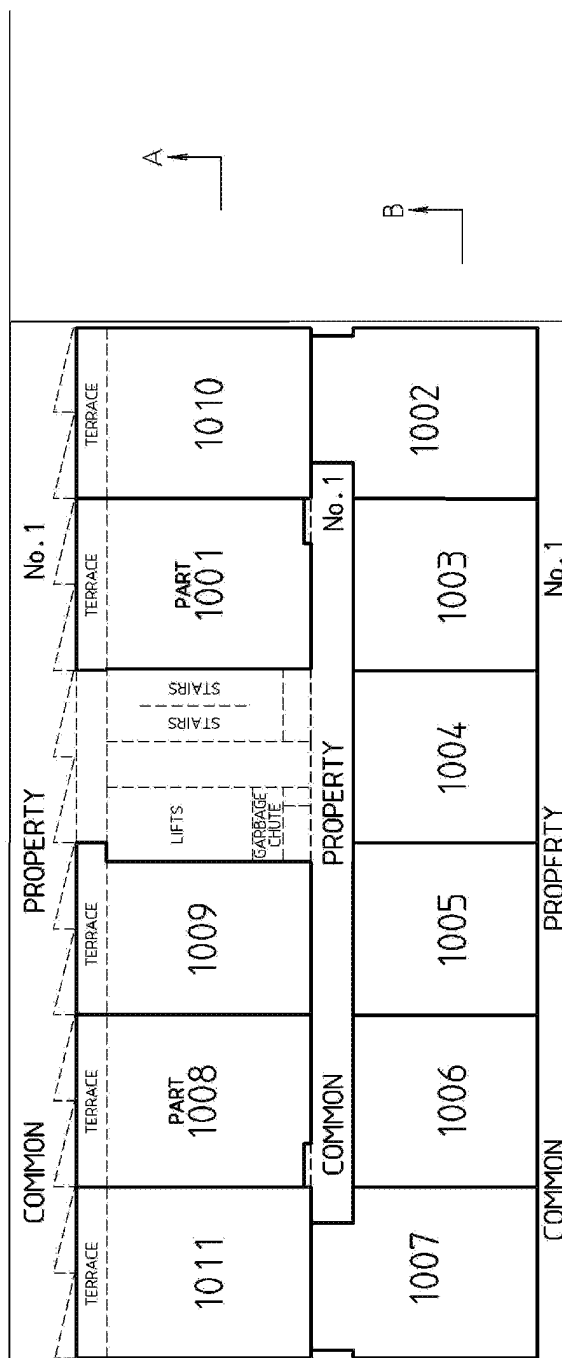


DIAGRAM 11
LEVEL TEN

A'BECKETT STREET



STAGE No.	PLAN NUMBER
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SUBDIVISION ACT 1988

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613438P

[illegible]

SCALE

LENGTHS ARE IN METRES

ORIGINAL	SHEET SIZE
SCALE	A3
1:200	

LICENSED SURVEYOR (PRINT) _____
SIGNATURE _____
REF: 21246/PS VERSION _____

DATE 7 /

COUNCIL DELEGATE SIGNATURE

SHEET 14

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		PS 613438P

STAGE No.	PLAN NUMBER
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SUBDIVISION ACT 1988

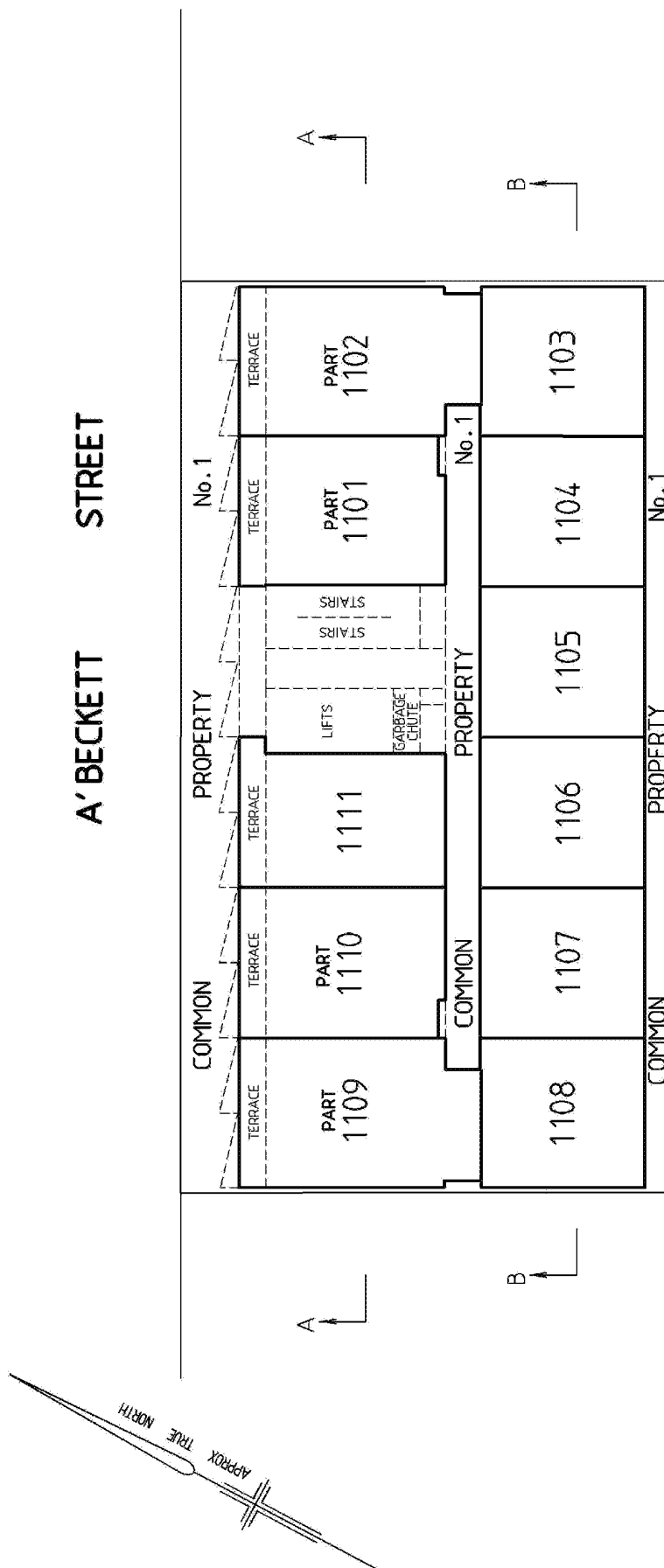
STAGE No.

PLAN NUMBER

PS 613438P

DIAGRAM 12
LEVEL ELEVEN

A' BECKETT STREET

[illegible]

SCALE

LENGTHS ARE IN METRES

A vertical scale with a horizontal line. On the left side, there are tick marks labeled 0, 2, 4, 6, and 8. On the right side, there are tick marks labeled 2, 4, 6, and 8. The scale is labeled 'SCALE' at the top and 'LENGTHS ARE IN METRES' at the bottom.

ORIGINAL	SHEET	SIZE
SCALE	1:200	A3

LICENSED SURVEYOR (PRINT) _____
SIGNATURE _____
REF: 21246/PS VERSION _____

(PRINT) DATE / /

 VERSION: E DATE: 03/05/10 1P513E.DGN

DATE _____

COUNCIL DELEGATE SIGNATURE _____

SHEET 15

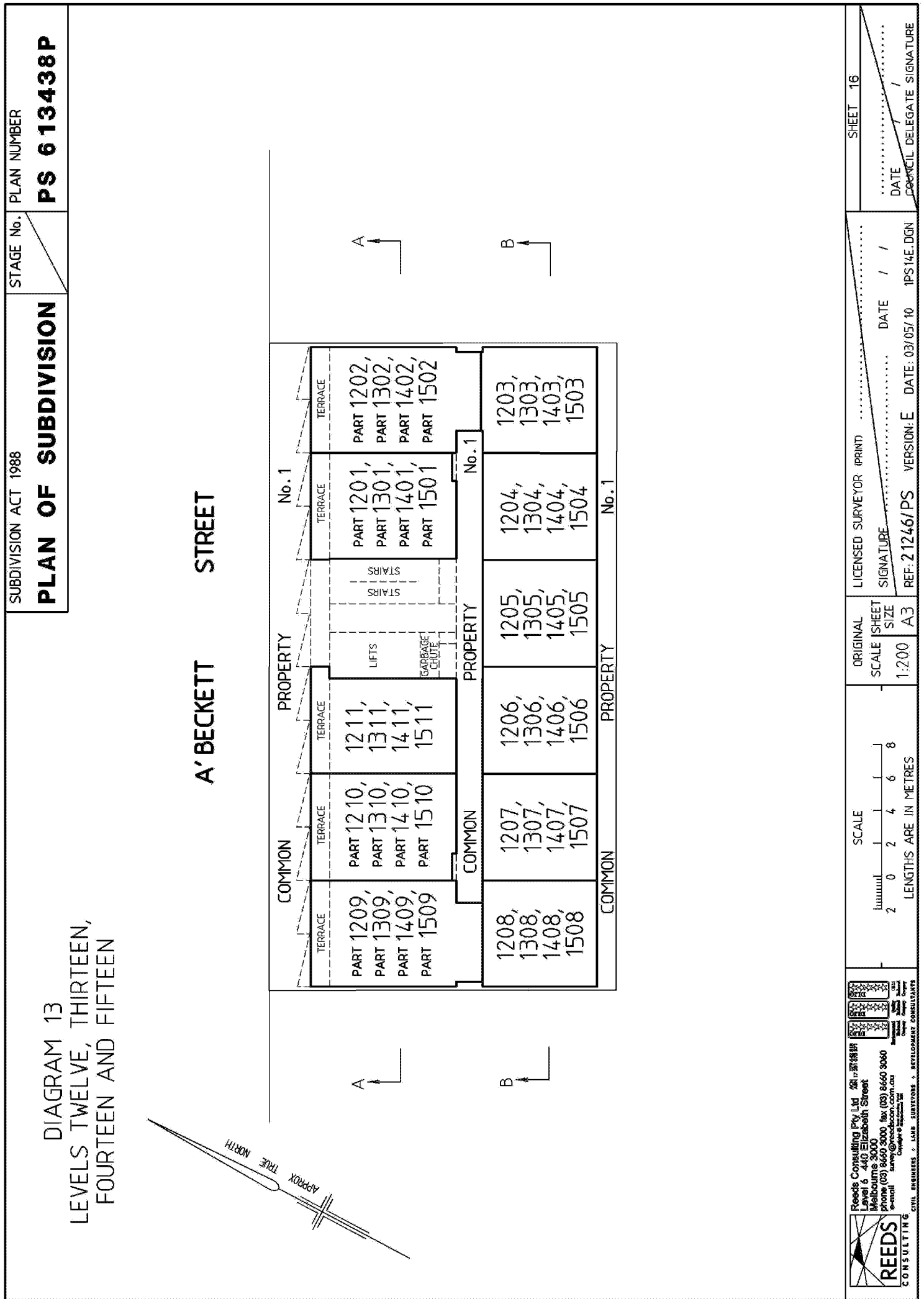


DIAGRAM 16
LEVELS TWENTY FOUR, TWENTY FIVE,
TWENTY SIX AND TWENTY SEVEN

STAGE No.	PLAN NUMBER
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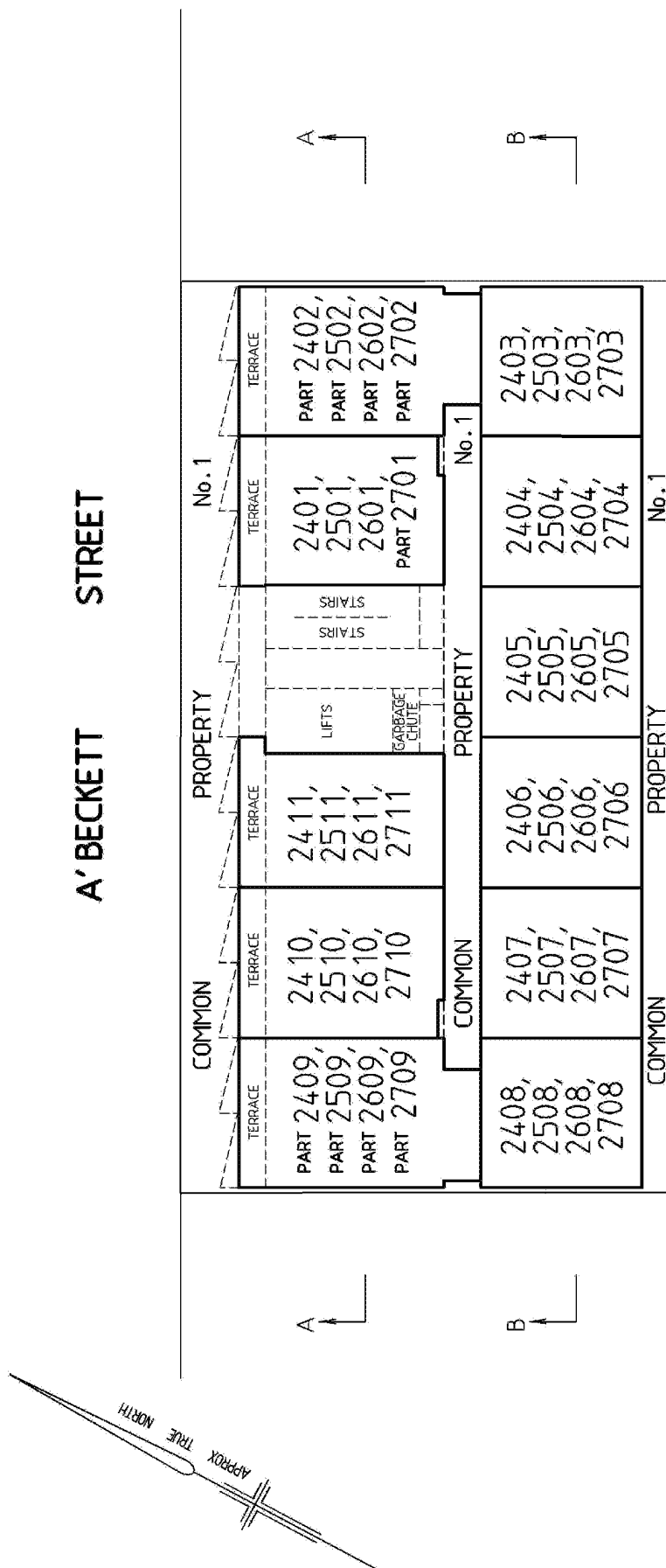
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613438P

A' BECKETT STREET

[illegible]

SCALE

LENGTHS ARE IN METRES

ORIGINAL	SHEET
SCALE	SIZE
1:200	A3

LICENSED SURVEYOR (PRINT) _____
SIGNATURE _____
REF: 21246/PS VERSION _____

DATE _____

COUNCIL DELEGATE SIGNATURE _____

SHEET 19

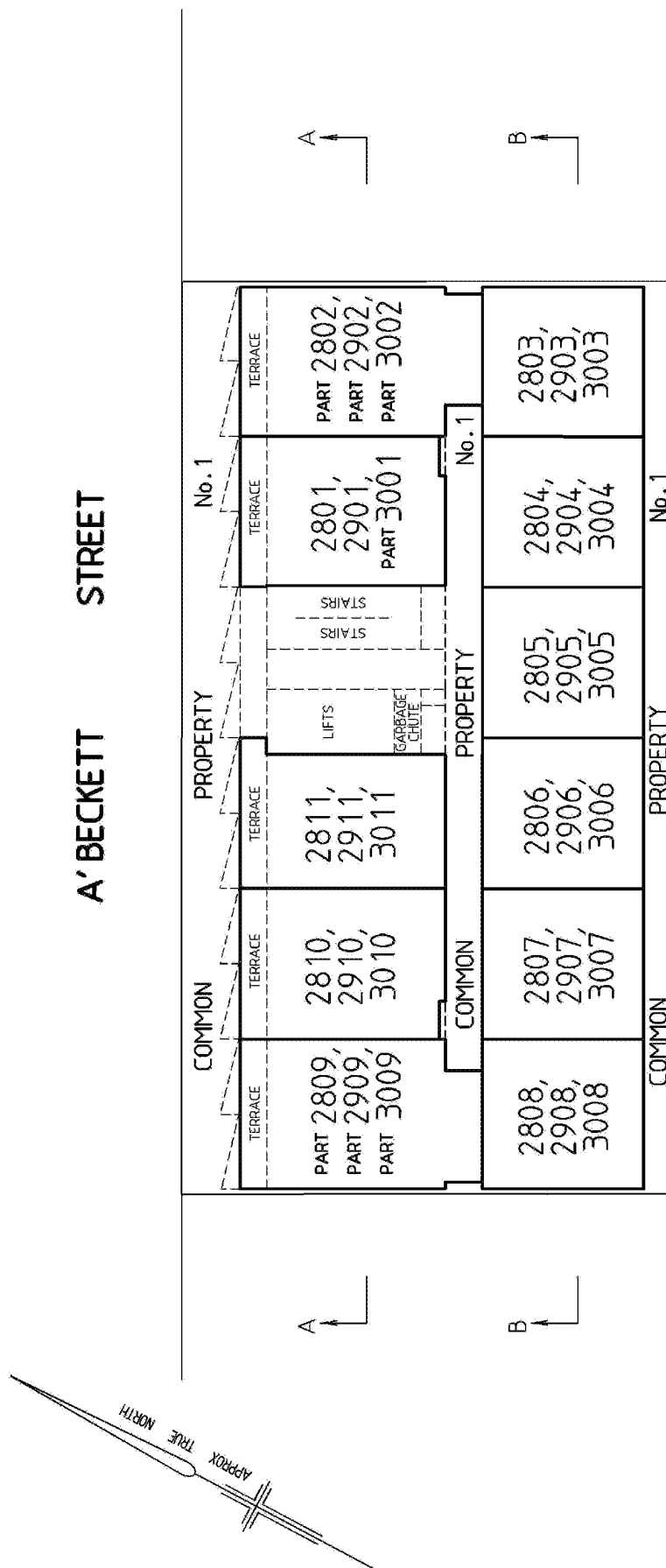
DIAGRAM 17
LEVELS TWENTY EIGHT,
TWENTY NINE AND THIRTY

PLAN OF SUBDIVISION


SUBDIVISION ACT 1988

STAGE No.	PLAN NUMBER
1	1
2	2
3	3
4	4
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98	98
99	99
100	100


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SCALE

2 0 2 4 6 8

LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) _____
SIGNATURE _____
REF: 21246/PS _____ VERSION _____

***** DATE / / *****

DATE / /
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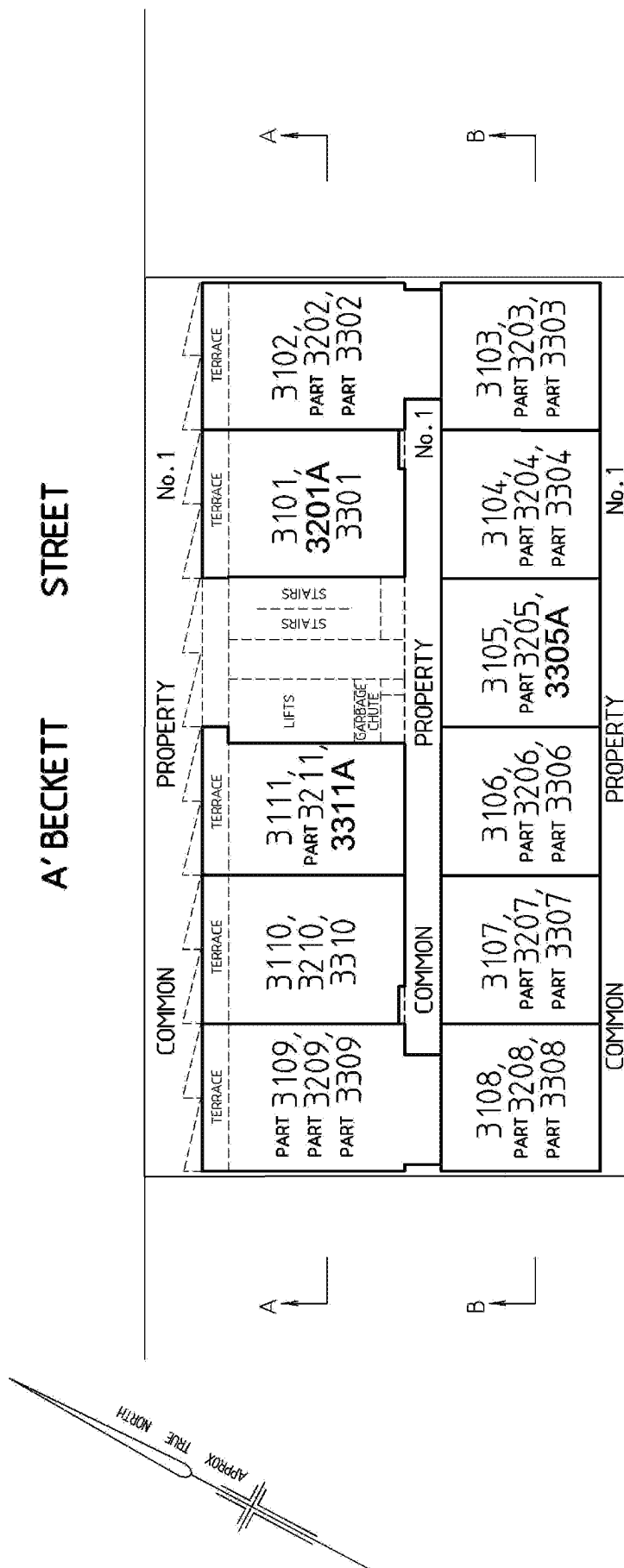
DIAGRAM 18
LEVELS THIRTY ONE, THIRY TWO
AND THIRY THREE

PLAN OF SUBDIVISION

SUBDIVISION ACT 1988

STAGE No.	PLAN NUMBER
-----------	-------------

PS 613438P

[illegible]

SCALE

LENGTHS ARE IN METRES

ORIGINAL	SHEET
SCALE	SIZE
1:200	A3

LICENSED SURVEYOR (PRINT) _____
SIGNATURE _____
REF: 21246/PS VERSION _____

DATE: 03/05/10 1PS19E.DGN

DATE _____

COUNCIL DELEGATE SIGNATURE _____

SHEET 21

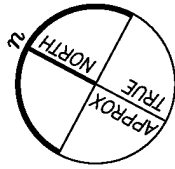
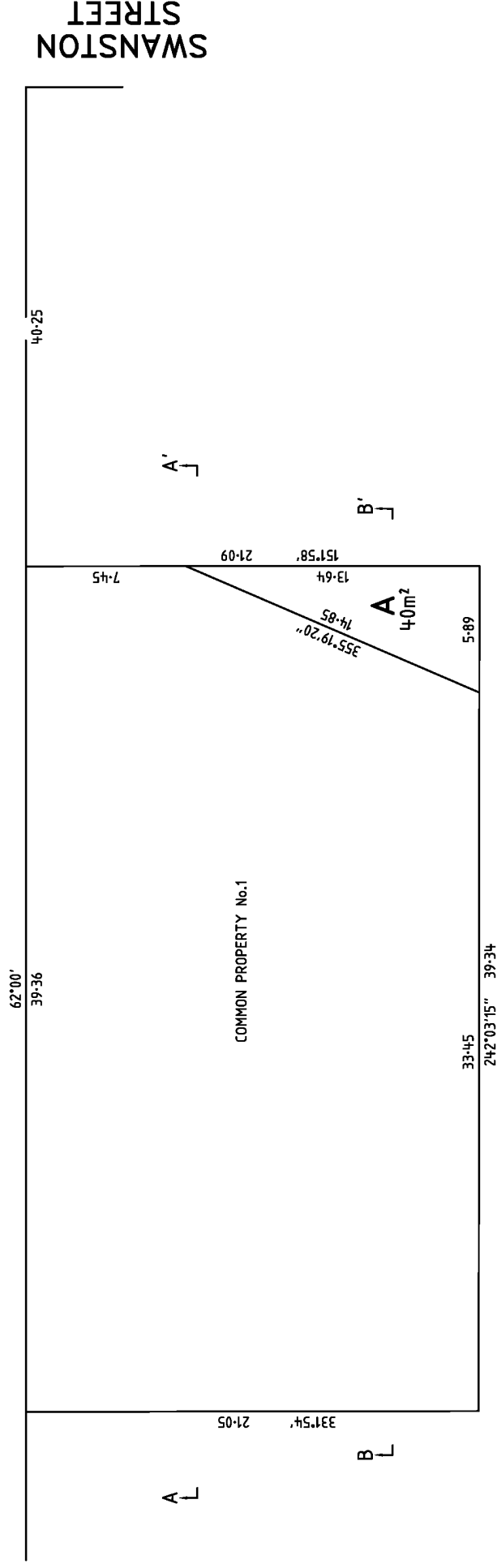


DIAGRAM 19
BELOW GROUND

PLAN OF SUBDIVISION

PS 613438P



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valis

LICENSED SURVEYOR LACHLAN JAMES MCCLEARY

DATE	03/10/2022	REFERENCE	32196
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REFERENCE	32196
DRAWING	32196-S104-BB-A

SCALE 1:200	ORIGINAL SHEET SIZE A3
	SHEET 22

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SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613438P

CONTINUED ON SEE SHEET 24

LEVEL FOURTEEN
DIAGRAM 13 SHEET 16

LEVEL THIRTEEN
DIAGRAM 13
SHEET 16

LEVEL TWELVE
DIAGRAM 13
SHEET 16

LEVEL ELEVEN
DIAGRAM 12
SHEET 15

LEVEL TEN
DIAGRAM 11
SHEET 14

LEVEL NINE
DIAGRAM 10
SHEET 13

LEVEL EIGHT
DIAGRAM 9
SHEET 12

LEVEL SEVEN
DIAGRAM 8
SHEET 11

LEVEL SIX
DIAGRAM 7
SHEET 10

LEVEL FIVE
DIAGRAM 6
SHEET 9

LEVEL FOUR
DIAGRAM 5
SHEET 8

LEVEL THREE
DIAGRAM 4
SHEET 7

LEVEL TWO
DIAGRAM 3
SHEET 6

LEVEL ONE
DIAGRAM 2
SHEET 5

GROUND STOREY
DIAGRAM 1 SHEET 4

BELOW GROUND LEVEL
DIAGRAM 19 SHEET 22

TITLE BOUNDARY

No. 1

PROPERTY

COMMON

CAR LIFT

PART LOTS 1409 AND 1410
AND LOT 1411

PART LOTS 1309 AND 1310
AND LOT 1311

PART LOTS 1209 AND 1210
AND LOT 1211

PART LOTS 1109 AND 1110
AND LOT 1111

PART LOT 1008
AND LOTS 1009 AND 1011

LIFT
OVERRUN

PART LOT 908
AND LOT 909

LOTS
8C13, 8C14, 8C15
AND 8C16

PART LOTS 3211 AND 3302
AND LOTS 701 AND 7C14

PART LOTS 1601 AND 2009
AND LOTS 6C14 AND 6C16

LOTS
5C13, 5C14 AND 5C16
AND PART LOT 2902

PART LOTS 905, 2402
AND 2409
AND LOT 401

PART LOTS 1910, 2001
AND 2002
AND LOT 301

PART LOTS 1502, 1509
AND 1510

PART
LOT
1102

GARBAGE
STORE

LOT 1R

LOBBY

No. 1

PROPERTY

COMMON

LIFT

STAIRS

STAIRS

STAIRS

STAIRS

LOBBY

PART LOTS
1401 AND 1402

PART LOTS
1301 AND 1302

PART LOTS
1201 AND 1202

PART LOTS
1101 AND 1102

PART LOT 1001
AND LOT 1010

PART LOT 901

LIFT
OVERRUN

LOT 8C17
AND PART
LOT 3308

PART LOTS
3303 AND
3304

PART LOT
2909 AND
6C17

LOTS
5C17 AND
5C18

PART LOTS
2502 AND
2909

PART LOTS
904 AND
2101

PART LOTS
1602 AND
1609

PART LOTS
1110 AND
1201

LOT 2R

LOT 4R

CAR LIFT

No. 1

PROPERTY

COMMON

TITLE BOUNDARY

COMMON

PROPERTY

No. 1

(13.40m
AHD)

A

CROSS SECTION A-A

NOT TO SCALE

(FOR CONTINUATION SEE SHEET 24)

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Civil Engineers • Land Surveyors • Development Consultants

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SCALE

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LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
SIZE
A3

LICENSED SURVEYOR (PRINT)

SIGNATURE

DATE

REF: 21246/PS

VERSION: E

DATE: 03/05/10

1PS20E.DGN

SHEET 23

DATE

COUNCIL DELEGATE SIGNATURE

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SUBDIVISION ACT 1988		STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION			PS 613438P
COMMON		PROPERTY No. 1	
PLANT AREA	PLANT AREA		
<div style="display: flex; justify-content: space-between;"> <div> <p>LEVEL THIRTY THREE DIAGRAM 18 SHEET 21</p> <p>LEVEL THIRTY TWO DIAGRAM 18 SHEET 21</p> <p>LEVEL THIRTY ONE DIAGRAM 18 SHEET 21</p> <p>LEVEL THIRTY DIAGRAM 17 SHEET 20</p> <p>LEVEL TWENTY NINE DIAGRAM 17 SHEET 20</p> <p>LEVEL TWENTY EIGHT DIAGRAM 17 SHEET 20</p> <p>LEVEL TWENTY SEVEN DIAGRAM 16 SHEET 19</p> <p>LEVEL TWENTY SIX DIAGRAM 16 SHEET 19</p> <p>LEVEL TWENTY FIVE DIAGRAM 16 SHEET 19</p> <p>LEVEL TWENTY FOUR DIAGRAM 16 SHEET 19</p> <p>LEVEL TWENTY THREE DIAGRAM 15 SHEET 18</p> <p>LEVEL TWENTY TWO DIAGRAM 15 SHEET 18</p> <p>LEVEL TWENTY ONE DIAGRAM 15 SHEET 18</p> <p>LEVEL TWENTY DIAGRAM 15 SHEET 18</p> <p>LEVEL NINETEEN DIAGRAM 14 SHEET 17</p> <p>LEVEL EIGHTEEN DIAGRAM 14 SHEET 17</p> <p>LEVEL SEVENTEEN DIAGRAM 14 SHEET 17</p> <p>LEVEL SIXTEEN DIAGRAM 14 SHEET 17</p> <p>LEVEL FIFTEEN DIAGRAM 13 SHEET 16</p> <p>LEVEL FOURTEEN DIAGRAM 13 SHEET 16</p> <p>LEVEL THIRTEEN</p> </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> <p>TITLE BOUNDARY</p> <p>No. 1</p> <p>PROPERTY</p> <p>COMMON</p> </div> </div>	<div style="display: flex; justify-content: space-between;"> <div> <p>PART LOT 3309 AND LOTS 3310 AND 3311A</p> <p>PART LOTS 3209 AND 3211 AND LOT 3210</p> <p>PART LOT 3109 AND LOTS 3110 AND 3111</p> <p>PART LOT 3009 AND LOTS 3010 AND 3011</p> <p>PART LOT 2909 AND LOTS 2910 AND 2911</p> <p>PART LOT 2809 AND LOTS 2810 AND 2811</p> <p>PART LOT 2709 AND LOTS 2710 AND 2711</p> <p>PART LOT 2609 AND LOTS 2610 AND 2611</p> <p>PART LOT 2509 AND LOTS 2510 AND 2511</p> <p>PART LOT 2409 AND LOTS 2410 AND 2411</p> <p>PART LOT 2309 AND LOTS 2310 AND 2311</p> <p>PART LOTS 2209 AND 2210 AND LOT 2211</p> <p>PART LOTS 2109 AND 2110 AND LOT 2111</p> <p>PART LOT 2009 AND LOTS 2010 AND 2011</p> <p>PART LOTS 1909 AND 1910 AND LOT 1911</p> <p>PART LOTS 1809 AND 1810 AND LOT 1811</p> <p>PART LOTS 1709 AND 1710 AND LOT 1711</p> <p>PART LOTS 1609 AND 1610 AND LOT 1611</p> <p>PART LOTS 1509 AND 1510 AND LOT 1511</p> <p>PART LOTS 1409 AND 1410 AND LOT 1411</p> <p>PART LOTS 1309 AND 1310 AND LOT 1311</p> </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> <p>TITLE BOUNDARY</p> <p>No. 1</p> <p>PROPERTY</p> <p>COMMON</p> </div> </div>	<div style="display: flex; justify-content: space-between;"> <div> <p>LOT 3301 AND PART LOT 3302</p> <p>PART LOT 3202 AND LOT 3201A</p> <p>LOTS 3101 AND 3102</p> <p>PART LOTS 3001 AND 3002</p> <p>LOT 2901 AND PART LOT 2902</p> <p>LOT 2801 AND PART LOT 2802</p> <p>PART LOTS 2701 AND 2702</p> <p>LOT 2601 AND PART LOT 2602</p> <p>LOT 2501 AND PART LOT 2502</p> <p>LOT 2401 AND PART LOT 2402</p> <p>LOT 2301 AND PART LOT 2302</p> <p>LOT 2201 AND PART LOT 2202</p> <p>PART LOTS 2101 AND 2102</p> <p>PART LOTS 2001 AND 2002</p> <p>PART LOTS 1901 AND 1902</p> <p>PART LOTS 1801 AND 1802</p> <p>PART LOTS 1701 AND 1702</p> <p>PART LOTS 1601 AND 1602</p> <p>PART LOTS 1501 AND 1502</p> <p>PART LOTS 1401 AND 1402</p> <p>PART LOTS 1301 AND 1302</p> </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> <p>TITLE BOUNDARY</p> <p>No. 1</p> <p>PROPERTY</p> <p>COMMON</p> </div> </div>	

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Melbourne 3000
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CONTINUED ON SEE SHEET 23

CROSS SECTION A-A

NOT TO SCALE

SCALE	ORIGINAL	LICENSED SURVEYOR (PRINT)	SHEET 24
NOT TO SCALE	SCALE SHEET SIZE	SIGNATURE	DATE / /
LENGTHS ARE IN METRES	A3	REF: 21246/PS VERSION: E DATE: 03/05/10 1PS21E.DGN	DATE / / COUNCIL DELEGATE SIGNATURE

Signed by Council: Melbourne City Council, Original Certification: 26/07/2010, S.O.C.: 26/07/2010

SUBDIVISION ACT 1988

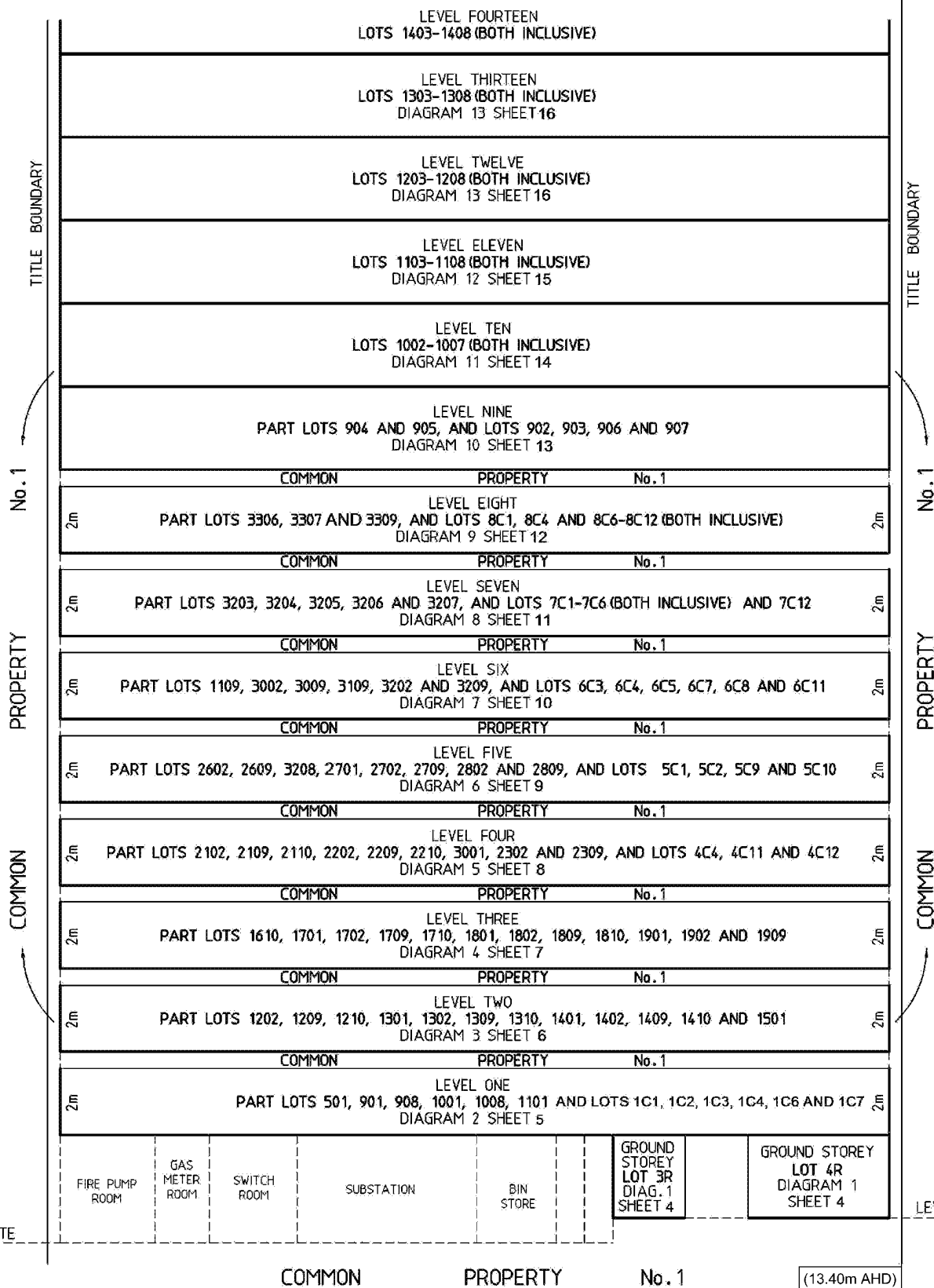
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613438P

CONTINUED ON SEE SHEET 26



COMMON PROPERTY No. 1

(13.40m AHD)

A

CROSS SECTION B-B

NOT TO SCALE

(FOR CONTINUATION SEE SHEET 26)

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SCALE	ORIGINAL	LICENSED SURVEYOR (PRINT)	SHEET 25
NOT TO SCALE	SCALE SHEET SIZE	SIGNATURE	DATE / /
LENGTHS ARE IN METRES	A3	REF: 21246/PS VERSION: E DATE: 03/05/10 1PS22E.DGN	COUNCIL DELEGATE SIGNATURE

Signed by Council: Melbourne City Council, Original Certification: 26/07/2010, S.O.C.: 26/07/2010

SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION**PS 613438P**

COMMON

PROPERTY

No. 1

LEVEL THIRTY THREE
DIAGRAM 18 SHEET 21PART LOTS 3303, 3304, 3306, 3307, 3308
AND LOT 3305ALEVEL THIRTY TWO
DIAGRAM 18 SHEET 21

PART LOTS 3203-3208 (BOTH INCLUSIVE)

LEVEL THIRTY ONE
DIAGRAM 18 SHEET 21

LOTS 3103-3108 (BOTH INCLUSIVE)

LEVEL THIRTY
DIAGRAM 17 SHEET 20

LOTS 3003-3008 (BOTH INCLUSIVE)

LEVEL TWENTY NINE
DIAGRAM 17 SHEET 20

LOTS 2903-2908 (BOTH INCLUSIVE)

LEVEL TWENTY EIGHT
DIAGRAM 17 SHEET 20

LOTS 2803-2808 (BOTH INCLUSIVE)

LEVEL TWENTY SEVEN
DIAGRAM 16 SHEET 19

LOTS 2703-2708 (BOTH INCLUSIVE)

LEVEL TWENTY SIX
DIAGRAM 16 SHEET 19

LOTS 2603-2608 (BOTH INCLUSIVE)

LEVEL TWENTY FIVE
DIAGRAM 16 SHEET 19

LOTS 2503-2508 (BOTH INCLUSIVE)

LEVEL TWENTY FOUR
DIAGRAM 16 SHEET 19

LOTS 2403-2408 (BOTH INCLUSIVE)

LEVEL TWENTY THREE
DIAGRAM 15 SHEET 18

LOTS 2303-2308 (BOTH INCLUSIVE)

LEVEL TWENTY TWO
DIAGRAM 15 SHEET 18

LOTS 2203-2208 (BOTH INCLUSIVE)

LEVEL TWENTY ONE
DIAGRAM 15 SHEET 18

LOTS 2103-2108 (BOTH INCLUSIVE)

LEVEL TWENTY
DIAGRAM 15 SHEET 18

LOTS 2003-2008 (BOTH INCLUSIVE)

LEVEL NINETEEN
DIAGRAM 14 SHEET 17

LOTS 1903-1908 (BOTH INCLUSIVE)

LEVEL EIGHTEEN
DIAGRAM 14 SHEET 17

LOTS 1803-1808 (BOTH INCLUSIVE)

LEVEL SEVENTEEN
DIAGRAM 14 SHEET 17

LOTS 1703-1708 (BOTH INCLUSIVE)

LEVEL SIXTEEN
DIAGRAM 14 SHEET 17

LOTS 1603-1608 (BOTH INCLUSIVE)

LEVEL FIFTEEN
DIAGRAM 13 SHEET 16

LOTS 1503-1508 (BOTH INCLUSIVE)

LEVEL FOURTEEN
DIAGRAM 13 SHEET 16

LOTS 1403-1408 (BOTH INCLUSIVE)

LOTS 1303-1308 (BOTH INCLUSIVE)

CONTINUED ON SEE SHEET 25

CROSS SECTION B-B

NOT TO SCALE



SCALE

NOT TO SCALE

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE
A3

LICENSED SURVEYOR (PRINT)

SIGNATURE

DATE / /

REF: 21246/PS

VERSION: E

DATE: 03/05/10

1PS23E.DGN

SHEET 26

DATE / /

COUNCIL DELEGATE SIGNATURE

[illegible]



Plan of Subdivision PS613438P
Certification & Statement of Compliance (Form 6)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S003636M
Plan Number: PS613438P
Council Name: Melbourne City Council
Council Reference Number 1: TP-2009-275
Council Reference Number 2: SA-2009-43
Surveyor's Plan Version: E

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 Council Delegate: Christopher Neil Blackwood
Organisation: Melbourne City Council
Date: 26/07/2010

Signed by: Christopher Neil Blackwood (Melbourne City Council) 26/07/2010



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Number of Pages (excluding this cover sheet)	12
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Section 181



Form 18

AG318896D

30/01/2009 \$99.90 173



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

Planning and Environment Act 1987

Lodged by:

Name:

Mallesons Stephen Jaques

Phone:

Code : 1177B

Address:

Ref:

Customer Code: 1177B

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

Land: *Certificates of Title Volume 7086 Folio 075, Volume 9366 Folio 610 and Volume 6533 Folio 525.*

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 Authority:

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

Name of Officer:

Kim Wood

Title of Officer:

Manager Legal Services

Date:

28 January 2009

AG318896D



Dated the 28th day of January, 2008

MELBOURNE CITY COUNCIL

and

28 A'BECKETT STREET PTY LTD

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

Land 19 – 37 A'Beckett Street, Melbourne

MELBOURNE CITY COUNCIL
Legal Services Branch
3rd Floor Town Hall
90 Swanston Street
MELBOURNE VIC 3000

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DATE:

28 January 2009

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 Melbourne Planning Scheme pursuant to the provisions of the *Planning and Environment Act 1987*.
- B. The Owner is or is entitled to be the registered proprietor of the land referred to in Item 2 of the Schedule.
- C. The Council issued the permit referred to in Item 3 of the Schedule.
- 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 *Planning and Environment Act 1987* with the responsible authority. The Agreement must provide for the matters referred to in Item 5 of the Schedule.
- F. The buildings situated or to be situated on the land referred to in Item 2 of the Schedule have, or will have, affixed to them certain structures which extend over A'Beckett Street and Corporation Lane No. 0111.
- G. The Council has agreed to grant a licence to the Owner to use the airspace above A'Beckett Street and Corporation Lane No. 0111 on the terms and conditions in this Agreement.
- H. The subject land is encumbered by a Mortgage, details of which are referred to in Item 6 of the Schedule.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Agreement 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. "**Commencement Date**" means the date on which this Agreement commences and referred to in Item 7 of the Schedule.
- 1.3. "**Council's Representative**" means the person referred to in Item 8 of the Schedule.
- 1.4. "**Land**" means the land described in Item 2 of the Schedule.

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- 1.5. **"Lot"** means a lot on the Plan.
- 1.6. **"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.
- 1.7. **"Permit"** means the Planning Permit referred to in Item 3 of the Schedule.
- 1.8. **"Plan"** means the Plan of Subdivision referred to in Item 9 of the Schedule.
- 1.9. **"Planning Approval"** shall mean and include any planning permit issued in accordance with the Act.
- 1.10. **"Projections"** means those parts of the development that extend into the airspace of land under the care and management of the Council.
- 1.11. **"Scheme"** means the Melbourne Planning Scheme.
- 1.12. **"Termination Date"** means the date or specified event referred to in Item 10 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. EFFECT OF AGREEMENT

4.1. Agreement runs with the Land

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

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4.2. 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.

4.3. 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, assign 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.

5. 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:

- 5.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 5.2. 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.

6. LICENCE

- 6.1. Subject to the Owner complying at all times with the terms and conditions of this Agreement, the Council gives the Owner a licence to:

- 6.1.1. use the airspace above A'Beckett Street and Corporation Lane No. 0111 occupied by the Projections; and

- 6.1.2. maintain the Projections,

on the terms and conditions in this Agreement.

- 6.2. Council gives the licence with effect from the date of this Agreement until the earlier of:

- 6.2.1. the ending of this Agreement pursuant to clause 20 of this Agreement; or

- 6.2.2. the licence is terminated pursuant to clause 8.4 of this Agreement.

- 6.3. As consideration for the Council giving this licence, the Owner shall pay to the Council a once only lump sum payment of \$6,600 plus GST upon execution of this Agreement.

- 6.4. The Owner covenants that it will at no time make any claim to ownership of A'Beckett Street or Corporation Lane No. 0111, including any airspace occupied by the Projections, based on or arising from the law of adverse possession.

7. COVENANTS OF OWNER

The Owner covenants and agrees that:

- 7.1. in accordance with the requirements of Condition 12 of the Permit in relation to the Projections:
- 7.1.1. the Owner shall be solely responsible for all care, repair, replacement, maintenance or any other works of any kind required in relation to or to be carried out on the Projections and shall undertake those works at such times as are necessary and sufficient to maintain the projections in good order and condition; and
- 7.1.2. the Owner shall indemnify Council against all actions, claims, demands, losses, damages, costs and expenses for which the Council may become liable in respect of or arising from the Projections; and
- 7.2. 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; and
- 7.3. 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 on Section 42 of the *Transfer of Land Act 1958*; and
- 7.4. 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; and
- 7.5. 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; and
- 7.6. 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.

8. DEFAULT EVENT

- 8.1. A Default Event occurs if the Owner does not comply with an obligation under this Agreement.
- 8.2. If a Default Event occurs, the Council may give 14 days (or other period required under clause 8.4) written notice to the Owner to rectify the Default Event.
- 8.3. If a Default Event is not rectified within the time required under a notice given under clause 8.2, the Council may, at its option, determine the licence given under this Agreement:
- 8.3.1. at the end of the notice period if the notice so expresses; or
- 8.3.2. at the time the Council serves a further notice at any time after the initial notice, determining the licence given under this Agreement.
- 8.4. Despite clauses 8.3, if, to rectify a Default Event, it is necessary for the Owner to effect substantial works to the Projections or any of them, the Council must allow a reasonable time in its notice within which the Owner or Notified Mortgagee must rectify the Default Event but the Council is not required, in any event, to allow more than 120 days for rectification of a Default Event.

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9. COSTS

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

9.1.1. 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;

9.1.2. 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; and

9.1.3. 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

12.1. 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,

12.1.1. by delivering it personally to that party;

12.1.2. by sending it by prepaid post; or

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

12.2. and notice or other communication is deemed served:

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12.2.1. if delivered, on the next following business day;

12.2.2. if posted, on the expiration of two business days after the date of posting; or

12.2.3. 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 to the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negated and excluded from this Agreement.

18. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one agreement.

19. 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.

20. ENDING OF AGREEMENT

- 20.1. This Agreement shall cease to operate on the termination date or otherwise as contemplated in Item 10 of the Schedule.
- 20.2. 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 (2) of the Act to cancel the recording of this Agreement on the Register.

EXECUTED as a DEED

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SIGNED SEALED AND DELIVERED by
MARTIN WILLIAMS, EXECUTIVE OFFICER
PLANNING pursuant to an Instrument of
Delegation authorised by Resolution of Council.

)
)
)
) *Williams*
.....

Witness

THE COMMON SEAL of A'BECKETT STREET
PTY LTD (ACN 125 233 383) was hereunto
affixed in accordance with its Articles of
Association in the presence of:

)
)
)
)

[Signature]

[Signature]

Director

Director/Secretary

Suncorp-Metway Limited as Mortgagee
under Instrument of Mortgage No.
AG014052E dated 7 August 2008 which
encumbers the Land consents to the Owner
entering into this Agreement and agrees to
be bound by the terms and conditions of
this Agreement.

Signed by Christopher Mark Benedict
who certifies that he is a Level 1
Attorney pursuant to a Power of Attorney
dated 15th day of November 1991 a
Certified Copy of which is lodged in the
Permanent Order Book No. 277 in the
presence of:

) SUNCORP METWAY Ltd
) ABN 68 010 831 722
) by its duly constituted
) Attorney

[Signature]
.....

AG318896D

30/01/2009 \$99.90

173



SCHEDULE

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	28 A'Beckett Street Pty Ltd (ACN 125 233 383) Level 5 574 St Kilda Road MELBOURNE VIC 3004
2.	Land description by address and Certificate of Title details	19 – 37 A'Beckett Street, Melbourne being the land contained in Certificates of Title Volume 7086 Folio 075, Volume 9366 Folio 610 and Volume 6533 Folio 525.
3.	Permit Number and date issued	TP-2007-814/B dated 21 November 2007.
4.	What the Permit allows	Construction of a 33 storey building for residential apartments and retail to the ground floor in accordance with the endorsed plans.
5.	What the condition requiring the Agreement provides for	<ul style="list-style-type: none"> • Liability and maintenance of those parts of the development projecting into airspace or sub-soil of land under the care and maintenance of Council and disclaiming any right or intention to make or cause to be made at any time any claim or application relating to adverse possession of the land; • Liability and maintenance of those parts of the development projecting into the airspace or sub-soil of land under the care and management of the Council, including provision of an indemnity and comprehensive insurance cover against damage and injury resulting from the erection and use of the projection, to the satisfaction of the Responsible Authority. • Providing for the payment to the Council of one lump sum licence fee of such amount as may be reasonably determined by a certified practising valuer appointed by the Council for that purpose.
6.	Mortgage details including name and address of Mortgagee, date mortgage registered and registered number	Suncorp-Metway Limited 447 Collins Street MELBOURNE VIC 3000 Mortgage No. AG014052E dated 7 August 2008.
7.	Commencement date	The date of this agreement.
8.	Council's Representative is:	Gail Hall
9.	Plan of Subdivision Reference Number	Not applicable.

10.	Termination date or specified event	As agreed between the parties.
11.	Address, phone and facsimile of Council	Melbourne City Council Town Hall, Swanston Street Melbourne Phone: 9658 8612 Facsimile: 9650 1026
12.	Address, phone and facsimile of Owner	28 A'Beckett Street Pty Ltd (ACN 125 233 383) Level 5 574 St Kilda Road MELBOURNE VIC 3004 Phone: 9658 8612 Facsimile: 9650 1026

AG318896D





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AK432433Y

Section 181

Form 18



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

Planning and Environment Act 1987

Lodged by: Hunt & Hunt

Name:

Phone:

Address: Level 26, 385 Bourke Street, Melbourne 3000

Ref:

Customer Code: 1188V

The 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: *Lots 1C1, 1C7, 6C4, 6C7, 6C8, 8C1, 8C4, 8C6, 8C7, 8C8, 8C9, 8C10, 8C11, 8C12, 8C13, 8C14, 8C15, 8C16, 8C17 on Plan of Subdivision PS613438P being part of the land contained in Certificates of Title Volume 11221 Folios 887, 892, 346, 348, 349, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375.*

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 Authority:

Name of Officer:


Toby Hayes

Title of Officer:

Acting Chief Legal Counsel

Date:

26 June 2013

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28/06/2013

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Dated the 25th day of June, 2013

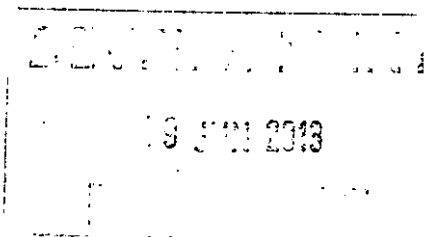
MELBOURNE CITY COUNCIL

and

28 A'BECKETT STREET PTY LTD (ACN 125 233 383)

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

Land Lots 1C1, 1C7, 6C4, 6C7, 6C8, 8C1, 8C4, 8C6, 8C7, 8C8, 8C9, 8C10, 8C11, 8C12, 8C13, 8C14, 8C15, 8C16, 8C17 on PS613438P being part of the land at 19-37 A'Beckett Street, Melbourne



MELBOURNE CITY COUNCIL
Legal Services Branch
3rd Floor Town Hall
90 Swanston Street
MELBOURNE VIC 3000

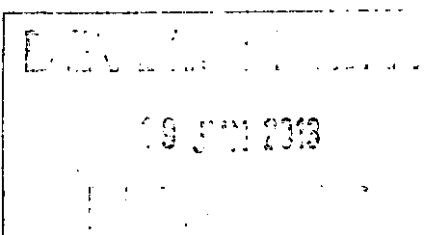
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**SECTION 173 AGREEMENT
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DATE:

25/6/2013

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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 Owner has agreed to enter into an agreement under Section 173 of the Act with the responsible authority in respect to the ongoing use of the Land.
- D. The Land is encumbered by a Mortgage, details of which are referred to in Item 3 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. "Commencement Date" means the date on which this Agreement commences and referred to in Item 4 of the Schedule.
- 1.3. "Council's Representative" means the person referred to in Item 5 of the Schedule.
- 1.4. "Land" means the land described in Item 2 of the Schedule.
- 1.5. "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.
- 1.6. "Planning Approval" shall mean and include any planning permit issued in accordance with the Act.
- 1.7. "Scheme" means the Melbourne Planning Scheme.
- 1.8. "Termination Date" means the date or specified event referred to in Item 6 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act.

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SECTION 173 AGREEMENT

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2. INTERPRETATION

In this Agreement:

- 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; and
- 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 date of commencement of the Agreement and the benefit and burden of this Agreement shall run with and be annexed to the Land.

5. PLANNING OBJECTIVES

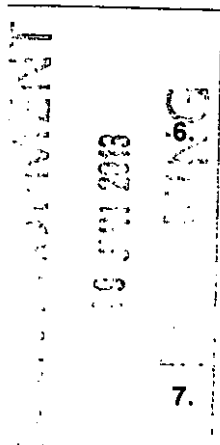
The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme and any matters incidental thereto.

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, assign 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; and
- 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. the Land will only be used for carparking purposes;
- 8.2. 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; and
- 8.3. 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*; and
- 8.4. 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; and
- 8.5. 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; and
- 8.6. 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;

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28/06/2013 1250.30 173

- 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; and
- 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.

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 as set out in the Schedule,

- 12.1. by delivering it personally to that party;
 - 12.2. by sending it by prepaid post; or
 - 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, on the expiration of two business days after the date of posting; or
 - 12.6. 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.

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28/06/2013 12:50:30 173

DELIVERED
10 JUL 2013
13

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 (2) of the Act to cancel the recording of this Agreement on the Register.

EXECUTED as a DEED

SIGNED SEALED AND DELIVERED
by the EXECUTIVE OFFICER
PLANNING pursuant to an Instrument
of Delegation authorised by Resolution
of Council.

Y. H. H. H.
.....
Witness

)
)
)
)
)
Williams
.....

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EXECUTED by 28 A'BECKETT
STREET PTY LTD (ACN 125 233 383)
in accordance with section 127(1) of the
Corporations Act 2001 (Cth) in the
presence of:

Director

Full Name **DANIELE CIARMA**

Director/Secretary

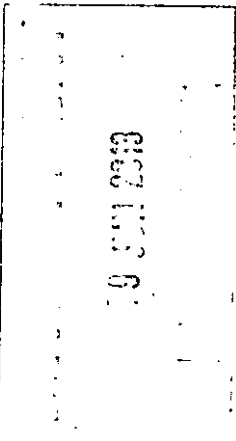
Full Name **MORRIS Z. SCHWARTZ**

Usual Address **L1, 162 WILLIAMS RD
PRAHRAN**

Usual Address **L1, 162 WILLIAMS RD
PRAHRAN**

Sokolski Codesign Pty Ltd as
Mortgagee under Instrument of
Mortgage No. AJ698858L dated 30
May 2012 which encumbers the Land
consents to the Owner entering into
this Agreement and agrees to be
bound by the terms and conditions
of this Agreement.

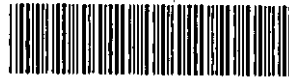
[Signature]
Sokolski



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SECTION 173 AGREEMENT

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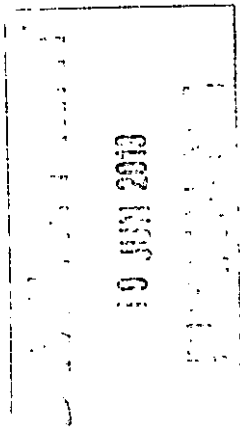
**SCHEDULE**

ITEM NO.	ISSUE	SPECIFICATION																																																												
1.	Owner	28 A'Beckett Street Pty Ltd (ACN 125 233 383)																																																												
2.	Land description by address and Certificate of Title details	<p>Lot 1C1, 1C7, 6C4, 6C7, 6C8, 8C1, 8C4, 8C6, 8C7, 8C8, 8C9, 8C10, 8C11, 8C12, 8C13, 8C14, 8C15, 8C16, 8C17 on PS613438P being the whole of the land in certificates of title as listed below</p> <table border="1"> <thead> <tr> <th>CAR LOT NO.</th><th>VOLUME</th><th>FOLIO</th></tr> </thead> <tbody> <tr><td>1C1</td><td>11221</td><td>887</td></tr> <tr><td>1C7</td><td>11221</td><td>892</td></tr> <tr><td>6C4</td><td>11221</td><td>346</td></tr> <tr><td>6C7</td><td>11221</td><td>348</td></tr> <tr><td>6C8</td><td>11221</td><td>349</td></tr> <tr><td>8C1</td><td>11221</td><td>362</td></tr> <tr><td>8C4</td><td>11221</td><td>363</td></tr> <tr><td>8C6</td><td>11221</td><td>364</td></tr> <tr><td>8C7</td><td>11221</td><td>365</td></tr> <tr><td>8C8</td><td>11221</td><td>366</td></tr> <tr><td>8C9</td><td>11221</td><td>367</td></tr> <tr><td>8C10</td><td>11221</td><td>368</td></tr> <tr><td>8C11</td><td>11221</td><td>369</td></tr> <tr><td>8C12</td><td>11221</td><td>370</td></tr> <tr><td>8C13</td><td>11221</td><td>371</td></tr> <tr><td>8C14</td><td>11221</td><td>372</td></tr> <tr><td>8C15</td><td>11221</td><td>373</td></tr> <tr><td>8C16</td><td>11221</td><td>374</td></tr> <tr><td>8C17</td><td>11221</td><td>375</td></tr> </tbody> </table>	CAR LOT NO.	VOLUME	FOLIO	1C1	11221	887	1C7	11221	892	6C4	11221	346	6C7	11221	348	6C8	11221	349	8C1	11221	362	8C4	11221	363	8C6	11221	364	8C7	11221	365	8C8	11221	366	8C9	11221	367	8C10	11221	368	8C11	11221	369	8C12	11221	370	8C13	11221	371	8C14	11221	372	8C15	11221	373	8C16	11221	374	8C17	11221	375
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8C16	11221	374																																																												
8C17	11221	375																																																												
3.	Mortgage details including name of Mortgagee, date mortgage registered and registered number	Sokolski Codesign Pty Ltd AJ698858L dated 30 May 2012																																																												
4.	Commencement date	The date of this Agreement																																																												
5.	Council's Representative is:	Executive Officer Planning																																																												
6.	Termination date or specified event	By agreement by the parties.																																																												
7.	Address, phone and facsimile of Council	Melbourne City Council Town Hall, Swanston Street Melbourne Ph: 9658 9658 Facsimile: 9658 9891																																																												

SECTION 173 AGREEMENT

8.	Address, phone and facsimile of Owner	Level 8 460 Collins Street Melbourne Vic 3000 Ph: 9654 6222 Facsimile: 9654 2225
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS613438P

The land in PS613438P is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1C1, 1C2, 1C3, 1C4, 1C6, 1C7, 1R, 2R, 3R, 4C11, 4C12, 4C4, 4R, 5C1, 5C10, 5C13, 5C14, 5C16, 5C17, 5C18, 5C2, 5C9, 6C11, 6C14, 6C16, 6C17, 6C3, 6C4, 6C5, 6C7, 6C8, 7C1, 7C12, 7C14, 7C2, 7C3, 7C4, 7C5, 7C6, 8C1, 8C10, 8C11, 8C12, 8C13, 8C14, 8C15, 8C16, 8C17, 8C4, 8C6, 8C7, 8C8, 8C9, 101, 102, 201, 202, 301, 302, 401, 402, 501, 502, 601, 602, 701, 702, 901 - 909, 1001 - 1011, 1101 - 1111, 1201 - 1211, 1301 - 1311, 1401 - 1411, 1501 - 1511, 1601 - 1611, 1701 - 1711, 1801 - 1811, 1901 - 1911, 2001 - 2011, 2101 - 2111, 2201 - 2211, 2301 - 2311, 2401 - 2411, 2501 - 2511, 2601 - 2611, 2701 - 2711, 2801 - 2811, 2901 - 2911, 3001 - 3011, 3101 - 3111, 3201A, 3202 - 3211, 3301 - 3304, 3305A, 3306 - 3310, 3311A.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 2 58 LORIMER STREET DOCKLANDS VIC 3008

OC008374N 17/08/2010

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC008374N 17/08/2010

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 1C1	5	5
Lot 1C2	5	5
Lot 1C3	5	5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS613438P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1C4	5	5
Lot 1C6	5	5
Lot 1C7	5	5
Lot 1R	52	52
Lot 2R	17	17
Lot 3R	26	26
Lot 4C11	5	5
Lot 4C12	5	5
Lot 4C4	5	5
Lot 4R	53	53
Lot 5C1	5	5
Lot 5C10	5	5
Lot 5C13	5	5
Lot 5C14	5	5
Lot 5C16	5	5
Lot 5C17	5	5
Lot 5C18	5	5
Lot 5C2	5	5
Lot 5C9	5	5
Lot 6C11	5	5
Lot 6C14	5	5
Lot 6C16	5	5
Lot 6C17	5	5
Lot 6C3	5	5
Lot 6C4	5	5
Lot 6C5	5	5
Lot 6C7	5	5
Lot 6C8	5	5
Lot 7C1	5	5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/06/2025 04:50:14 PM

OWNERS CORPORATION 1
PLAN NO. PS613438P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7C12	5	5
Lot 7C14	5	5
Lot 7C2	5	5
Lot 7C3	5	5
Lot 7C4	5	5
Lot 7C5	5	5
Lot 7C6	5	5
Lot 8C1	5	5
Lot 8C10	5	5
Lot 8C11	5	5
Lot 8C12	5	5
Lot 8C13	5	5
Lot 8C14	5	5
Lot 8C15	5	5
Lot 8C16	5	5
Lot 8C17	5	5
Lot 8C4	5	5
Lot 8C6	5	5
Lot 8C7	5	5
Lot 8C8	5	5
Lot 8C9	5	5
Lot 101	45	45
Lot 102	34	34
Lot 201	45	45
Lot 202	34	34
Lot 301	50	50
Lot 302	34	34
Lot 401	50	50
Lot 402	34	34



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/06/2025 04:50:14 PM

**OWNERS CORPORATION 1
PLAN NO. PS613438P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 501	50	50
Lot 502	34	34
Lot 601	45	45
Lot 602	34	34
Lot 701	50	50
Lot 702	34	34
Lot 901	39	39
Lot 902	35	35
Lot 903	31	31
Lot 904	36	36
Lot 905	36	36
Lot 906	31	31
Lot 907	35	35
Lot 908	39	39
Lot 909	30	30
Lot 1001	38	38
Lot 1002	34	34
Lot 1003	33	33
Lot 1004	29	29
Lot 1005	29	29
Lot 1006	29	29
Lot 1007	29	29
Lot 1008	33	33
Lot 1009	34	34
Lot 1010	39	39
Lot 1011	30	30
Lot 1101	38	38
Lot 1102	44	44
Lot 1103	28	28



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/06/2025 04:50:14 PM

OWNERS CORPORATION 1
PLAN NO. PS613438P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1104	29	29
Lot 1105	29	29
Lot 1106	29	29
Lot 1107	29	29
Lot 1108	28	28
Lot 1109	44	44
Lot 1110	38	38
Lot 1111	30	30
Lot 1201	38	38
Lot 1202	44	44
Lot 1203	28	28
Lot 1204	29	29
Lot 1205	29	29
Lot 1206	29	29
Lot 1207	29	29
Lot 1208	28	28
Lot 1209	44	44
Lot 1210	38	38
Lot 1211	30	30
Lot 1301	38	38
Lot 1302	44	44
Lot 1303	28	28
Lot 1304	29	29
Lot 1305	29	29
Lot 1306	29	29
Lot 1307	29	29
Lot 1308	28	28
Lot 1309	44	44
Lot 1310	38	38



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS613438P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1311	30	30
Lot 1401	38	38
Lot 1402	44	44
Lot 1403	28	28
Lot 1404	29	29
Lot 1405	29	29
Lot 1406	29	29
Lot 1407	29	29
Lot 1408	28	28
Lot 1409	44	44
Lot 1410	38	38
Lot 1411	30	30
Lot 1501	38	38
Lot 1502	44	44
Lot 1503	28	28
Lot 1504	29	29
Lot 1505	29	29
Lot 1506	29	29
Lot 1507	29	29
Lot 1508	28	28
Lot 1509	44	44
Lot 1510	40	40
Lot 1511	30	30
Lot 1601	38	38
Lot 1602	44	44
Lot 1603	28	28
Lot 1604	29	29
Lot 1605	29	29
Lot 1606	29	29



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS613438P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1607	29	29
Lot 1608	28	28
Lot 1609	44	44
Lot 1610	38	38
Lot 1611	30	30
Lot 1701	38	38
Lot 1702	44	44
Lot 1703	28	28
Lot 1704	29	29
Lot 1705	29	29
Lot 1706	29	29
Lot 1707	29	29
Lot 1708	28	28
Lot 1709	44	44
Lot 1710	38	38
Lot 1711	30	30
Lot 1801	38	38
Lot 1802	44	44
Lot 1803	28	28
Lot 1804	29	29
Lot 1805	29	29
Lot 1806	29	29
Lot 1807	29	29
Lot 1808	28	28
Lot 1809	44	44
Lot 1810	38	38
Lot 1811	30	30
Lot 1901	38	38
Lot 1902	44	44



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/06/2025 04:50:14 PM

**OWNERS CORPORATION 1
PLAN NO. PS613438P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1903	28	28
Lot 1904	29	29
Lot 1905	29	29
Lot 1906	29	29
Lot 1907	29	29
Lot 1908	28	28
Lot 1909	44	44
Lot 1910	38	38
Lot 1911	30	30
Lot 2001	38	38
Lot 2002	44	44
Lot 2003	28	28
Lot 2004	29	29
Lot 2005	29	29
Lot 2006	29	29
Lot 2007	29	29
Lot 2008	28	28
Lot 2009	44	44
Lot 2010	33	33
Lot 2011	30	30
Lot 2101	38	38
Lot 2102	44	44
Lot 2103	28	28
Lot 2104	29	29
Lot 2105	29	29
Lot 2106	29	29
Lot 2107	29	29
Lot 2108	28	28
Lot 2109	44	44



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS613438P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2110	38	38
Lot 2111	30	30
Lot 2201	33	33
Lot 2202	44	44
Lot 2203	28	28
Lot 2204	29	29
Lot 2205	29	29
Lot 2206	29	29
Lot 2207	29	29
Lot 2208	28	28
Lot 2209	44	44
Lot 2210	38	38
Lot 2211	30	30
Lot 2301	33	33
Lot 2302	44	44
Lot 2303	28	28
Lot 2304	29	29
Lot 2305	29	29
Lot 2306	29	29
Lot 2307	29	29
Lot 2308	28	28
Lot 2309	44	44
Lot 2310	33	33
Lot 2311	30	30
Lot 2401	33	33
Lot 2402	44	44
Lot 2403	28	28
Lot 2404	29	29
Lot 2405	29	29



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS613438P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2406	29	29
Lot 2407	29	29
Lot 2408	28	28
Lot 2409	44	44
Lot 2410	33	33
Lot 2411	30	30
Lot 2501	33	33
Lot 2502	44	44
Lot 2503	28	28
Lot 2504	29	29
Lot 2505	29	29
Lot 2506	29	29
Lot 2507	29	29
Lot 2508	28	28
Lot 2509	44	44
Lot 2510	33	33
Lot 2511	30	30
Lot 2601	33	33
Lot 2602	44	44
Lot 2603	28	28
Lot 2604	29	29
Lot 2605	29	29
Lot 2606	29	29
Lot 2607	29	29
Lot 2608	28	28
Lot 2609	44	44
Lot 2610	33	33
Lot 2611	30	30
Lot 2701	38	38



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS613438P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2702	44	44
Lot 2703	28	28
Lot 2704	29	29
Lot 2705	29	29
Lot 2706	29	29
Lot 2707	29	29
Lot 2708	28	28
Lot 2709	44	44
Lot 2710	33	33
Lot 2711	30	30
Lot 2801	33	33
Lot 2802	44	44
Lot 2803	28	28
Lot 2804	29	29
Lot 2805	29	29
Lot 2806	29	29
Lot 2807	29	29
Lot 2808	28	28
Lot 2809	44	44
Lot 2810	33	33
Lot 2811	30	30
Lot 2901	33	33
Lot 2902	44	44
Lot 2903	28	28
Lot 2904	29	29
Lot 2905	29	29
Lot 2906	29	29
Lot 2907	29	29
Lot 2908	28	28



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/06/2025 04:50:14 PM

**OWNERS CORPORATION 1
PLAN NO. PS613438P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2909	44	44
Lot 2910	33	33
Lot 2911	30	30
Lot 3001	38	38
Lot 3002	44	44
Lot 3003	28	28
Lot 3004	29	29
Lot 3005	29	29
Lot 3006	29	29
Lot 3007	29	29
Lot 3008	28	28
Lot 3009	44	44
Lot 3010	33	33
Lot 3011	30	30
Lot 3101	33	33
Lot 3102	39	39
Lot 3103	28	28
Lot 3104	29	29
Lot 3105	29	29
Lot 3106	29	29
Lot 3107	29	29
Lot 3108	28	28
Lot 3109	44	44
Lot 3110	33	33
Lot 3111	30	30
Lot 3201A	33	33
Lot 3202	44	44
Lot 3203	33	33
Lot 3204	34	34



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/06/2025 04:50:14 PM

OWNERS CORPORATION 1
PLAN NO. PS613438P

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 3205	34	34
Lot 3206	34	34
Lot 3207	34	34
Lot 3208	33	33
Lot 3209	44	44
Lot 3210	33	33
Lot 3211	35	35
Lot 3301	33	33
Lot 3302	44	44
Lot 3303	33	33
Lot 3304	34	34
Lot 3305A	29	29
Lot 3306	34	34
Lot 3307	34	34
Lot 3308	33	33
Lot 3309	44	44
Lot 3310	33	33
Lot 3311A	30	30
Total	10000.00	10000.00

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.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1151277

APPLICANT'S NAME & ADDRESS

COOPERS LAWYERS C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

DOWD, MATTHEW BRETT

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

358812

This certificate is issued for:

LOT 2707 PLAN PS613438 ALSO KNOWN AS 2707/31 ABECKETT STREET MELBOURNE
MELBOURNE CITY

The land is covered by the:

MELBOURNE PLANNING SCHEME

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

The land:

- is included in a CAPITAL CITY ZONE SCHEDULE 1 - OUTSIDE THE RETAIL CORE
- is within a PARKING OVERLAY - PRECINCT 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 70
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10

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/>

26 June 2025

Sonya Kilkenny
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.

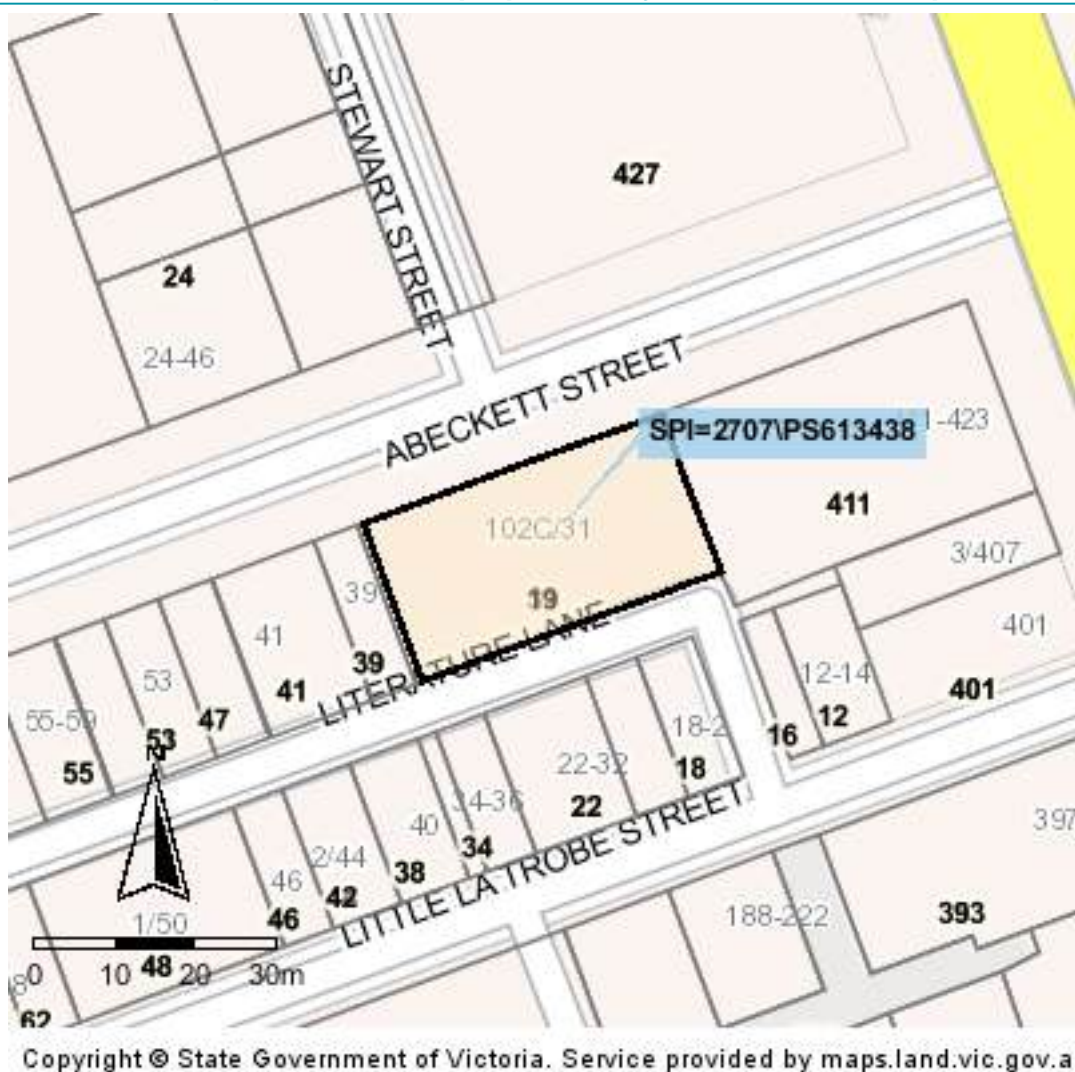
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.



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.

Valuation and rate notice 2024-2025

For the period 1 July 2024 - 30 June 2025



022 013571

S K Dowd and M B Dowd
Unit 2707
31 A'Beckett St
MELBOURNE VIC 3000

Tax invoice

No GST has been charged

Assessment no. 98012 8

Date of issue 15 Aug 2024

QUESTIONS?

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

Property Unit 2707, Level 27, 31 A'Beckett Street, MELBOURNE VIC 3000

Legal description Lot 2707 PS613438P

Valuations		Effective date	1 Jul 2024
NAV	15,750	Valued as at	1 Jan 2024
Site value	50,000	Interest rate	10%
CIV	315,000	Land use	Residential
AVPCC	120 -Single Strata Unit/Villa Unit/Townhouse		

Details of account

(important, please read overleaf)

Amount

Residential Rates @ 3.7846 cents in the \$ of NAV.	\$596.07
Waste Charge	\$145.00
FSPL @ \$132 plus 8.7 cents per \$1,000 of CIV.	\$159.41

FSPL - Fire Services Property Levy (State Government Charge)

SAVE PAPER AND GET YOUR RATES NOTICE BY EMAIL.

Visit melbourne.vic.gov.au/rates and have your rates notice with you.

OPTION 1 (DIRECT DEBIT AVAILABLE)

Pay in full by 15 February 2025 \$900.48

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

OPTION 2 (DIRECT DEBIT AVAILABLE)

Pay in four instalments.

Instalment 1 30 September 2024 \$225.11

If paying by instalments, you must pay the first instalment by this due date. If you pay after this date, the amount paid will be accepted as part payment, with the balance payable in full by 15 February 2025.

Instalment 2 30 November 2024 \$225.11

Instalment 3 28 February 2025 \$225.11

Instalment 4 31 May 2025 \$225.15

OPTION 3 (DIRECT DEBIT ONLY)

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

Payment methods

Assessment no. 98012 8

Property Unit 2707, Level 27, 31 A'Beckett Street, MELBOURNE VIC 3000



Billers code: **79616**
Ref: 10980128

BPAY this payment via Internet or phone banking
BPAY View - View and pay this bill using internet banking.
BPAY View Registration No.: 10980128
Credit cards not accepted.



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



*3397 0891 0010980128 54



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



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

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

☐ Option 1 **\$900.48**
☐ Option 2 **\$225.11**



Telephone 1300 130 453

Internet melbourne.vic.gov.au/rates



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



In person
Melbourne Town Hall
90-130 Swanston St, Melbourne 3000
8.30am - 5pm, Monday to Friday.
Visa, MasterCard or EFTPOS available.
Cash payments not accepted.

+10098012800000> +000891+ <0000000000> <0000090048> +444+

OPTION 3 PAYMENTS

Direct debit only

Ten monthly instalments payable by direct debit only. Payments will be deducted from the nominated bank account on the last day of the month from September through to May. The June payment will be deducted on 26 June 2025.

If payment due date falls on a weekend or public holiday, it is deducted the next working day.

For a direct debit application form and for more information about this payment method, visit melbourne.vic.gov.au/rates or phone 03 9658 9658.

Interest penalties for late payment

Penalty interest on any arrears of rates and charges will continue to accrue. Interest will be calculated from the date when each quarterly instalment was due, irrespective of whether or not a ratepayer has chosen to pay by the instalment or lump sum option.

All payments will be allocated as follows:

- 1. Legal Costs Owing (if any)
- 2. Arrears Interest Owing (if any)
- 3. Arrears Owing (if any)
- 4. Current Owing

Payment difficulties

If you are having difficulties in making payments prior to the due dates, you may apply to Council for a payment plan. Please contact the Customer Service Hotline on 03 9658 9658 for assistance or visit our website for further details: melbourne.vic.gov.au/financialhardship

Victorian Government’s rate cap

We’ve complied with the Victorian Government’s rate cap of 2.75 per cent. The cap applies to the total annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government’s rate cap.

For more information visit delwp.vic.gov.au/fairgorates

Objection to valuation

If you are aggrieved by the valuation of your property and wish to discuss the values, or need a prescribed form to lodge a formal objection, visit melbourne.vic.gov.au/valuations or call 03 9658 9658. The prescribed form must be completed and lodged with the City of Melbourne within two (2) months from the date of issue on the front of this notice.

Valuation objections will be processed by the Valuer General Victoria.

You must pay your rates as assessed on this notice by the dates outlined, pending the outcome of any objection.

The valuations shown on this notice may be used by other authorities for the purpose of a rate or tax.

Appeal against rates

If you are aggrieved by any rate or charge, or by anything included or excluded from the rates or charge, other than in respect of the assessment of the value, you may appeal to the county court for a review of the rate or charge.

Review of differential rating

If you’re an owner or occupier of land whose interests are affected by a decision of the Council to classify or not to classify that land as being for a particular type or class for differential rating purposes, you may apply to VCAT for review of the decision.

Valuation definitions

Site value is the value of the land.

NAV (Net Annual Value) residential is 5 per cent of the capital improved value.

NAV non-residential is approximately the annual net rental value of the property.

CIV (Capital Improved Value) is the total market value of the land plus buildings and improvements.

AVPCC - Australian Valuation Property Classification Code.

Objection to Fire Services Property Levy

If you disagree with the valuation or Australian Valuation Property Classification Code (AVPCC) you can call us on 03 9658 9658. If you’re the owner of the land you may apply for a waiver, deferral or concession in respect of the leviable land under s.27 of the Fire Services Property Levy Act 2012 for rateable land and s.28 for non-rateable residential land.

Waste Charge

Residential ratepayers

A waste collection charge of \$330 applies to residential properties valued above the median price of \$515,000. A concessional rate of \$145 applies to lower valued properties.

Commercial ratepayers

A public realm waste charge is applied to commercial properties using the Capital Improved Value (CIV), which is a rate-in-the-dollar calculation according to an individual property’s value.

Public realm waste charge includes services that keep our city clean, such as street cleaning, dumped rubbish and public litter bin collection services.

Further information on your rates and the waste charge can be found here: melbourne.vic.gov.au/rates

Pensioner concessions

If you are a pensioner and have a current concession card issued by Centrelink or the Department of Veteran Affairs, you may be eligible for a rate rebate on your principal place of residence.

For more information on pensioner concessions visit melbourne.vic.gov.au/rates or phone 03 9658 9658.

Privacy Statement

The City of Melbourne collects your personal property information for the purposes of issuing and collecting municipal rates as well as compiling the electoral roll for Council elections. Your information may also be disclosed to other government agencies (regarding works that may affect you or your property) or debt collection agencies (where rates remain unpaid). Read our Privacy Policy at melbourne.vic.gov.au

Any questions?

Find out how your rates are calculated, what they go towards, as well as payment information and how to change your address at melbourne.vic.gov.au/rates

Phone: 03 9658 9658

Email: rates@melbourne.vic.gov.au

Interpreter Services

Speak a language other than English? We can help. Call 03 9280 0726. Deaf, speech or hearing impaired? Contact National Relay Service: Teletypewriter (TTY) 133 677 ask for 03 9658 9658 Speak & Listen 1300 555 727

Owner recorded by Council

Sarah Kate Dowd; Matthew Brett Dowd

Differential rates comparison table

As part of the City of Melbourne Budget 2024-25, Council has adopted 2 differential rates in the dollar. The following rate comparison table shows what your general rates would have been if your property was classified with an alternative differential rate.

This only applies to general rates (FSPL and waste charge are not included) and is for information purposes only.

Type or class of land	Rate in \$	NAV	Amount
Residential	0.037846	15,750	\$596.07
Commercial	0.044417	15,750	\$699.57

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 11)

Owners Corporation A'BECKETT TOWER
 31 A'Beckett Street Melbourne, Vic. 3000

Plan Number: 613438P

Vendor Sarah and Matthew Dowd

Reference

This certificate is issued for Lot 2707 on Plan Number 613438P Lot Liability 29.00 Lot Entitlement 29.0000
 the postal address of which is: 2707/31 A'Beckett Street, Melbourne, Vic. 3000

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)

The current fees for Administration Fund for the above lot are:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
01/09/24 to 30/11/24	622.94	01/09/24	07/08/24	25/07/24
01/12/24 to 28/02/25	622.94	05/12/24	27/11/24	06/11/24
01/03/25 to 31/05/25	622.94	08/03/25	05/02/25	04/02/25
01/06/25 to 31/08/25	622.94	11/06/25	11/06/25	14/05/25

Regulation 16(b)

The Administration Fund fees are paid up until 31/08/25
 Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees
 (Credit shown with -)

Nil

2 The current fees for Maintenance Fund for the above lot are:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
01/09/24 to 30/11/24	192.44	01/09/24	07/08/24	25/07/24
01/12/24 to 28/02/25	192.44	05/12/24	27/11/24	06/11/24
01/03/25 to 31/05/25	192.44	08/03/25	05/02/25	04/02/25
01/06/25 to 31/08/25	192.44	11/06/25	11/06/25	14/05/25

Regulation 16(b)

The Maintenance Fund fees are paid up until 31/08/25
 Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Maintenance Fund Fees
 (Credit shown with -)

Nil

3 Regulation 11(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
--------------------	---------------	-----------------	------------------	--------------------

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees
 (Credit shown with -)

Nil

4 Regulation 16(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
--------------------	---------------	-----------------	------------------	--------------------

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees
 (Credit shown with -)

Nil

5 Section 151(4)(a)(iii) Other amounts owing
Purpose

Fund

Amount

Due Date

Amount Unpaid

Victoria
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 2707

On

Plan Number

613438P

Interest Rate: 10.00

Interest to Certificate Date: Nil

Daily Interest Accruing:

Nil

1 to 5 Section 151(4)(a)(iii) Regulation 11(c) Summary of Amounts unpaid

Annual Fees

Nil

Special Fees

Nil

Other Payments

Nil

Interest

Nil

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$0.00)

Nil

6 Section 151(4)(a)(v) Regulation 11(e)

The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:

Nil

7 Section 151(4)(a)(iv) Regulation 11(f)

The owners corporation has the following insurance cover:

INSURANCE DETAILS

A'BECKETT TOWER

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
APPEAL EXPENSES CHUBB	93209375	150,000.00	25/09/25		
BUILDING CHUBB	93209375	74,708,672.00	25/09/25		
CATASROPHE & IMPROVE CHUBB	93209375	14,806,236.00	25/09/25		
CRIME INSURANCE CHUBB	93209375	100,000.00	25/09/25		
GENERAL LIABILITY CHUBB	93209375	20,000,000.00	25/09/25		
MACHINERY BREAKDOWN CHUBB	93209375	100,000.00	25/09/25		
MNGT CMT LIABILITY CHUBB	93209375	2,000,000.00	25/09/25		
PROFESSIONAL EXPENSE CHUBB	93209375	30,000.00	25/09/25		
TEMP ACCOMMODATION CHUBB	93209375	11,104,677.00	25/09/25		
VOLUNTARY WORKERS CHUBB	93209375	500,000.00	25/09/25		

8 Section 151(4)(a)(v) Regulation 11(g)

The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act.

'MEMBERS MAY NOT ARRANGE INSURANCE'

9 Section 151(4)(a)(vi) Regulation 11(h)

Total funds held by owners corporation (including any investment accounts): \$101,688.21

10 Section 151(4)(a)(vii) Regulation 11(i)

The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following:

Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 2707

On

Plan Number

613438P

- 11 Section 151(4)(a)(viii) Regulation 11(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following:
See Attached 'COMMON PROPERTY AFFECTED'
- 12 Section 151(4)(a)(ix) Regulation 11(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following:
See Attached 'COMMON PROPERTY AFFECTED'
- 13 Section 151(4)(a)(x) Regulation 11(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following:
See Attached "COMMON PROPERTY AFFECTED"
- 14 Section 151(4)(a)(xi) Regulation 11(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following:
Nil
- 15 Section 151(4)(a)(xii) Regulation 11(n)
The owners corporation has resolved to appoint a manager, being:
Kingston Management Group PO Box 23082 DOCKLANDS VIC 8012
Telephone: 03 9676 2828 Facsimile: Email: info@kingstonmanagement.com.au
- 16 Section 151(4)(a)(xiii) Regulation 11(o)
No proposal has been made for the appointment of an administrator except as follows:
Nil
- 17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)
Other documents of a prescribed kind:
Nil
- 21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters
Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 2707

On

Plan Number

613438P

THE COMMON SEAL of OWNERS
CORPORATION NO 613438P was
affixed in accordance with section 20 of the
Owners Corporations Act 2006 on the 03 July 2025

Dated: 03/07/2025



Owners Corporation Manager
Julie Darray

A handwritten signature in blue ink, appearing to read "Julie Darray".

11. The Owners Corporation has not granted any lease licence or has any agreements affecting the common property except the following:
- 11.1 By operation of law, The Owners Corporation has become a lessor under a Lease to Citipower for the substation on the common property for a term of Thirty (30) years, with an option for a further term of Thirty (30) years.
 - 11.2 Resolved (as a special resolution) that owners Corporation 1 on plan of subdivision PS 613438P, enter into signage licence for Retail Lots 1, 2, 3 & 4.
 - 11.3 Resolved (as a special resolution) that owners Corporation 1 on plan of subdivision PS 613438P, enter into licence deed for seating on walkway for Retail Lots 2, 3 & 4.
 - 11.4 Resolved (as a special resolution) that owners Corporation 1 on plan of subdivision PS 613438P, enter into an agreement to provide Foxtel to lots, at the cost of each user should they wish to connect to these services.
 - 11.5 Resolved (as a special resolution) to appoint Building Manager on a three year contract for Owners Corporation 1 on plan of subdivision PS 613438P.
 - 11.6 Resolved (as a special resolution) to appoint an Owners Corporation Manager on a three year contract for Owners Corporation 1 on plan of subdivision PS 613438P.
 - 11.7 Resolved (as a special resolution) to appoint SPS Property Services as cleaning contractor for a three year contract Owners Corporation 1 on plan of subdivision PS 613438P.
 - 11.8 Resolved (as a special resolution) for Win Energy Common Area Electricity 60 month contract to be transferred to Owners Corporation 1 on plan of subdivision PS 613438P which commenced on the 21st September 2009.

MINUTES OF ANNUAL GENERAL MEETING
A'BECKETT TOWER
31 A'Beckett Street, Melbourne
Owners Corporation 1 on plan of subdivision number 613438P

Meeting date & time: Monday 22nd July 2024 at 5.00 pm via zoom.

Type of meeting: Annual General Meeting for PS 613438P – Owners Corporation 1

Attendees: John Francis
(voting rights) Ross Jones
Susan Jones
Daniel Rametta
Lee Pham
Jessica Sam

Present: Julie Darray and Jason Kelly on behalf of Kingston Management Group

(no voting rights) Tony Bataggia – Building Manager

Apologies: Frank Mica

Proxies: K. Castle – Proxy: Daniel Rametta

Quorum: A quorum for a general meeting is at least 50% of the total votes or if 50% of the total votes is not available the quorum is at least 50% of the total lot entitlement. If there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions. Interim resolutions become resolutions of the owners corporation, 29 days from the date of the interim resolution. There was no quorum present.

<i>Agenda Item Number</i>	<i>Agenda Item</i>
1.	<u>OPEN MEETING</u>
	<p>a. All Apologies & proxies were tabled and announced.</p> <p>b. It was announced there was no quorum present & owners' in arrears cannot vote.</p> <p>c. Nomination of minute taker for meeting was Jason Kelly.</p> <p>Motion carried without dissent.</p>

KINGSTON MANAGEMENT GROUP PTY LTD

PO Box 23082, DOCKLANDS

t) +61 3 9676 2828

e) info@kingstonmanagement.com.au

<i>Agenda Item Number</i>	<i>Agenda Item</i>
2.	<u>ELECTION OF MEETING CHAIRPERSON</u>
	<p>The lot owners present may elect one of their members or the manager of the owners corporation to chair the meeting. Chairperson John Francis was elected to chair the meeting.</p> <p>Motion carried without dissent.</p>
3.	<u>PREVIOUS MINUTES</u>
	<p>Owners corporation 1 noted the minutes of the last annual general meeting held 12th July 2022.</p> <p>Motion carried without dissent.</p>
4.	<u>CONSIDERATION OF REPORTS</u>
a.	<u>Committee's Report</u>
	<p>The Committee's report was noted and accepted.</p> <p>Motion carried without dissent.</p>
b.	<u>Owners Corporation Manager's Report</u>
	<p>The Owners Corporation Manager's report was noted and accepted.</p> <p>Motion carried without dissent.</p>
c.	<u>Building Manager's Report</u>
	<p>The Building Manager's report was noted and accepted.</p> <p>Motion carried without dissent.</p>

d.	<u>Grievance Committee Report</u>
	<p>In accordance with the Owners Corporation Act 2006 (S. 159)</p> <p>(1) The owners corporation must report to the annual general meeting in relation to—</p> <ul style="list-style-type: none"> (a) the number of complaints made under this Division; and (b) the nature of the complaints; and (c) the number of matters on which action was taken under this Division; and (d) the nature of the matters in respect of which action was taken; and (e) the number of matters in respect of which an application was made to VCAT in respect of an alleged breach of an obligation imposed on a lot owner or occupier of a lot by this Act or the regulations or the rules of the owners corporation; and (f) the nature of the matters referred to in paragraph (e); and (g) the outcome of each action or application. <p>(2) This report to be tabled at the meeting must not identify the person who made a complaint or the lot owner or occupier alleged to have committed the breach.</p> <p>There were no complaints lodged via prescribed form.</p>
5.	<u>CONSIDERATION OF FINANCIAL MATTERS</u>
	<p>The meeting adopted financial statements for the period of EOY August 2022, and 31st August 2023.</p>
e.	<p>Owners' corporation 1 reflecting the below balance in the administration and maintenance fund as at 31st August 2022.</p> <p>Administration fund \$142,689.26 surplus Maintenance fund \$1,328,421.20 surplus</p> <p>Motion carried without dissent.</p>
f.	<p>Owners' corporation 1 reflecting the below balance in the administration and maintenance fund as at 31st August 2023.</p> <p>Administration fund \$123,079.52 surplus Maintenance fund \$1,542,956.54 surplus</p> <p>Motion carried without dissent.</p>
5.1	<u>Audit of accounts</u>

	<p>In accordance with s35 of the Owners Corporation Act 2006 a prescribed Owners Corporation must, after the end of each financial year cause its financial statements to be audited. Audit reports prepared by MWB Accountants attached with the AGM notice was noted and accepted for period ending 31st August 2022. The period ending 31st August 2023 were tabled at the meeting and accepted. Refer to copy attached.</p> <p>Motion carried without dissent.</p>
6.	<u>ADMINISTRATION AND MAINTENANCE BUDGETS AND FEES</u>
	<p>Owners corporation No. 1 on Plan of Subdivision 613438P confirmed that the committee of the owner's corporation may consider and pass on an interim basis proposed budgets for each financial year for the Owners Corporation prior to the commencement of each financial year and the owners corporations' annual general meeting each year.</p>
e.	<p>The owner's corporation committee has considered the proposed budget for the financial year of 1st September 2022 to 31st August 2023 for owner's corporation 1. Members ratified the decision of the committee of owners' corporations 1 to pass and accept the proposed budget with members contributions for said financial year of:</p> <p>Administration fund \$781,115.00 Maintenance fund \$241,307.00</p> <p>Motion carried without dissent.</p>
f.	<p>The owner's corporation committee has considered the proposed budget for the financial year of 1st September 2023 to 31st August 2024 for owner's corporation 1. Members ratified the decision of the committee of owners' corporations 1 to pass and accept the proposed budget with members contributions for said financial year of:</p> <p>Administration fund \$781,115.00 Maintenance fund \$241,307.00</p> <p>Motion carried without dissent.</p>
7.	<u>ARREARS AND PENALTY INTEREST</u>
a.	<u>Recovery of money owed</u>
	<p>It was noted that in accordance with the Owners Corporation Act 2006, an owners corporation may recover any money owed to the owners corporation in any court of competent jurisdiction as a debt due to the owners corporation.</p> <p>(1) The owners corporation must give notice to a lot owner of any fees and charges due and payable by the lot owner to the owners corporation (the "fee notice").</p> <p>(2) The fee notice must—</p> <p>(a) state that the lot owner has an obligation to pay the fees and charges within 28 days after the date of the notice; and</p> <p>(b) state that interest at the rate specified in the notice will be payable in respect of any overdue fees and charges; and</p> <p>(c) include details of the dispute resolution process that applies under the rules in</p>

	<p>respect of disputed fees and charges.</p> <p><u>Final notice</u></p> <p>(1) If the money owing is not paid within 28 days after the date of the fee notice, the owners corporation may send a final notice to the lot owner.</p> <p>(2) The final notice must—</p> <p>(a) state that the lot owner has an obligation to pay the overdue fees and charges and interest immediately; and</p> <p>(b) the interest that is payable in respect of the overdue fees and charges at the date of the final notice; and</p> <p>(c) the amount of interest that will accrue daily until the payment of the overdue fees and charges; and</p> <p>(d) state that the owner's corporation intends to take action under Part 11 to recover the amount due if the overdue fees and charges and interest owing are not paid within 28 days after the date the final notice is given.</p> <p>It was noted legal action needs to be taken against lots. There are many lots who are in arrears. Many owners who also require payment plans that have been long term payment plans. KMG trying to work with owners and this task takes up a lot of time to follow up with calls and emails to owners.</p>
b.	<p><u>Penalty interest on arrears</u></p>
	<p>The following was noted:</p> <p>(1) An owners corporation may charge interest on any amount payable by a lot owner to the owners corporation that is still outstanding after the due date for payment.</p> <p>(2) The rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.</p>
8.	<p><u>INSURANCE AND INSURANCE VALUATION REVIEWS</u></p>
	<p>The Owners Corporation has insurance cover covering Owners Corporation OC1 on Plan of Subdivision PS. 613438P. The certificate of currency attached with AGM notice was noted.</p> <p>Previous insurance valuation in 2019 and currently being carried out prior to next renewal in August 2024. This will affect insurance premiums as they will rise as insurance valuations with higher costs will see the valuation of the property to be insured increased due to rising building costs. It will also be going up as they have been across OC's and the entire insurance industry with bushfires and/or floods affecting the country which have an impact on all insurance. This will mean an increase to levies for contribution fund as previous years surplus funds would not cover this increase.</p> <p>Owners are advised that the insurance taken out by the Owners Corporation excludes cover for contents and fixtures and fittings within each apartment and public liability within their apartment and private car space. Owners would need to arrange their own insurance in relation to contents insurance for owner occupiers and landlords' insurance if your apartment is leased.</p>

9.	<u>ELECTION OF COMMITTEE</u>
	<p>As of the 1st December 2021, the Owners Corporation Act has changes to come into effect which will mean after this date, the Owners Corporation Committee will be maximum 7 members permitted under S103 (1). The meeting elected a committee of at least three and no more than seven members to be appointed for Owners Corporation 1. The appointed members of the committee hold office from their election until a new committee is elected.</p> <p>The meeting appointed the following members to the Committee:</p> <ol style="list-style-type: none"> 1. John Francis 2. Ross Jones 3. Daniel Rametta 4. Frank Mica <p>Motion carried without dissent.</p> <p>The meeting elected the following office bearers:</p> <p>John Francis as Chairperson</p> <p>Ross Jones as Deputy Chairperson.</p> <p>Daniel Rametta as Grievance Chairperson.</p> <p>Jason Kelly was appointed Secretary.</p> <p>Motion carried without dissent.</p>
10.	<u>COMMON SEAL</u>
	<p>It was noted that the common seal of an owners corporation must not be used on a document unless its use for that purpose has been authorised by a resolution of the owners corporation. The resolution to authorise the use of the common seal must be recorded in the minutes of the general meeting. It was noted that as of the 1st December 2021, the common seal is no longer required. The Owners Corporation resolved to destroy the common seal.</p> <p>Motion carried without dissent.</p>
11.	<u>OTHER BUSINESS</u>
a.	<p>It was noted that the painting of car park levels and metal protective covers to be installed. Then urgent security camera maintenance upgrade to be split across end of year financials for 2024 and then 50% in 2025.</p> <p>Then planned works for 2025. painting of all common areas would be completed in 2025 and then following this work would be carpet replacement of all levels to ensure painting does not leak onto carpet if carpet is carried out first. There are 2 owners who will be happy to select carpet colour with Building Manager Tony.</p>

b.	Committee member Ross Jones looking into EV charging investigation with Building Manager. They will also explore electric heat pumps for hot water and come back to the Committee on their findings.
----	--

Meeting Closure: 5:50pm

Owners Corporation PS 613438P

A'Beckett Tower

**31 A'Beckett Street
MELBOURNE VIC 3000**

Financial Statements

For the year ended August 31, 2023



Level 10, 179 Queen Street
MELBOURNE VIC 3000

Phone: 03 9252 2023 Fax: 03 9642 2868
Email: info@mwbackgroundants.com.au



Michael Burhala CA
Director

Level 10, 179 Queen Street
Melbourne VIC 3000

GPO Box 1973
Melbourne VIC 3001

T 03 9252 2020
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CHARTERED ACCOUNTANTS
AUSTRALIA • NEW ZEALAND

**Auditors Independence
Declaration to the
Committee of the
Owners Corporation
On Plan of Subdivision No. 613438P**

I declare that, to the best of my knowledge and belief, during the year ended August 31, 2023, there have been no contraventions of the:

- (i) Auditor independence requirements of the Australian professional accounting bodies in relation to the audit; and
- (ii) Any applicable code of professional conduct in relation to the audit.

A handwritten signature in blue ink, appearing to read "MB", located above the signature line.

Michael Burhala CA (Member No. 278365)
Principal

MWB Accountants Pty Ltd
PO Box 7071
BANYULE VIC 3084

Signed at Melbourne on **28/03/2024**

Notes to the Financial Statements For the Year Ended August 31, 2023

1. Summary of Significant Accounting Policies

(a) Basis of preparation

This financial report is a special purpose financial statement prepared in order to satisfy the financial reporting requirements of the Owners Corporation Act 2006. The members/owners have determined that the Owners Corporation is not a reporting entity.

The financial report has been prepared on an accruals basis and is based on historic costs and does not take into account changing money values or, except where specifically stated, current valuations of non-current assets.

The following significant accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this financial report.

(b) Revenue and other income

Fees income is recognised when the right to receive payment has been established. Fees are invoiced in advance for each quarter and disclosed as a liability at year end when received in advance. Fees in arrears are disclosed as levies receivable.

Interest income is recognised when received.

All revenue is stated net of goods and services tax (GST).

(c) Cash and cash equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks and other short-term highly liquid investments with original maturities of three months or less.

(d) Goods and services tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office. In these circumstances, the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payable s in the balance sheet are shown inclusive of GST.

(e) Income Tax

Contributions are not assessable income to the Corporation under the mutuality principal. Other income is assessable at the prevailing corporate income tax rates.

(f) Receivables

A receivable is recognised for fees in arrears at balance date. When debts are known to be uncollectable, they are written off by reducing the carrying amount directly.

Notes to the Financial Statements For the Year Ended August 31, 2023

1. Summary of Significant Accounting Policies – continued

(g) Fixed assets

The policy of the owners corporation is to expense fixed assets in the income and expenditure statement during the financial year in which the costs are incurred.

(h) Trade and other payables

Trade and other payables represent the liability outstanding at the end of the reporting period for goods and services received by the Owners Corporation during the reporting period which remain unpaid. Trade accounts payable are unsecured and generally settled within agreed supplier terms.

(i) Insurance claims

Insurance claims made that are yet to be received at year end are reflected within Other Receivables, when it is expected that the claim will be accepted and paid, pending the insurers' assessment.

INDEPENDENT AUDITOR'S REPORT

COMMITTEE OF OWNERS OF THE OWNERS CORPORATION ON P.S. 613438P A'BECKETT TOWER

We have audited the accompanying financial report of P.S. 613438P, which comprises the Balance Sheet as at August 31, 2023, the Statement of Income and Expenditure for the year then ended and notes comprising a summary of significant accounting policies and other explanatory information. The financial report has been prepared by the owners corporation manager ("Management") based on the financial reporting requirements of the *Owners Corporations Act 2006*.

Opinion

In our opinion, the financial report presents fairly, in all material respects, the Balance Sheet of P.S. 613438P as at August 31, 2023, and its Income and Expenditure for the year then ended in accordance with the financial reporting requirements of the *Owners Corporations Act 2006*.

Management's Responsibility for the Financial Report

Management is responsible for the preparation and fair presentation of the financial report in accordance with the financial reporting requirements of the *Owners Corporations Act 2006* and for such internal control as management determines is necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial report based on our audit. We conducted our audit in accordance with Australian Auditing Standards. Those standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance about whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for

the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

Without modifying our opinion, we draw attention to Note 1 to the financial report, which describes the basis of accounting. The financial report is prepared to assist P.S. 613438P to meet the requirements of the *Owners Corporations Act 2006*. As a result, the financial report may not be suitable for another purpose.



Michael Burhala CA (Member No. 278365)
Principal

MWB Accountants Pty Ltd
PO Box 7071
BANYULE VIC 3084

Signed at Melbourne on **28/03/2024**

Ref: S-D-AB19-O

COR/19/8331

Mr Tony Battaglia
C/- Kingston Management Group
PO Box 23082
DOCKLANDS VIC 8012

Dear Tony

**METRO TUNNEL PROJECT – ACQUISITION OF UNDERGROUND LAND
STATE LIBRARY STATION
PROPERTY: 19 - 37 A'BECKETT STREET MELBOURNE**

I am writing to you in your capacity as manager of Owners Corporation 1 Plan No. PS613438P (**Owners Corporation**) for the common property at 19 - 37 A'Beckett Street Melbourne (**Common Property**).

Further to the letter dated 25 February 2019, the State of Victoria (**State**) has now compulsorily acquired land below ground level that was held as Common Property to facilitate construction and operation of the Melbourne Metro Rail Project, known as the Metro Tunnel.

The land acquired from the Common Property is defined as parcel 141 on OP124822 (**Underground Land**). This parcel is coloured blue on the attached copy of the relevant pages of OP124822 for your reference.

As a result of the acquisition, part of the Common Property is now depth limited to the Australian Height Datum (AHD) level of 13.4 metres, which is approximately 5 metres below ground level.

The State has acquired the Underground Land by publishing an order in the Victoria Government Gazette on 2 May 2019 (**Order**) under section 162 of the *Major Transport Projects Facilitation Act 2009* (Vic) (**Act**).

The effect of the Order

The effect of the Order is to compulsorily acquire all interests that existed in the Underground Land before the Order was published, including the interests of the Owners Corporation members. As a result of the publication of the Order, the Underground Land is now owned by the State. The Underground Land will be used for the purposes of the Metro Tunnel, including for the construction and operation of tunnels and other Metro Tunnel infrastructure.

The Order does not affect the remainder of the Common Property or the members' ownership and use of the land at surface level, buildings and air space, or any other land below ground that has not been acquired.

I enclose a copy of the Order for your information.

Possession

In accordance with the requirements of the Act, the State hereby provides notice that it intends to take possession of the Underground Land from 4 July 2019.

Compensation

The members of the Owners Corporation (as the former owners of a proportionate share of the Underground Land held as Common Property) have a right to make a claim for compensation arising from the making of the Order.

The right to claim compensation is set out in section 163 of the Act. The amount of compensation payable, if any, is required to be determined in accordance with the *Land Acquisition and Compensation Act 1986 (LAC Act)*. Any compensation that is payable is required to be paid by the Secretary to the Department of Transport.

For completeness, I note that the Owners Corporation itself does not hold an interest in the Underground Land that is compensable under the LAC Act. However, from a practical perspective, the Owners Corporation is encouraged to coordinate any correspondence which its members may wish to provide in relation to the Order.

Independent legal advice

Should the members of the Owners Corporation undertake to obtain professional advice in relation to the compulsory acquisition, they may seek to recover those costs as part of any future claim for compensation.

The LAC Act makes provision for payment of legal, valuation and other professional expenses "necessarily incurred" by a claimant because of the compulsory acquisition of land.

Taking the requirements of the LAC Act into account, your members should be careful not to incur unreasonable or unjustified professional expenses as they may not be compensable. Your members may wish to confirm that any professional advisor they engage is aware of this limitation so that they are not at risk of paying non-compensable expenses themselves.

Further information

If you or any members of the Owners Corporation have any questions about the Order or this letter, please call 1800 105 105 and request to speak with the State Library precinct team.

I ask that you inform the members of the Owners Corporation of the matters outlined in this letter.

Yours sincerely



Tim Cullinan
Director, Transport Property

3 May 2019

Enclosures:

- Original Plan OP124822 marked up by RPV
- Order of the Governor in Council



NOTE: DATUM: MGA94 ZONE 55 VIDE GPS
HORIZONTAL GROUND DISTANCES SHOWN ON THIS PLAN GRID CALCULATIONS MULTIPLY THE
COMBINED SCALE FACTOR: 0.99999227

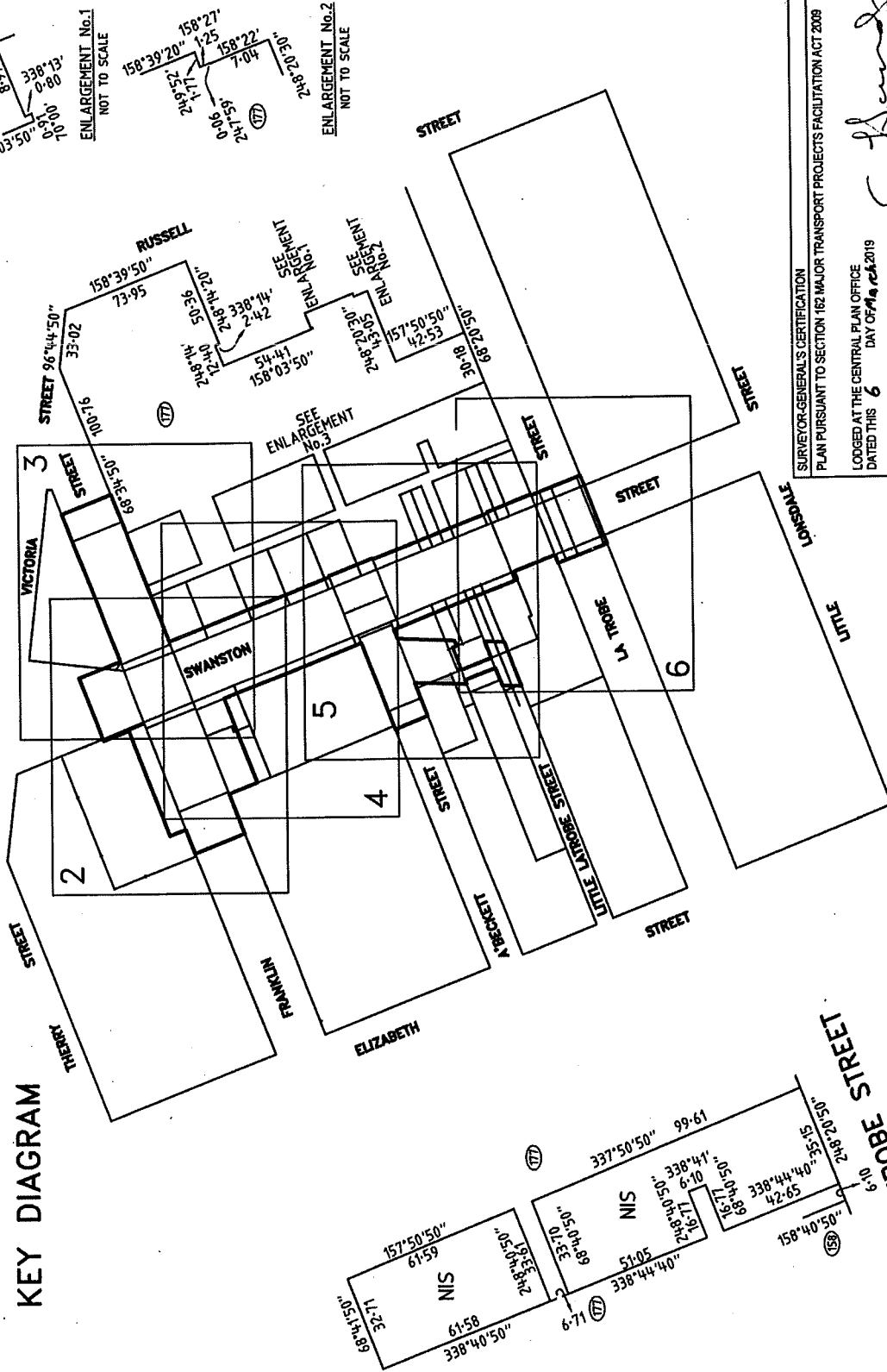
FOR DISTANCE SHOWN BY THE COMBINED SCALE FACTOR

THE DIGITAL FILE OF THIS PLAN IS PRODUCED ON SURVEY ACCURATE MGA94 ZONE 55 COORDINATES

ALL PARCELS SHOWN ARE SUBSURFACE, REFER TO CERTIFICATES OF TITLE FOR ALL TITLE DIMENSION, SECTION AND EASEMENT DETAILS
REFER TO ABSTRACT OF FIELD RECORDS FOR ALL SURFACE TITLES AND OCCUPATION

VERTICAL DATUM: AHD VIDE MELBOURNE METRO RAIL PROJECT DOCUMENTS MMR-AJM-PWAA-RP-JUJ-003865

KEY DIAGRAM



ENLARGEMENT No.3
NOT TO SCALE

SCALE OF METRES



Digitally signed by: Scott Wyllie, Licensed Surveyor, SPEAR Ref: S134340S 05/03/2019, Amended by: Scott Wyllie, Licensed Surveyor 06/03/2019.

SURVEYOR-GENERAL
VICTORIA

DEPARTMENT OF ENVIRONMENT,
LAND, WATER AND PLANNING

MELBOURNE METRO RAIL PROJECT-
DECLARATION OF STRATUM
OF LAND BELOW GROUND LEVEL

PLAN OF SURVEY

COUNTY: BOURKE
PARISH: MELBOURNE NORTH
CITY OF MELBOURNE
CROWN ALLOTMENTS: 2199-2207
SECTION: 37
CROWN ALLOTMENTS: 6(PT), 7(PT), 9(PT)
10, 11, 12(PT) & 13(PT)
SECTION: 38
CROWN ALLOTMENTS: 8-11, 7(PT), 12(PT)
SECTION: 43
CROWN ALLOTMENTS: 6-9
SECTION: 44A
CROWN ALLOTMENTS: 1
SECTION: 44
CROWN ALLOTMENTS: 9-25, 27-33, 36, 37
& 41B(PT)

MGA94 REFERENCE

E 320 706 ZONE: 55

N 583 495

DIRECTORY REFERENCE

MELWAY ED. 43 MAP 2B E12

MUNICIPALITY

MELBOURNE CITY COUNCIL

PROPOSED ACTION UNDER MTPFA

TO DECLARE LAND BELOW GROUND LEVEL

AS PROJECT LAND (UNDERGROUND LAND)

AND TEMPORARILY RESERVED FOR THE

PURPOSES OF THE METRO TUNNEL

PROJECT PURSUANT TO SECTION 162

MAJOR TRANSPORT PROJECTS

FACILITATION ACT 2009

1. SCOTT WYLLIE

of Scott Wyllie Pty Ltd

1. Section 81B of the Survey Act 2004

has been prepared from a survey made

under my direction and supervision in accordance

with the Surveying Act 2004 and completed on that

this plan is accurate and correctly represents the

adopted boundaries and that the survey accuracy

accords with that required by regulation 7 (f) of the

Surveying (Cadastral Surveys) Regulations 2015.

DATE: Digitally Signed

LICENSED SURVEYOR,

SURVEYING ACT 2004

EXAMINED

TH, DT & AD

DRAWN

DK/KN

NOTATIONS

REFER TO SHEETS 9 - 11 FOR

OWNERSHIP SCHEDULE, LOT &

ACQUISITION DETAILS

AS MARKED UP BY RPV

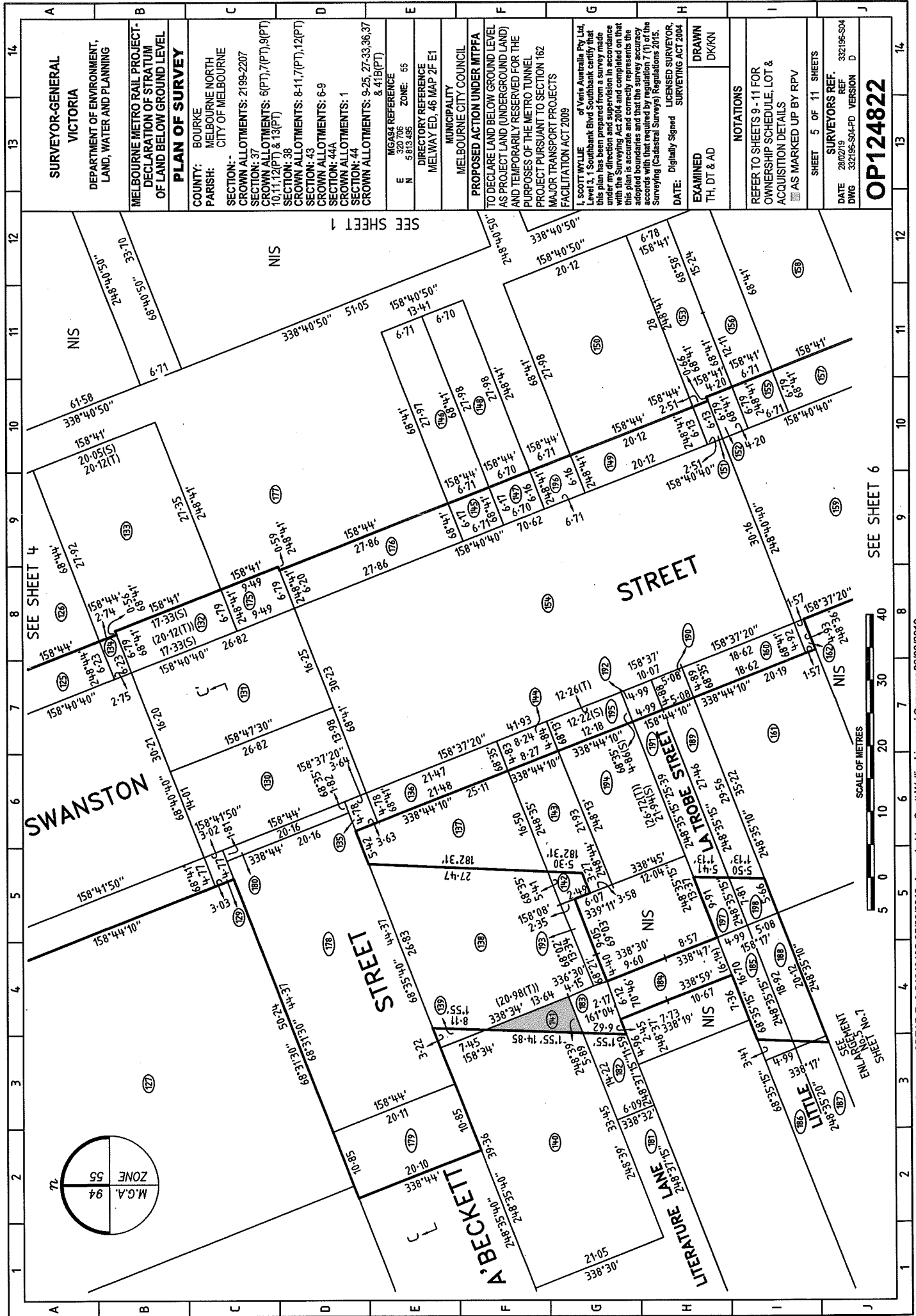
SHEET 1 OF 11 SHEETS

SURVEYORS REF.

DATE 28/02/19 REF 332196-S94

DWG 332196-S04-PD VERSION D

OP124822



1	2	3	4	5	6	7	8	9	10	11	12	13	14
SURVEYOR-GENERAL VICTORIA													
DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING													
MELBOURNE METRO RAIL PROJECT- DECLARATION OF STRATUM OF LAND BELOW GROUND LEVEL													
PLAN OF SURVEY													
COUNTY: BOURKE													
PARISH: MELBOURNE NORTH CITY OF MELBOURNE													
SECTION: -													
CROWN ALLOTMENTS: 2199-2207													
SECTION: 37													
CROWN ALLOTMENTS: 6(P7),7(P7),9(P7) 10,11,12(P7) & 13(P7)													
SECTION: 38													
CROWN ALLOTMENTS: 8-11,7(P7),12(P7)													
SECTION: 43													
CROWN ALLOTMENTS: 6-9													
SECTION: 44A													
CROWN ALLOTMENTS: 1													
CROWN ALLOTMENTS: 9-25, 27-33,36,37 & 41B(P7)													
E N 320 705 5813 495 ZONE: 55													
MGA94 REFERENCE													
DIRECTORY REFERENCE													
MELWAY ED. 46 MAP 2F E1													
MUNICIPALITY MELBOURNE CITY COUNCIL													
PROPOSED ACTION UNDER MTFPA													
TO DECLARE LAND BELOW GROUND LEVEL AS PROJECT LAND (UNDERGROUND LAND) AND TEMPORARILY RESERVED FOR THE PURPOSES OF THE METRO TUNNEL PROJECT PURSUANT TO SECTION 162 MAJOR TRANSPORT PROJECTS FACILITATION ACT 2009													
I, SCOTT WYLLIE of Veris Australia Pty Ltd, Level 3, 1 Southbank Blvd Southbank certify that this plan has been prepared from a survey made under my direction and supervision in accordance with the Surveying Act 2002 and that the plan correctly represents the adopted boundaries and that the survey accuracy accords with that required by regulation 7 (1) of the Surveying (Cadastral Surveys) Regulations 2015.													
DATE: Digitally signed LICENSED SURVEYOR, SURVEYING ACT 2004													
EXAMINED TH, DT & AD													
DRAWN DK/KN													
NOTATIONS													
AS MARKED UP BY RPV													
SHEET 9 OF 11 SHEETS													
SURVEYORS REF. 332196-S04													
DATE 28/02/19													
DWG 332196-S04-PD VERSION D													
OP124822													

1	2	3	4	5	6	7	8	9	10	11	12	13	14
PARCEL No.	OWNERSHIP / LAND STATUS					LOT / PLAN REFERENCE	AREA	EXISTING DEPTH LIMITATION BELOW SURFACE	UPPER LIMIT OF ACQUISITION AREA (ADD)	PROPOSED ACTION UNDER MTFPA MELBOURNE METRO RAIL PROJECT			
100	OWNERS CORPORATION 1 PLAN No.P5512424P					C/T 10953/378	3423m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
101						CM\1\PS512424P	611m ²	-----	13m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
102						C/T 11788/742	899m ²	-----	2-45m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
103						C/T 12048/186	17-9m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
104	MELBOURNE CITY COUNCIL					1\PS826424N	2736m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
105						SP12200\PP5514C#	758m ²	-----	13m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
106						SP12200\PP5514C#	1522m ²	-----	18-35m-20-58m*	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
107						C/T 11788/943	113m ²	-----	13m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
108	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 11788/890	928m ²	-----	13m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
109						SP12201\PP5514C	131m ²	-----	13m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
110						C/T 11788/879	2253m ²	-----	21-88m-26m*	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
111						SP12202\PP5514C	496m ²	-----	2-5m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
112	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 8587/068	135m ² (S)	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
113						9-1\TP847922P	595m ² (S)	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
114						C/T 08824/138	119m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
115						2\TP834772E	279m ²	-----	13m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
116	MELBOURNE CITY COUNCIL					C/T 08143/545	156m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
117						1\TP079030K	248m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
118						C/T 11788/878	588m ²	-----	13m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
119						SP12203\PP5514C	2954m ²	-----	2-45m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
120	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 5370/830	169m ² (S)	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
121						12-15\TP786303G	7148m ² (S)	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
122						C/T 08353/778	635m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
123						1/LP55510	143m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
124	MELBOURNE CITY COUNCIL					C/T 08353/779	150m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
125						2\LP55510	674m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
126						C/T 11276/345	3812m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
127						1\PC371364B	3444m ²	-----	11-05m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
128	MELBOURNE CITY COUNCIL					C/T 11788/878	14-4m ²	-----	11-05m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
129						SP12203\PP5514C	375m ²	-----	7-49m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
130						18m ² (S)	435m ²	-----	7-49m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
131						550m ² (S)	17-4m ² (S)	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
132	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 06943/598	17m ² (S)	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
133						23-25\TP760619X	17-4m ² (S)	-----	11-05m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
134						17-4m ² (S)	103m ² (S)	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
135						275m ² (S)	603m ² (S)	-----	13-4m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
136	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 09364/533	12m ² (S)	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
137						790m ²	40m ²	-----	13-4m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
138						CM\PS613438P	21m ²	-----	13-4m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
139						CM\SP34971	162m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
140	OWNERS CORPORATION 1 PLAN No.SP34971T					C/T 12039/645	39-9m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
141						CM\SP34971	41-4m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
142						C/T 03687/315	36\TP761201F	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
143						37\TP873908K	188m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
144	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 03687/314	41-3m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
145						187m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND				
146						CM\PS613438P	40m ²	-----	13-4m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
147						CM\SP34971	162m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
148	OWNERS CORPORATION 1 PLAN No.SP34971T					C/T 12039/645	39-9m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
149						CM\SP34971	41-4m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
150						C/T 03687/315	36\TP761201F	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
151						37\TP873908K	188m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
152	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 03687/314	41-3m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
153						187m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND				
154						CM\PS613438P	40m ²	-----	13-4m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
155						CM\SP34971	162m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
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161						187m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND				
162						CM\PS613438P	40m ²	-----	13-4m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
163						CM\SP34971	162m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
164	OWNERS CORPORATION 1 PLAN No.SP34971T					C/T 12039/645	39-9m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
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166						C/T 03687/315	36\TP761201F	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
167						37\TP873908K	188m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
168	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 03687/314	41-3m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
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172	OWNERS CORPORATION 1 PLAN No.SP34971T					C/T 12039/645	39-9m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
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176	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 03687/314	41-3m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
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182						C/T 03687/315	36\TP761201F	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
183						37\TP873908K	188m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
184	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 03687/314	41-3m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
185						187m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND				
186						CM\PS613438P	40m ²	-----	13-4m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
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189						CM\SP34971	41-4m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
190						C/T 03687/315	36\TP761201F	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
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192	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 03687/314	41-3m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
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201						187m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND				
202						CM\PS613438P	40m ²	-----	13-4m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
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216	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 03687/314	41-3m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
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224	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 03687/314	41-3m ²	-----	-----	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
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229						CM\SP34971	41-4m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
230						C/T 03687/315	36\TP761201F	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
231						37\TP873908K	188m ²	-----	155m	UNDERGROUND LAND IN STRATUM TO BE DECLARED PROJECT LAND			
232	ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY					C/T 03687/314	41-3m						



Victoria Government Gazette

No. S 163 Thursday 2 May 2019
By Authority of Victorian Government Printer

Major Transport Projects Facilitation Act 2009

DECLARATION THAT A STRATUM OF LAND BELOW GROUND LEVEL IS PROJECT LAND

Order in Council

The Governor in Council under section 162 of the **Major Transport Projects Facilitation Act 2009** ('the Act') on the recommendation of the Minister for Transport Infrastructure (being the Project Minister for the Melbourne Metro Rail Project, an approved project under the Act) declares the stratum of land below ground level in the Parish of Melbourne North, City of Melbourne identified in the table below on the plan signed by the Surveyor-General and lodged at the Central Plan Office) is project land for the Melbourne Metro Rail Project.

OP124822 Parcels
101, 102, 103, 104, 106, 107, 108, 109, 110, 111, 112, 113, 115, 116, 119, 120, 121, 124, 125, 128, 129, 130, 131, 132, 134, 135, 136, 138, 141, 142, 144, 145, 147, 149, 151, 152, 154, 155, 157, 159, 160, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176 (1.55m AHD and below), 178, 179, 180, 183, 184, 185, 188, 190, 192, 193, 195, 196 (1.55m AHD and below), 197, 198, 201, 202, 203

This Order comes into effect on the date it is published in the Government Gazette.

Dated 30 April 2019

Responsible Minister:

JACINTA ALLAN

Minister for Transport Infrastructure

PIETA TAVROU
Clerk of the Executive Council

SPECIAL

bluestar*PRINT

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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: 11 October 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:	OC 613438P - A'Beckett Tower	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	93209375	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 25 September 2024, Local Standard Time
	To:	4.00pm on 25 September 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	31 A'Beckett Street, Melbourne VIC 3000	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 78,473,050
	Common Contents	AUD 677,491
	Catastrophe	AUD 15,830,108
	Lot Owners' Floating Floors	Not Insured
	Flood	Not Insured
	Storm Surge	Not Insured
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 11,770,958	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 106,751,607	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 20,000,000 in respect of any one Occurrence
	Property Damage	AUD 20,000,000 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 10 October 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:

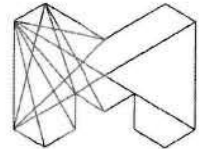


Candace Higgins
Property Underwriter

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

CANCELLATION OF BUILDING ORDER

Part 8 of the Building Act 1993



CITY OF MELBOURNE

2 October 2020

Owners Corporation PS613438P
C/- Kingston Management Group
PO Box 23082
DOCKLANDS VIC 8012

GPO Box 1603

Melbourne VIC 3001

Phone (03) 9658 9658

www.melbourne.vic.gov.au

DX210487

ABN 55 370 219 287

Dear Sir/Madam

BUILDING ORDER – 134576

A'BECKETT TOWER, 31 A'BECKETT STREET MELBOURNE VIC 3000

I am pleased to advise that Building Order – 134576 on the above mentioned property issued on 9 April 2019 has been cancelled.

I wish to draw your attention to your ongoing responsibility to ensure the buildings fire services (Essential Safety Measures) are maintained at all times.

Yours faithfully

Craig Kingston
Building Surveyor

**If you have any queries in relation to this document, please contact
Craig Kingston on the contact details below:
Phone: 03 9658 9658
Email: cladding@melbourne.vic.gov.au**

CoM Reference: 134576

12th June 2025

Dear Owners,

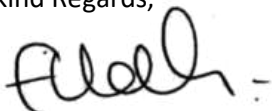
RE: ABECKETT TOWER – 31 A'BECKETT STREET, MELBOURNE – CLADDING WORKS

We write on behalf of the Owners Corporation, we confirm that cladding remediation works for the building at [31 A'Beckett Street, Melbourne VIC 3000](#) have been fully completed and resolved. Please find the key details below:

- **Scope of Works:** Remediation works were undertaken to remove and replace all combustible cladding materials on the external façade of the building as required by Victorian building safety standards.
- **Completion Date:** All cladding works were completed in **October 2021**.
- **Final Inspection:** A final inspection was undertaken by the Municipal Building Surveyor (MBS) and a **Certificate of Final Inspection** was issued confirming full compliance with building regulations.
- **Notices and Orders:** There are **no outstanding building notices, orders, or enforcement actions** relating to combustible cladding on this property.
- **Future Compliance:** As all required rectification works have been completed and signed off, there are **no future cladding-related issues or compliance risks** anticipated for the building.
- **Cladding Safety Victoria:** This property is **not listed** under the Cladding Safety Victoria (CSV) program and is **not included on any flammable cladding registers**.

Please contact our office should you have any further queries. Thank you.

Kind Regards,



Lina Cala

Assistant Owners Corporation Manager for and on behalf of PS 613438P

Owners Corporations Rules

A'Beckett Tower – PS613438P

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About this publication

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1 Interpretations and definitions

1.1 Interpretations

Unless the context otherwise requires:

- a) Headings are for convenience of reference only and do not affect interpretation;
- b) Words importing the singular include the plural and vice versa;
- c) A reference to a person includes any company, partnership, joint venture or other entity;
- d) A reference to a thing includes part of that thing;
- e) A reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- f) A reference to a Laws includes all Laws replacing them and a reference to a statute includes all regulations, proclamations, ordinances and Rules issued under that statute;
- g) These Rules operate in addition to any obligation or responsibility imposed on you under any statute or common Laws or inequity.

1.2 Definitions

- a) **“Act”** means the Owners Corporations Act 2006;
- b) **“Air Conditioning Unit”** means the air conditioning unit or units, as the case may be, that exclusively services an individual Lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps, fans and any other associated components located in and forming part of the Common Property;
- c) **“Building”** includes a structure and part of a building or a structure, walls, out buildings, service installations and other appurtenances of a building;
- d) **“Building Works”** are any works, alterations, additions, removal, repairs, or replacement of:
 - i. Common Property structures, including Common Property walls, floors and ceiling enclosing our Lot, car space, and or storage cage/space;
 - ii. Common Property services and services to the Building;
 - iii. The internal walls inside your Lot,
 - iv. The structure of your Lot;
 - v. Services provided to your Lot;

Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a Lot.

- e) **“Building Works Agreement”** means an agreement entered into between you and the Owners Corporation which outlines the conditions to apply with respect to Building Works;
- f) **“Commercial Lot”** means a Lot that is allocated on the Plan of Subdivision for commercial purposes and / or which is used for commercial purposes;
- g) **“Committee”** means a Committee of the Owners Corporation appointed in accordance with the Act and where the context so allows a Sub-Committee;
- h) **“Common Property”** means the Common Property referred to on the Plan of Subdivision;
- i) **“Development”** means the development of the land situated at xxxxxxxx
- j) **“Grievance Committee”** means any grievance sub-committee appointed by the Owners Corporation Committee;
- k) **“Land”** includes buildings and airspace; being the whole of the land described in the plan of subdivision;
- l) **“Land affected by the Owners Corporation”** means the Lots of which the owners for the time being are the members of the Owners Corporation, together with the Common Property for which the Owners Corporation is responsible;
- m) **“Law”** means the provisions of any statute, Rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;
- n) **“Lot”** means a part of the Land (except a road, a reserve or Common Property) shown on the plan which can be disposed of separately and includes a Lot or accessory Lot on the registered plan of subdivision and a Lot or accessory Lot on a registered cluster plan;
- o) **“Lot owner”** means the registered proprietor of a Lot;
- p) **“Manager”** means the person for the time being appointed by the Owners Corporation as its manager;
- q) **“Member”** means owner of a Lot affected by the Owners Corporation;
- r) **“Occupier”** means any tenant, licensee or other person or persons occupying the Lot;
- s) **“Owners Corporation”** means an Owners Corporation that is incorporated by registration of plan of subdivision or a plan of strata or cluster subdivision;
- t) **“Plan”** or **“Plan of Subdivision”** means the plan of subdivision for the development, being PS613438P
- u) **“Regulations”** means the Owners Corporations Regulations 2007;
- v) **“Residents”** means a Lot owner and Occupier.
- w) **“Residential Lot”** means a Lot that is allocated on the Plan of Subdivision for residential purposes and / or which is used for residential purposes;

- x) **“Retail Lot”** means a Lot that is allocated on the Plan of Subdivision for retail purposes and / or which is used for retail purposes;
- y) **“Rules”** means the standard Rules, any additional Rules and model Rules of the Owners Corporation;
- z) **“Security Key”** means a key, magnetic card or other devise used to open and close doors, gates or locks in respect of a Lot or the Common Property;
- aa) **“Vehicle”** means a motor vehicle, including but not limited to a motorcycle, truck, trailer or bus;
- bb) **“You”** means an owner or Occupier of a Lot.

2 Rules and Laws

2.1 Rules

2.1.1 These Rules exist for the purpose of controlling, managing and administering the use and enjoyment of Common Property.

2.1.2 These Rules are binding on:

- i. Lot owners;
- ii. Lot Occupiers;
- iii. The Owners Corporation;
- iv. Lessees and / or sub-lessees of Lots.

2.1.3 These Rules may be amended from time to time by the owners corporation by the passing of a special resolution.

2.2 Laws

2.2.1 You must, at your own cost and in a timely manner, comply with all Rules and Laws relating to:

- i. Your Lot;
- ii. The use of your Lot;
- iii. The use of Common Property and services to the Building.

2.2.2 The Laws referred to in Rules 2.2.1 include but are not limited to, planning Laws, developer, building or other approvals, consent requirements notices and or offers of statutory or governmental authorities.

2.3 Responsibility of others

2.3.1 You must ensure that all:

- i. Your invitees;

- ii. Occupiers of your Lot;
- iii. Invitees of Occupiers of your Lot.

comply with these Rules and all Laws relating to your Lot.

2.3.2 You are responsible for any breaches or failures to comply with these Rules or any Laws relating to your Lot by all:

- i. Your invitees;
- ii. Occupiers of your Lot;
- iii. Invitees of Occupiers of your Lot.

3 Your behaviour

3.1 General Behaviour

3.1.1 You must not obstruct the lawful use and enjoyment of Common Property by any person.

3.1.2 You must not engage in any illegal activity on Common Property or permit a Lot affected by the Owners Corporation to be used for a purpose which may be illegal or injurious to the reputation of the development and / or the Building.

3.1.3 You must not engage in any activity which may cause any disturbance, a nuisance or hazard to a Lot owner, Occupier or their family or visitors.

3.1.4 You must not use language or behaviour in a manner likely to cause offence or embarrassment to any person lawfully using Common Property.

3.1.5 You must not:

- i. Consume alcohol;
- ii. Take glassware;
- iii. Dispose of rubbish except where permitted by the Owners Corporation;
- iv. Smoke
- v. Use or permit to be used skateboards, scooters, roller skates or roller blades;

on Common Property.

3.1.6 You must, when on Common Property or if on any part of a Lot so as to be visible from another Lot or from Common Property, be suitably clothed so as to not cause an offence to a reasonable person.

3.2 Noise and nuisance control

3.2.1 You must not:

- i. Create or permit any noise or behaviour, in or about the Common Property or any Lot affected by the Owners Corporation, that is likely to interfere with the quiet enjoyment and amenity of any:
 - a. person lawfully using the Common Property; or
 - b. any Lot owner, Occupier or their family and visitors;
- ii. Use any machinery, including but not limited to a hammer, drill or jack hammer, in a Lot between the hours of 2.00pm and 10.00am on weekdays and on weekends;
- iii. Make or permit to be made noise from music or other source which may be heard outside the Lot between the hours of midnight and 8.00am;
- iv. You must not install or operate any intruder alarm which emits an audible signal or any external speakers or audio amplifiers on balcony or adjoining areas.

4 Use of Common Property

4.1 Your use of Common Property

4.1.1 You must not use Common Property or permit it to be used in a manner which:

- i. Obstructs or interferes with the lawful use of the Common Property by any person entitled to use the Common Property;
- ii. Is in breach of these Rules.

4.1.2 You must not without the prior written consent of the Owners Corporation, interfere with the operation of any equipment installed on the Common Property or pertaining to the use of Common Property or any Lot.

4.1.3 You must not without the prior written consent of the Owners Corporation, remove any article from Common Property placed there by direction or authority of the Owners Corporation.

4.1.4 You must use all reasonable endeavours to ensure that those articles that have been placed on Common Property at the direction or authority of the Owners Corporation are used only for their intended purpose and are not damaged.

4.1.5 You must not, without the prior written consent of the Owners Corporation, enter into or permit anyone to enter into:

- i. Any plant room;
- ii. Machine housing or waste disposal room;
- iii. Electricity switch room;
- iv. Machine room.

in or on Common Property

4.1.6 You must not, without the prior written consent of the Owners Corporation, adjust or cause adjustment to:

- i. The thermostat;
- ii. Board control;
- iii. Communication system;
- iv. Electricity;
- v. Gas or heating;
- vi. Cooling controls.

In or on Common Property

4.2 Vehicles on Common Property

4.2.1 You must not park or leave a Vehicle or permit a Vehicle to be parked or left:

- i. On Common Property;
- ii. On a Lot not legally owned or occupied by you;
- iii. In a manner which obstructs and / or interferes with access, including but not limited to driveways, pathways, entrances or exits, to a Lot and / or Common Property;
- iv. In a manner which obstructs any access aisles in the carpark;
- v. In an area allocated by the Owners Corporation for visitor parking.

without the prior written consent of the person who legally owns or controls the Land in which the Vehicle is sought to be parked or left.

4.2.2 The Owners Corporation reserves the right to remove Vehicles in breach of Rule 4.2.1 and arrange tow away of the Vehicle at your expense and such expense being recoverable as a debt to the Owners Corporation.

4.2.3 You must not permit oil leakages from any Vehicle onto:

- i. Common Property;
- ii. Land affected by the Owners Corporation.

4.2.4 You must reimburse on demand, the Owners Corporation for the cost of cleaning and removing any oil stain caused by your Vehicle in contravention of this Rule.

4.2.5 You must not reverse or drive in a manner which is careless, reckless and/or dangerous at any time in or on Common Property, including when entering or exiting the development or Building.

4.3 Pets and animals use of Common Property

4.3.1 You must ensure that any pet and / or animal in your control and / or possession:

- i. Does not urinate or defecate on Common Property or Land affected by the Owners Corporation;
- ii. Does not obstruct or interfere with a person's lawful use and enjoyment of Common Property;
- iii. Your pet at all times must be restrained and / or on a leash whilst on Common Property.

4.3.2 The Owners Corporation may resolve to have a pet or animal which is:

- i. A danger to persons and / or property; or
- ii. Which is causing a nuisance

removed from the Building and the development.

4.3.3 The Owners Corporation is to provide notice of the resolution to remove a pet or animal, to the person who is in control and / or possession of the pet or animal which is the subject of the resolution.

4.3.4 Upon receipt of notice of the resolution to remove a pet or animal, you must remove the pet or animal which is in your control and / or possession and which is the subject of a resolution.

4.3.5 A resolution to remove a pet or animal does not apply to a pet or animal that assists a person with an impairment or disability.

5 Restricted use of Common Property

5.1 For security and safety reasons

5.1.1 The Owners Corporation may take measures to protect and secure Common Property and Lots affected by Common Property against fire and other hazards and without limitation may:

- i. Close off or restrict access to Common Property not required for access to a Lot on either a permanent or temporary basis;
- ii. Permit, to the exclusion of others, any designated part of Common Property to be used by the resident manager, Manager or any security personnel to operate or monitor security and general safety of the Common Property or Lots;
- iii. Install and operate on Common Property audio visual security cameras and other audio visual surveillance equipment for the security of Common Property and /or Lots;
- iv. Restrict by means of key or other security device, your access to levels of Lots where you do not own or occupy a Lot or have exclusive access to common property the title of which belongs to an Owners Corporation of which you are a Member of.

5.1.2 You must:

- i. Abide by any action taken by the Owners Corporation pursuant to Rules 5.1.1;
- ii. Take reasonable care to make sure that fire and security doors are locked and closed when they are not being used.

5.1.3 You must not:

- i. Do anything which may prejudice the security and safety of Common Property;
- ii. Interfere with security cameras or surveillance equipment.

5.2 Security Keys

5.2.1 If the Owners Corporation restricts access to Common Property, it may determine the number of Security Keys and security devices as it determines necessary for your Lot free of charge.

5.2.2 The Owners Corporation may charge a fee for any number of Security Keys or security devices issued in excess of the number allocated by it for your Lot.

5.2.3 The Security Keys belong to the Owners Corporation.

5.2.4 You must:

- i. Take all reasonable steps not to lose the Security Keys and / or security devices;
- ii. Return the Security Keys and / or devices to the Owners Corporation if you no longer need them or if you no longer own or occupy a Lot;
- iii. Notify the Owners Corporation immediately if you lose a Security Key or security device;
- iv. Include a requirement in any lease document with respect to your Lot, the express requirement to return all Security Keys and security devices to you at the termination of the lease.

5.2.5 You must not, without the prior written consent of the Owners Corporation:

- i. Copy Security Keys; or
- ii. Permit the Security Keys to be copied;
- iii. Give the Security Keys to someone who is not a Lot owner or Occupier.

6 Damage to Common Property

6.1 Subject to the Rules, you must not:

- i. Damage or deface;
- ii. Mark or paint;
- iii. Drive nails or screws into; or

- iv. Do anything of a like nature to;

any Common Property or structure that forms part of Common Property or personal property vested in the Owners Corporation without the written consent of the Owners Corporation.

6.2 Any consent given by the Owners Corporation to:

- i. Damage or deface;
- ii. Mark or paint;
- iii. Drive nails or screw into; or
- iv. Do anything of a like nature to

Common Property does not permit you to make any additions to the Common Property.

6.3 You must:

- i. Notify the Owners Corporation of any damage or defect in the Common Property; and
- ii. Compensate the Owners Corporation for any damage caused by you or persons in your control to any Common Property or personal property vested in the Owners Corporation.

6.4 Subject to these Rules, you are not prevented from installing:

- i. Any locking or safety device for protection of your Lot against intruders or to improve safety within your Lot;
- ii. Any screen or other device to prevent entry of animals or insects on the Lot;
- iii. Interior blinds subject to such meeting specifications approved by the Owners Corporations;
- iv. Any structure or device to prevent harm to children;

6.5 Any installation permitted by these Rules must:

- i. Be soundly built and meet acoustic standards as approved by the Owners Corporation;
- ii. Have been installed in a proper manner so as not to diminish or interfere with the integrity of the Building;
- iii. Have an appearance, after installation, which is consistent with the colour, style and materials of the Building;
- iv. Comply with the Manager's stipulations from time to time;
- v. Do not affect the Owners Corporation's insurance policy.

6.6 Subject to these rules, you must:

- i. Maintain and keep in a state of good and serviceable repair, any installation referred to in Rules 6.4 that forms part of the Common Property and that services the Lot; and
- ii. Repair any damage caused to any part of the Common Property by the installation or removal of the installation that forms part of the Common Property and that services the Lot.

7 Your Lot

7.1 Access to Lot

7.1.1 You must permit the Owners Corporation or any person authorised by the Owners Corporation, entry to your Lot upon receiving written notification from the Owners Corporation of their intention to do so.

7.1.2 The Owners Corporation must ensure that all written notification of their intention to enter a Lot is in accordance with applicable Laws.

7.1.3 Subject to these Rules, the Owners Corporation can request entry to your Lot for the purpose of inspecting and / or attending to the repair, maintenance or replacement of:

- i. The Lot;
- ii. Common Property;
- iii. Services.

7.1.4 The Owners Corporation and / or its authorised personnel are to use their best efforts to cause as little inconvenience to you and / or your invitees as is reasonable in the circumstances.

7.2 Change of use of Lot

7.2.1 You must provide the Owners Corporation with written notification of your intention to change the use of your Lot in a way that may affect the insurance cover or premium of the Owners Corporation.

7.2.2 Subject to these Rules, you must notify the Owners Corporation of the following change of use of Lots:

- i. Uses that result in hazardous activity;
- ii. Uses for commercial or industrial purposes;
- iii. Uses for retail purposes.

7.3 Use of Lot

7.3.1 Health, safety and security

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

7.3.2 Retail and Commercial use of Lot

You are not to use a residential lot or Common Property for the purposes of conducting any trade, profession or business nor permit any other person to do so, unless:

- i. You or the person conducting the trade, profession or business is a full time resident of the Lot and only operates a home office with a maximum of one (1) employee; and
- ii. the relevant planning scheme does not prohibit the relevant trade, profession or business or you have obtained all necessary permits from the relevant authorities to enable the relevant trade, profession or business to be carried on your Lot.

7.4 Building Works to your Lot

7.4.1 You must obtain the Owners Corporation's prior written consent to any Building Works to be undertaken within or about or related to your Lot.

7.4.2 You must attend to the payment of all the Owners Corporation's costs associated with your request for their consent to the Building Works.

7.4.3 In considering your request for consent to the Building Works, you must provide the Owners Corporation with:

- i. Copies of all plans and specifications relating to the Building Works;
- ii. Copies of all required permits, approvals and / or consents under all relevant Laws including but not limited to, council by-Laws and regulations for the Building Works.
- iii. Any further particulars relating to the Building Works as requested by the Owners Corporation from time to time.
- iv. Evidence or proof that any installation will not affect the external appearance of the Building.

7.4.4 You must not proceed or permit any contractor or other third party to proceed with any Building Works until you have:

- i. Received written consent to the Building Works from the Owners Corporation;
- ii. Entered into a "Building Works Agreement" with the Owners Corporation with respect to the Building Works;
- iii. Paid the Owners Corporation the nominated bond as determined by the Owners Corporation Committee;
- iv. Caused to be effected and maintained during the period of the Building Works, Work Cover insurance and public liability insurance to the satisfaction of the Owners Corporation ;

- v. Delivered a copy of the insurance policies and certificates of currency with respect to the insurance policies referred to in Rules 7.4.4 iv to the Owners Corporation;
- vi. Implemented appropriate measures to minimise the occurrence of any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot owners or Occupiers.

7.4.5 The Building Works Agreement is to include directions of the Owners Corporation with respect to:

- i. Building operations;
- ii. Means of access to the Building and the Lot the subject of the Building Works;
- iii. Use of Common Property;
- iv. On-site management and Building protection;
- v. Hours of work;
- vi. The supervision of your contractors, servants or agents.

7.4.6 The following restrictions apply to all Building Works:

- i. Building materials must not be stacked or stored in the front side or rear of the Building;
- ii. Scaffolding must not be erected on the Common Property or the exterior of the Building;
- iii. Construction work must comply with all Laws of the relevant statutory and governmental authorities;
- iv. The exterior and the Common Property of the Building must at all times be maintained in a clean, tidy and safe state;
- v. Construction Vehicles and construction workers' Vehicles must not be brought onto, or parked in or on the Common Property.

7.4.7 When carrying out Building Works you must:

- i. Use qualified, reputable and where appropriate, licenced contractors which have been approved by the Owners Corporation;
- ii. Carry out Building Works in a proper manner and to the satisfaction of the Owners Corporation;
- iii. Carry out Building Works in accordance with the Building Works agreement;
- iv. Repair any damage you or any person carrying out Building Works on your behalf may cause to the property or property of another Lot owner or occupier or to other parts of the Building;

- v. Ensure that your contractors, servants or agents adhere to these Rules and in particular, to the terms and conditions of the Building Works agreement;
- vi. Ensure that all contractors and / or tradesmen only use the area designated by the Owners Corporation for their entry and exit to the Building.

7.4.8 You must indemnify the Owners Corporation for any costs and / or liabilities incurred by the Owners Corporation in making good any damage to Common Property or property of another owner or Occupier or to any part of the Building caused as a result of the Building Works.

7.5 Cleaning and repairing of Lot

7.5.1 You must keep:

- i. Your Lot;
 - ii. Your car parking space;
 - iii. All internal and external gardens and balconies which form part of your Lot
- clean and tidy and in good repair and condition.

7.5.2 You must clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including glass that is Common Property, unless:

- i. The Owners Corporation resolves to keep the glass or part of the glass clean;
- ii. That glass or part of the glass cannot be accessed by you safely or at all as determined at the sole discretion of the Owners Corporation.

7.5.3 You must ensure that you take reasonable care and at all times minimise the level of disturbance to other Lot owners or Occupiers when cleaning:

- i. The interior and exterior of your Lot;
- ii. All internal and external gardens and balconies which form part of your Lot.

7.6 Appearance of your Lot

7.6.1 You must not, without prior consent of the Owners Corporation:

- i. Keep anything in your Lot or the boundary of your Lot that is visible from outside the Lot and which is not in conformity with the general appearance and keeping of the Building;
- ii. Attach or hang from the exterior of your Lot any aerial, speaker, acoustic device, TV Screen or any security device or wires;
- iii. Install bars, screens or grills or other safety devices to the exterior of any windows or doors of a Lot;

- iv. Construct or erect any shed, storage cage, enclosure or structure of any nature or description on a balcony, car park space or terrace garden area forming part of your Lot.

7.6.2 You must not, other than as permitted by the Owners Corporation, install or allow the installation of any:

- i. Awnings;
- ii. Curtains, blinds or other window furnishings

where such installations have the effect of changing the façade or external appearance of the Building.

7.6.3 You must not install any:

- i. External wireless television aerials, sky dish receivers, satellite dishes or receiver, speaker or any other apparatus than can be viewed from the exterior of the Building;
- ii. Any pipes, wiring, cables or the like to the external face of the Building;
- iii. Any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation.

7.6.4 You must not:

- i. Allow any glazed portions of your Lot or the Common Property that surrounds the Lot, to be tinted or otherwise treated with the affect that the visual characteristics of the glazing will change;
- ii. Hang or permit to be hung any items including but not limited to; clothes, laundry and bedding on any part of the exterior of your Lot so as to be visible from outside your Lot or on any part of Common Property;
- iii. Paint, finish or otherwise alter the external façade of the Building or improvement forming part of your Lot or Common Property.

7.7 Appearance of your balcony

7.7.1 You must not:

- i. Hang any items including but not limited to clothes, laundry and bedding;
- ii. Bolt down any items;

on the balcony of your Lot or in an area that is visible from outside your Lot.

7.7.2 You may keep items such as, but not limited to occasional furniture, outdoor recreational equipment, planter boxes, pot plants and landscaping on the balcony of your Lot provided they:

- i. Have an appearance which is consistent with the colour, style and materials of the Building;
- ii. Are of a type approved by the Owners Corporation;
- iii. Will not cause damage to the Lot and / or Common Property;
- iv. Are not dangerous.

7.7.3 You must remove at your cost, any items from the balcony of your Lot at the request of the Owners Corporation or any of its authorised personnel so as to enable them to attend to the repair and / or maintenance of:

- i. Common Property; or
- ii. Your Lot.

7.8 Your car parking space

7.8.1 You must not:

- i. Use your car parking space or any car parking space for any purpose other than the parking of registered roadworthy Vehicles;
- ii. Store any items except a Vehicle in your car space.

7.8.2 You must not, without prior written consent of the Owners Corporation:

- i. Enclose your car parking space;
- ii. Install a storage cage on your car parking space.

7.8.3 You must ensure that your car parking space is free from oil marks and is maintained in a clean and tidy condition.

7.8.4 You must remove any vehicle from your car space that becomes derelict, non-operational for any extended period, a hazard or may be dangerous to residents or the Building.

7.8.5 Any operator of any retail car park must ensure that the car park area, car parking spaces and any Common Property forming part of the retail car park area are maintained in a clean and tidy state and that any oil marks in the retail car park area are cleaned and removed on a weekly basis.

8 Waste disposal

8.1 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 the lots. You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such that are specifically provided for that purpose.

8.2 You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the depositing of garbage, but otherwise you must comply with the following directions:

- i. Glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
- ii. Recyclable items being without limitation, paper, cardboard and plastic, must be stored in the area designated by the Owners Corporation;
- iii. All other garbage must be drained and securely wrapped in small parcels and deposited in the garbage chute situated on the Common Property;
- iv. All cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

9 Support and provision of services

9.1 Metering of services

9.1.1 You must not interfere with or modify any Building service, including but not limited to air conditioning, heating or ventilation systems or associated ducts or pipes, servicing your Lot, all Land affected by the Owners Corporation, the Building or Common Property without the prior written consent of the Owners Corporation;

9.1.2 Where your Lot is not separately metered in relation to service, including but not limited to gas, electricity and / or water, you shall pay a portion of such service and supply charges relating to the service on a proportional rate derived by dividing your unit liability with respect to your Lot by the total unit liability of all Lots serviced jointly and by no other reference.

9.2 Provision of services

9.2.1 You must not interfere with or modify any Building service, including but not limited to air conditioning, heating or ventilation systems or associated ducts or pipes, servicing your Lot, all Land affected by the Owners Corporation, the Building or Common Property without the prior written consent of the Owners Corporation.

9.3 Support of services

9.3.1 You must not do anything or permit anything to be done to your Lot or Common Property, without the written consent of the Owners Corporation, so that:

- i. Any support or shelter provided by your Lot or the Common Property for any other Lot or the Common Property is interfered with;
- ii. The structural and functional integrity of any part of the Common Property is impaired;
- iii. The passage or provision of services through your Lot or the Common Property is interfered with.

10 Storage

10.1 Storage and placement of bicycles and personal items

10.1.1 You must not permit any bicycle to be:

- i. Stored other than in areas on Common Property designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks;
- ii. Brought into a Lot or onto Common Property other than for the purpose of storing it in the areas allocated by the Owners Corporation.

10.1.2 You must not permit any personal items to be:

- i. Placed, located or positioned either on a permanent or a temporary basis; and
- ii. Stored for any length of time

On Common Property without the prior written consent of the Owners Corporation

10.2 Storage of flammable liquids

10.2.1 You must not, except with the prior written consent of the Owners Corporation, use or store on the Lot or on any part of Common Property, any inflammable chemicals, liquid or gas or other inflammable material.

10.2.2 You may use or store on your Lot or any part of Common Property any chemicals, liquids, gases or other material used or intended to be used:

- i. For domestic purposes;
- ii. In the fuel tank of a Vehicle or internal combustion engine.

10.2.3 Subject to these Rules, if you are permitted to keep flammable liquids on your Lot you must do so in accordance with the guidelines of government authorities and with the consent of the Resident Manager.

11 Signs

11.1 You must not:

- i. Erect or fix any sign or notices to the exterior of your Lot or on any part of Common Property where it can be viewed from an exterior position;
- ii. Erect any "for sale" or "for lease" boards on the exterior of your Lot or any part of Common Property or any part of the exterior of the Building.

11.2 Subject to these Rules, Lots used for commercial or retail purposes may erect or affix a sign or notice to the interior or exterior of their Lot provided the sign or notice:

- i. Is only for the purpose of identifying the business carried on from the Lot and the hours of operation of the business;
- ii. Does not exceed 1,200 mm in width and 1,200 mm in height;
- iii. Complies with the requirements of the relevant authorities;
- iv. Has been approved by the Owners Corporation.

12 Fire control

12.1 You must not:

- i. Keep flammable material on your Lot or any part of Common Property except as permitted by these Rules;
- ii. Interfere with fire safety equipment;
- iii. Obstruct fire stairs or fire escapes.

12.2 You must ensure that:

- i. You comply with all Laws about fire control;
- ii. All fire safety equipment in your Lot or on parts of Common Property is at all times operational.

12.3 You must take all reasonable steps necessary to avoid false alarm call outs to the fire brigade.

12.4 The Owners Corporation reserves the right to seek costs from you for false alarm call outs to the fire brigade caused by your intentional and or negligent acts.

13 Moving stock, furniture and goods

13.1 You must not attend to the moving of any stock, furniture or goods in and out of the Building and through Common Property unless you:

- i. Obtain the Owners Corporation's prior written consent to the moving;
- ii. Notify the Resident Manager and make appropriate arrangement with him or her at least three (3) days prior to your intended moving date;
- iii. Ensure that a representative of the Owners Corporation or Manager is present during the moving as may be determined at the discretion of the Manager or Resident Manager.
- iv. Ensure that you or your contractors or agents do not deface any part of the Building, Common Property or property of other Residents during the course of moving and you will be responsible for the cost of any damage or destruction.

13.2 When moving any stock, furniture or goods, you must ensure that:

- i. The moving is conducted in accordance with the Owners Corporation's directions and during permitted hours;
- ii. The stock, furniture and goods are not moved through the front entrance of the Building;
- iii. Only the loading bay access as specified by the Owners Corporation is used to conduct the moving;
- iv. No waste or rubbish is left in any of the common areas after the completion of the moving.

14 Insurance premiums

- 14.1 You must not, without prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premiums for any insurance policy affected by the Owners Corporation.
- 14.2 You must, in the instance that the Owners Corporation demands, reimburse the Owners Corporation for any difference in insurance premiums resulting from any consent provided by the Owners Corporations pursuant to these Rules.

15 Managers

15.1 Committees and Sub-Committees

- 15.1.1 In the instance that the Owners Corporation wishes to or must elect a Committee to perform all or some of its functions, it must do so in accordance with all relevant Laws and regulations.
- 15.1.2 A Committee as appointed by the Owners Corporation, from time to time, may elect Sub-Committees to assist it in the performance of its' functions.
- 15.1.3 The Committee can delegate any or all of its functions to the Sub-Committees as permitted by Law;
- 15.1.4 Sub-Committees must:
 - i. be comprised of Members;
 - ii. not act outside of their delegation;
 - iii. act honestly and in good faith in the performance of their functions;
 - iv. act in accordance with the Committees instructions; and
 - v. report to the Committee with respect to the performance of their functions.
- 15.1.5 Members of Sub-Committees must vote in their capacity as members of the Sub-Committee and not as Members of the Committee.
- 15.1.6 The Committee and Sub-Committees must comply with these Rules and all applicable Laws.

15.2 Managers and Building Managers

15.2.1 The Owners Corporation may appoint a Manager and/or Building Manager to perform any of its powers or functions except those that require a unanimous or special resolution.

15.2.2 When appointing a Manager and/or Building Manager, the Owners Corporation must comply with all Laws and regulations governing their election;

15.2.3 All Managers and Building Managers appointed by the Owners Corporation must:

- i. Comply with all relevant Laws and regulations;
- ii. Report to the Committee, where a Committee has been elected, on the carrying out of its functions

15.2.4 You must not interfere with or stop the Manager from:

- i. Performing its obligations or exercising its rights under their agreement with the Owners Corporation,
- ii. Using Common Property that the Owners Corporation permits them to use.

15.3 Consent of Owners Corporation

15.3.1 Any consent required from the Owners Corporation and which does not require the passing of special or unanimous resolution pursuant to these Rules may be given:

- i. By the Owners Corporation at a Committee meeting;
- ii. By any person to whom the Owners Corporation has delegated the power or function, including but not limited to the Committee, sub Committee, member of a Committee or sub Committee or the Manager.

15.3.2 The Owners Corporation may apply conditions to any consent given under these Rules and you must ensure that all the conditions are complied with.

15.3.3 The Owners Corporation may revoke any consent given under these Rules if you do not comply with:

- i. Any conditions attached to the consent;
- ii. The Rules pursuant to which the consent was given.

15.4 Breach of Rules

15.4.1 In the instance that you have breached or failed to comply with a Rules requiring you to do anything to your Lot, Common Property or Land affected by Common Property, the Owners Corporation may:

- i. Take all necessary action to rectify your breach the cost of which shall be at your expense;

- ii. Do anything necessary on your Lot, Common Property or Land affected by Common Property that should have been done by you but which was not or which in the opinion of the Owners Corporation was not done properly and the cost of which shall be at your expense.

15.4.2 The Owners Corporation must provide you with written notice specifying when it will enter your Lot to do the works and you must:

- i. Provide the Owners Corporation with access to your premises in accordance with their written notice at your cost;
- ii. Pay the Owners Corporation for its costs of doing the works.

15.4.3 The Owners Corporation reserves the right to recover any costs you owe it pursuant to these Rules as a debt.

15.4.4 You must pay on demand, all legal costs on a solicitor/own client basis which the Owners Corporation pays, incurs or expends in consequence of your breach or failure to comply with any of these Rules including but not limited to the recovery of Owners Corporation contribution fees.

16 Complaints and dispute resolution

16.1 Complaints

16.1.1 You and/or the Manager, Building Manager or Owners Corporation may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by:

- i. A Lot owner;
- ii. An Occupier of a Lot;
- iii. A Manager

16.1.2 All complaints must be:

- i. In writing;
- ii. In the approved form as required by Laws from time to time.

16.1.3 All complaints must be brought to the attention of:

- i. The Grievance Sub-Committee if such a Committee has been elected;
- ii. The Owners Corporation in all other circumstances.

16.1.4 The Owners Corporation can dismiss and or refuse to act upon frivolous, false and or unsubstantiated complaints.

16.1.5 The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make an application.

16.2 Dispute resolution

16.2.1 The Owners Corporation or the Grievance Sub-Committee, where one exists, must organise a meeting between parties to the dispute to discuss the dispute within twenty one (21) days of the complaint coming to the attention of the parties.

16.2.2 The Owners Corporation or the Grievance Sub-Committee cannot take any action with regard to the complaint until:

- i. A meeting of the parties to the dispute has been organised to discuss the dispute; and
- ii. It is satisfied that the dispute remains unresolved.

16.2.3 It is deemed that the Owners Corporation or the Grievance Sub-Committee has complied with its requirement to hold a meeting between the parties to a dispute irrespective of whether all or one of the parties to the dispute does not attend the meeting as organised by the Owners Corporation or Grievance Committee.

17 Short term Lease

17.1 A proprietor or occupier of a lot must not:

- i. grant a lease, licence or other rights to occupy that lot or any part of that lot for a period of less than three months, except where the occupier is over holding under the terms of a lease, licence or other right to occupy that had a term of at least three months; or
- ii grant a lease, licence or other right to occupy any part of that lot which forms a car parking space independently of a lease, licence or right to occupy all of the relevant lot.

11. The Owners Corporation has not granted any lease licence or has any agreements affecting the common property except the following:
- 11.1 By operation of law, The Owners Corporation has become a lessor under a Lease to Citipower for the substation on the common property for a term of Thirty (30) years, with an option for a further term of Thirty (30) years.
 - 11.2 Resolved (as a special resolution) that owners Corporation 1 on plan of subdivision PS 613438P, enter into signage licence for Retail Lots 1, 2, 3 & 4.
 - 11.3 Resolved (as a special resolution) that owners Corporation 1 on plan of subdivision PS 613438P, enter into licence deed for seating on walkway for Retail Lots 2, 3 & 4.
 - 11.4 Resolved (as a special resolution) that owners Corporation 1 on plan of subdivision PS 613438P, enter into an agreement to provide Foxtel to lots, at the cost of each user should they wish to connect to these services.
 - 11.5 Resolved (as a special resolution) to appoint Building Manager on a three year contract for Owners Corporation 1 on plan of subdivision PS 613438P.
 - 11.6 Resolved (as a special resolution) to appoint an Owners Corporation Manager on a three year contract for Owners Corporation 1 on plan of subdivision PS 613438P.
 - 11.7 Resolved (as a special resolution) to appoint SPS Property Services as cleaning contractor for a three year contract Owners Corporation 1 on plan of subdivision PS 613438P.
 - 11.8 Resolved (as a special resolution) for Win Energy Common Area Electricity 60 month contract to be transferred to Owners Corporation 1 on plan of subdivision PS 613438P which commenced on the 21st September 2009.

FORM 17
Regulation 200
Building Act 1993
Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Our Reference No. 19881F17a

Property Details

Project Description	CLADDING REMEDIATION A'BECKET STREET CANOPY (FASCIA) REPLACEMENT ONLY					
Number	31	Street/Road	A'BECKETT STREET			
City/Suburb/Town	MELBOURNE				Postcode	3000
Lot/s	-	LP/PS	-	Volume	9366, 6533, 7086	Folio 610, 572, 5075
Crown Allotment	37	Section	12 & 13	Parish	MELBOURNE NORTH	County -
Municipal District	CITY OF MELBOURNE					

Building Permit Details

Building Permit Number	3339770052331
Version of BCA applicable to Building Permit	NCC-BCA 2019 VOLUME 1

Description of Building Work

Part of Building	Permitted Use	BCA Class of Building
PART (GROUND FLOOR - EXTERNAL FACADE)	PRIVATE RESIDENTIAL	2

Maintenance Determination

A maintenance determination **is not** required to be prepared in accordance with Regulation 215 of the Building Regulations 2018.

Relevant Building Surveyor

Name:	STASI GALANOS
Address:	SUITE 44, 574 PLUMMER STREET, PORT MELBOURNE VIC 3207
Email:	admin@gardner.com.au
Building Practitioner Registration No.:	BS-U 16541
Certificate No.:	3339770052331
Date of Final Inspection:	21 FEBRUARY 2020
Date of Issue:	30 JUNE 2020

Signature:



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 28 calendar 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*.

OWNERS CORPORATION REGULATIONS 2007
REGULATION 12 - SCHEDULE 3
STATEMENT OF ADVICE AND INFORMATION FOR
PROSPECTIVE PURCHASERS AND LOT OWNERS

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 corporations information register.

Management of an owners corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY
DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU
SHOULD SEEK EXPERT ADVICE.

2025 Land Tax Reassessment Notice

For land held in joint ownership

N251456540383

Paid 14/5/25

STATE
REVENUE
OFFICE
VICTORIA

ABN 76 775 195 331



7059819080005001168

R03

MR MATTHEW BRETT DOWD
16 CLARE CRESCENT
ELLIMINYT VIC 3250

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:
MR MATTHEW BRETT DOWD
MRS SARAH KATE DOWD

Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtax

Paul Broderick

Paul Broderick
Commissioner of State Revenue

CUSTOMER NUMBER
QUOTE IF YOU CONTACT US

058460938

ASSESSMENT NUMBER
THIS CHANGES EVERY YEAR

87700918

ISSUE DATE

25 APR 2025

TOTAL PAYABLE

\$500.00

INTEREST IS CHARGED ON LATE PAYMENTS

TWO WAYS TO PAY

1 IN FULL

PAY BY 18 JUL 2025

See payment methods listed at the
bottom of your assessment.

2 INSTALMENTS

SET UP BY 18 JUL 2025

Instalments can only be set up in our
online system **AutoPay** — allowing you
to schedule interest-free direct debit
payments for up to 38-weeks from the
issue date via a debit card, credit card
or bank account.

Choose from the following options:

4 EQUAL
INSTALMENTS



MONTHLY
INSTALMENTS



FORTNIGHTLY
INSTALMENTS



sro.vic.gov.au/autopay

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®



Biller Code: 5249
REF: 87700918

Telephone and internet banking

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

bpay.com.au

CARD



Customer No: 058460938
REF: 87700918

Visa or Mastercard only

Pay via our website or phone 13 21 61.

A card payment fee applies.

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AUSTRALIA POST



Post
Billpay

\$500.00

Pay in-store

Take this notice to any Australia Post.
State Revenue Office (VIC) payment



*382 400 0087700918 8

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](https://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.

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.