

DATED

2025

**CAITLIN JOSEPHINE GUILFOYLE**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: Unit 302D, 21 Robert Street, Collingwood VIC 3066**



**MEADOW HEIGHTS  
CONVEYANCING  
SERVICES**

**Meadow Heights Conveyancing Services**  
**Licensed Conveyancers**  
Level 2, Suite 206, 1510 Pascoe Vale Road  
COOLAROO VIC 3048  
Tel: 03 9308 0024  
Fax: 03 9308 0050  
Ref: SA:15355

# Contract of Sale of Real Estate\*

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

**Property address**                      **UNIT 302D, 21 ROBERT STREET, COLLINGWOOD VIC 3066**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

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

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

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

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

**SIGNED BY THE VENDOR:** .....

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

**Print name(s) of person(s) signing:**                      **Caitlin Josephine Guilfoyle**

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

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

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

## Particulars of sale

### Vendor's estate agent

Name:	Yorkshire Property			
Address:	Unit 101E, 4 Mansard Lane, Collingwood VIC 30668			
Email:	patrick@yorkshireproperty.com.au			
Tel:	PH: 03 9998 8100	Mob: 0402 075 501	Fax:	Ref:

### Vendor

Name:	Caitlin Josephine Guilfoyle
Address:	
ABN/ACN:	
Email:	

### Vendor's legal practitioner or conveyancer

Name:	MEADOW HEIGHTS CONVEYANCING SERVICES			
Address:	Level 2, Suite 206, 1510 Pascoe Vale Road, Coolaroo VIC 3048			
Email:	info@mhconveyancing.com.au			
Tel:	03 9308 0024	Mob:	Fax: 03 9308 0050	Ref: SA:15355

### Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

### Purchaser's legal practitioner or conveyancer

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

### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11599	Folio	134	302D	PS 411166X

OR

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

The land includes all improvements and fixtures.

### Property address

The address of the land is: **UNIT 302D, 21 ROBERT STREET, COLLINGWOOD VIC 3066**

### Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

-All fixtures and fittings as inspected.

**Payment** (general condition 11)

Price	\$			
Deposit	\$	10% by	(of which \$	has been paid)
Balance	\$	payable at settlement		

**GST** (general condition 13)

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

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

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

**Settlement** (general condition 10)**is due on**

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

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

**Lease** (general condition 1.1)

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

**Subject to Lease**

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

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

☐ \*residential tenancy agreement for a fixed term ending on

OR

☒ \*periodic residential tenancy agreement determinable by notice

OR

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

**Terms contract** (general condition 23)

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

**Loan** (general condition 14)

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

Lender:

Loan amount:

Approval date:

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

**special conditions**



## Special Conditions

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

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

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



### **Special condition 1 – Payment**

General condition 11 is replaced with the following:

#### **11. PAYMENT**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.



### **Special condition 2 – Acceptance of title**

General condition 12.4 is added:

- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.



### Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is “plus GST” or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.



### Special condition 4 – Adjustments

General condition 15.3 is added:

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



### Special condition 5 - Foreign resident capital gains withholding

General condition 15A is added:

#### 15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (“the amount”) because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor’s entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all 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.
- 15A.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner 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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.



#### Special condition 5A – GST withholding

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

General condition 15B is added:

#### 15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 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.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or

- (b) fails to give a written notice as required by and within the time specified in section 14-255 ; and the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 15B.12 This general condition will not merge on settlement.



#### **Special condition 6 – Service**

General condition 17 is replaced with the following:

#### **17. SERVICE**

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in 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.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.



#### **Special condition 7 – Notices**

General condition 21 is replaced with the following:

#### **21. NOTICES**

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



#### **Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.



#### **Special condition 9 – Deposit bond**

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

**Special condition 10 – Bank guarantee**

- 10.1 In this special condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 30 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

**Special condition 11 – Building report**

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

**Special condition 12 – Pest report**

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.
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## **Additional Special Conditions**

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### **13. 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 Schedules of the Sale of Land Regulations 2005 or any rules prescribed by regulation which may modify or replace those Rules (These rules may be obtained from your Real Estate Agent).

### **14. Guarantee.**

General Condition 20 is added to as follows; If the Purchaser is a proprietary limited company then the Directors of the Company must complete and sign a Guarantee and Indemnity in the form attached to this Contract at the time of signing the Contract or within 7 days of being required to do so by the Vendor. This is an essential term of the Contract.

### **15. Purchaser's Default**

The purchaser hereby agrees and acknowledges that should the purchaser be in default under this Contract then it shall reimburse the vendor for all reasonably foreseeable losses damages or expenses, including but not limited to:

- (a) additional fees incurred in advising the vendor of the purchasers inability to settle, advice regarding vendors rights to penalty interest and rescission, communications with purchasers representative and such other attendances as may be required, such fees to be in the sum of \$275.00; and
- (b) further additional fees of \$795.00 should a Notice of Default be served on the purchaser.

### **16. Representations**

The Purchaser acknowledges that:

- (a) 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;
- (b) There are no conditions, warranties or other terms affecting this sale other than those embodied herein.

### **17. Scheduled PEXA Settlement Times**

On the scheduled day of settlement, should settlement not take place on the exact scheduled time, without any valid reason provided, which causes the roll over/delay of settlement time then the purchaser will be liable to pay a fee of \$195.00 to the vendor solicitor/conveyancer.

### **18. Identity of Land**

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

### **19. Planning Restriction**

The Purchaser buys subject to any restrictions imposed by and to the provisions of the relevant Planning Scheme and any other Town Planning Act Scheme, Interim Development Order, By-Law or regulation.

## **20. Acknowledgement**

- 20.1. The Purchaser acknowledges and declares that it has purchased the property as a result of the Purchaser's own inspection and inquiry and that the Purchaser does not rely on any representation or warranty of any nature made by or on behalf of the Vendor or its Agents or its Consultants.
- 20.2. Without detracting from the generality of the preceding sub-clause, the Purchaser acknowledges that the Purchaser shall not be entitled to make any objection, requisition or claim for compensation whatsoever in respect of the state of repair and condition of the building or any items located within the building.
- 20.3. The Purchaser acknowledges that the Vendor does not give any warranty or make any representation as to the nature or force or effect or validity of any Town Planning Permit or current use of the land and the Purchaser did not enter into this contract in reliance upon any such warranty or representation given or made either by the Vendor or by any other person acting or appearing to act in behalf of the Vendor and shall not make any requisition in regard to any of the above.

## **21. Whole Agreement**

The covenants provisions terms and agreements contained herein expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants agreements provisions or terms should be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or before the execution hereof and the existence of any such implication or collateral or other agreement is hereby expressly negated.

## **22. Indemnity**

The Purchaser shall indemnify and save harmless and keep indemnified the Vendor against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the Vendor may suffer, sustain or incur in connection with or relating to any liability, claim, action, demand, suit or proceedings however arising made or incurred on or subsequent to the settlement date or from events or occurrences happening or arising on or subsequent to the settlement date out of or in respect of the property or any act, matter or thing occurring thereon or by which the Purchaser may become liable in any way unless the same and to the extent that the same be caused or contributed to by the Vendor.

## **23. Chattels**

The Purchaser acknowledges that the only chattels sold with the property or in any way included in this transaction are those chattels listed in the Particulars of Sale.

The Purchaser accepts that all fixed appliance as inspected may not be in normal working condition and it is not the Vendor's responsibility to convert those appliances to working condition or to maintain in working condition at or prior to settlement.

## **24. Improvements**

- 24.1 The Vendor makes no representations that the improvements on the land sold or any alterations or additions thereof comply with the Victorian Building Regulations or the requirements of the local municipal council or any other authority.
- 24.2 The Purchaser shall not make any requisitions or claim any compensation in respect of any non-compliance with the Regulations and shall not call upon the Vendor to bear all or any part of the cost complying with the Regulations.

## **25. Foreign Investment Policy**

- (a) In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the Foreign Acquisitions and Takeovers Act 1975.
- (b) The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a



result of the Vendor having relied on this warranty when entering into this contract including any consequential loss.

## **26. Planning Permit (If applicable)**

The purchaser buys subject to any restrictions imposed by, under or pursuant to the provisions of the State, Regional or Local Planning Scheme or any other planning instrument, Permit Statute, Development Plan Overlay, Design and Development Overlay or subordinate legislation and without limiting the generality of the foregoing the provisions and conditions of any Planning Permit obtained or to be obtained by the Vendor in relation to the Subdivision and use of the land sold and without restricting the generality of the foregoing terms and conditions of any Agreement/s under Section 173 of the Planning and Environment Act 1987 required to be entered into by the Vendors

## **27. Plan of Subdivision (if applicable)**

- (a) This Contract is subject to the registration of the attached Plan of Subdivision being registered.
- (b) If the Plan has not been registered by the Registrar of Titles within eighteen (18) months from the date of this contract, then either the Vendor or the Purchaser may by written notice to the other prior to the Plan being so registered rescind this Contract and all moneys paid hereunder shall be refunded to the Purchaser without deduction.
- (c)
  - (i) Plans of works intended to affect the natural surface levels of the Land comprised in the Plan and the abutting land are annexed to this contract (if applicable).
  - (ii) The Vendor reserves the right to alter the natural surface levels of the Land at any time after the Day of Sale. The Vendor shall notify the Purchaser as soon as practicable of any changes to the works.
  - (iii) The Purchaser hereby accepts and agrees to the Vendor carrying out works to the Land and/or surrounding land as required by a Municipality or public authority or to make the Land and the surrounding land presentable. The Purchaser shall not make any requisition, objection or claim or take any action against the Vendor relating to the quality or condition of the Land (and its soil), or any change, alteration or modification thereto occurring between the Purchaser's first inspection of the Land and the Settlement Date.
  - (iv) The Purchaser shall not make any requisition, objection, demand or claim against the Vendor in any way arising out of or relating to any ground filling which may be on the Land at the Settlement Date.
- (d) Until such time as the Plan has been registered by the Registrar of Titles the Purchaser shall not lodge or cause or permit to be lodged on the Purchaser's behalf any Caveat in respect of the Purchaser's interest in the Land and the Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this provision.
- (e)
  - (i) The Vendor reserves the right to make any variation or alteration to the Plan that does not materially affect the Land or is made pursuant to the provisions of the Subdivisions Act 1988 (as amended) and without limiting the generality of the foregoing made pursuant to Section 37 of the Subdivisions Act 1988 (as amended) which is a requisite to the Plan being re-certified by the Municipal Authority (if required) or registration by the Registrar of Titles.

Section 10 (1) of the Sale of Land Act 1962 (as amended) shall not apply to this Contract in respect of the final location of any easements shown on the Plan.

## **28. Walls and Ceilings**

The purchaser acknowledges and agrees that the property is sold in its current condition, including any holes, marks or indentations resulting from the placement and/or removal of nails, hooks, brackets, mounts or other fasteners in the walls. The purchaser shall not make any objection, requisition or claim compensation in respect of the matters contemplated in this special condition.

## **29. Condition of the Property**

- (a) The Property and any chattels are sold in their present condition and state of repair and subject to any defects, fair wear and tear inclusive. The Purchaser acknowledges having inspected the Property and accepts it in an "as is" condition.
- (b) No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects the validity of this Contract.
- (c) The Purchaser shall not make any objection, requisition, or claim compensation in respect of any non-compliance of the improvements or any alterations thereto with the provisions of the *Local Government Act 1989* (Vic), the *Building Act 1993* (Vic) or any other Act relating to such improvements or to any requisitions made under such Acts or with the requirements of the relevant authorities.
- (d) The Purchaser accepts the Property with all existing and future planning, environmental and building controls and approvals, and in its present condition with all defects and non-compliance with any of those controls or approvals.
- (e) The Purchaser acknowledges that the decision to purchase the Property was based on the Purchaser's own investigations and that no representations were made by or on behalf of the Vendor as to the condition of the Property or any of the matters referred to in this special condition; and hereby waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.

## GUARANTEE and INDEMNITY

I/We, ..... of

and ..... of

being the **Sole Director / Directors** of ..... ACN.....

(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein

**DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY**

**COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of: )

Director (Sign)

Witness..... )

SIGNED SEALED AND DELIVERED by the said )

Print Name..... )

in the presence of: )

Director (Sign)

Witness )

# **SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014**

## **SCHEDULE 1**

### **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

## **SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014**

### **SCHEDULE 5**

#### **INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

##### **Meaning of vendor**

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

##### **Bidding by co-owners**

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

##### **Vendor bids**

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners. The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

##### **What rules and conditions apply to the auction?**

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction. It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

##### **Copies of the rules**

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

##### **Questions**

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

##### **Forbidden activities at auctions**

The law forbids any of the following—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;

- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

#### **Who made the bid?**

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

#### **It is an offence to disrupt an auction**

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

#### **The cooling off period does not apply to public auctions of land**

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

#### **What law applies**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au) under the title "Victorian Law Today".

# General Conditions

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

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## Title

### 1. ENCUMBRANCES

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

### 2. VENDOR WARRANTIES

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

### 3. IDENTITY OF THE LAND

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

#### 4. SERVICES

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

#### 5. CONSENTS

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

#### 6. TRANSFER

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

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.



- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## **8. BUILDER WARRANTY INSURANCE**

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

## **9. GENERAL LAW LAND**

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

# **Money**

## **10. SETTLEMENT**

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

## **11. PAYMENT**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
  - (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. **STAKEHOLDING**

- 12.1 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. **GST**

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
  - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

#### **14. LOAN**

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

#### **15. ADJUSTMENTS**

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

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

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

### **Transactional**

#### **16. TIME**

16.1 Time is of the essence of this contract.

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

#### **17. SERVICE**

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

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

#### **18. NOMINEE**

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

#### **19. LIABILITY OF SIGNATORY**

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

#### **20. GUARANTEE**

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

#### **21. NOTICES**

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

responsibility where action is required before settlement.

## **22. INSPECTION**

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

## **23. TERMS CONTRACT**

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

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

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

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

## **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

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

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

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

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

## **25. BREACH**

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

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

## **Default**

### **26. INTEREST**

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

## **27. DEFAULT NOTICE**

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

## **28. DEFAULT NOT REMEDIED**

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

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	UNIT 302D, 21 ROBERT STREET, COLLINGWOOD VIC 3066
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Vendor's name	Caitlin Josephine Guilfoyle	Date
		/ /
Vendor's signature		
	<hr/>	

Purchaser's name	Date
	/ /
Purchaser's signature	
	<hr/>
Purchaser's name	Date
	/ /
Purchaser's signature	
	<hr/>

## 1. FINANCIAL MATTERS

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

(a) ☐ Their total does not exceed:

\$

OR

(b) ☒ Are contained in the attached certificate/s.

OR

(c) ☐ Their amounts are:

Authority	Amount	Interest (if any)
(1) City of Yarra	(1) \$	(1) \$
(2) Greater Western Water	(2) \$	(2) \$
(3) State Revenue Office	(3) \$	(3) \$
(4)	(4) \$	(4) \$

(d) ☐ There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

\$

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

\$ To

Other particulars (including dates and times of payments):

### 1.3 Terms Contract

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

☐ Attached is an 'Additional Vendor Statement'

### 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.

☐ Attached is an 'Additional Vendor Statement'

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

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

## 2. INSURANCE

### 2.1 Damage and Destruction

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

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

OR

- (b) Particulars of any such policy insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:	
Type of policy:	Policy no:
Expiry date:	Amount insured:

### 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.

- (a) ☐ Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

OR

- (b) ☐ Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:	
Policy no:	Expiry date:

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

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

☐ Is in the attached copies of title document/s

OR

☒ Is as follows:

Except for Residential Rental Agreement
---

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

--

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

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

☐

### 3.4 Planning Scheme

- ☐ Attached is a certificate with the required specified information.

OR

- ☐ The required specified information is as follows:



(a) Name of planning scheme	Yarra
(b) Name of responsible authority	City of Yarra
(c) Zoning of the land	See attached certificate
(d) Name of planning overlay	See attached certificate

## 4. NOTICES

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

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

☐ Are contained in the attached certificates and/or statements

OR

☒ Are as follows

Not to the vendors knowledge	
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### 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:

Not to the vendors knowledge
------------------------------

### 4.3 Compulsory Acquisition

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

Not to the vendors knowledge
------------------------------

## 5. BUILDING PERMITS

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

☐ Are contained in the attached certificate

OR

☐ Are as follows:

--

## 6. OWNERS CORPORATION

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

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

OR

6.2 ☐ Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporations Act* 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 ☐ The owners corporation is an inactive owners corporation.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

### 7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an 'X' ☐
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an 'X' ☐
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an 'X' ☐

### 7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an 'X' indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC ☐
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) Any certificate of exemption from liability to pay a GAIC ☐
- (d) Any certificate of staged payment approval ☐
- (e) Any certificate of no GAIC liability ☐
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐
- (g) A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above ☐

## 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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## 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.

OR

### ☐ (b) General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor’s title to the land.

### 9.2 ☐ Evidence of the vendor’s right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

- (a) ☐ Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
- (b) ☐ Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

### 10.2 Staged Subdivision

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

- (a) ☐ Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

### 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.

- (a) ☐ Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- (b) ☐ Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

## 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 2000m<sup>2</sup>; (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):

☐ Are contained in the attached building energy efficiency certificate.

OR

☐ Are as follows:

## 12. SMOKE ALARMS

The purchaser should note that all dwellings and units are required to be fitted with self contained smoke alarms in accordance with regulation 5.14 of the Building Regulations 1994 within 30 days after:

- (a) in the case of a contract other than a terms contract (as defined in the section 2 of the Sale of Land Act 1962) the date of completion of the contract; and
- (b) in the case of a terms contract, the date the Purchaser becomes entitled to possession or to the receipt of rents and profits under the contract.

### 13. SWIMMING POOLS AND SPAS

If there is a swimming pool or a spa on the property, the Purchaser may need to comply with the Building Act 1993 and the Building Regulations 1994 and in particular regulation 5.13 requiring the installation of barriers to restrict access by children to the swimming pool or spa within 30 days after:

- (a) in the case of a contract other than a terms contract (as defined in section 2 of the Sale of Land Act 1962), the date of completion on the contract; and
- (b) in the case of a terms contract, the date the Purchaser becomes entitled to possession or to receipt of the rents and profits under the contract.

### 14. 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.)*

### 15. 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)*

Copy of approved Plan of Subdivision.

Copy of Section 47 (2) Notice No.AE698118X.

Copy of Section 173 Agreement No.AL246908E.

Copy of Residential Rental Lease.

# Due diligence checklist

## What you need to know before buying a residential property

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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

Page 1 of 2

VOLUME 11599 FOLIO 134

Security no : 124125316138K  
Produced 13/06/2025 01:29 PM

### LAND DESCRIPTION

Lot 302D on Plan of Subdivision 411166X.  
PARENT TITLE Volume 11599 Folio 034  
Created by instrument PS411166X Stage 3 17/09/2015

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
CAITLIN JOSEPHINE GUILFOYLE of 31 LAYCOCK PLACE HOLT ACT 2615  
AM373453B 03/12/2015

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX243737S 11/09/2023  
MACQUARIE BANK 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.

NOTICE Section 47(2) Heritage Act 1995  
REGISTER NO. 807  
AE698118X 31/10/2006

AGREEMENT Section 173 Planning and Environment Act 1987  
AL246908E 23/07/2014

### DIAGRAM LOCATION

SEE PS411166X 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 302D 21 ROBERT STREET COLLINGWOOD VIC 3066

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL  
Effective from 11/09/2023

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

---

Page 2 of 2

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS411166X  
OWNERS CORPORATION 4 PLAN NO. PS411166X

DOCUMENT END



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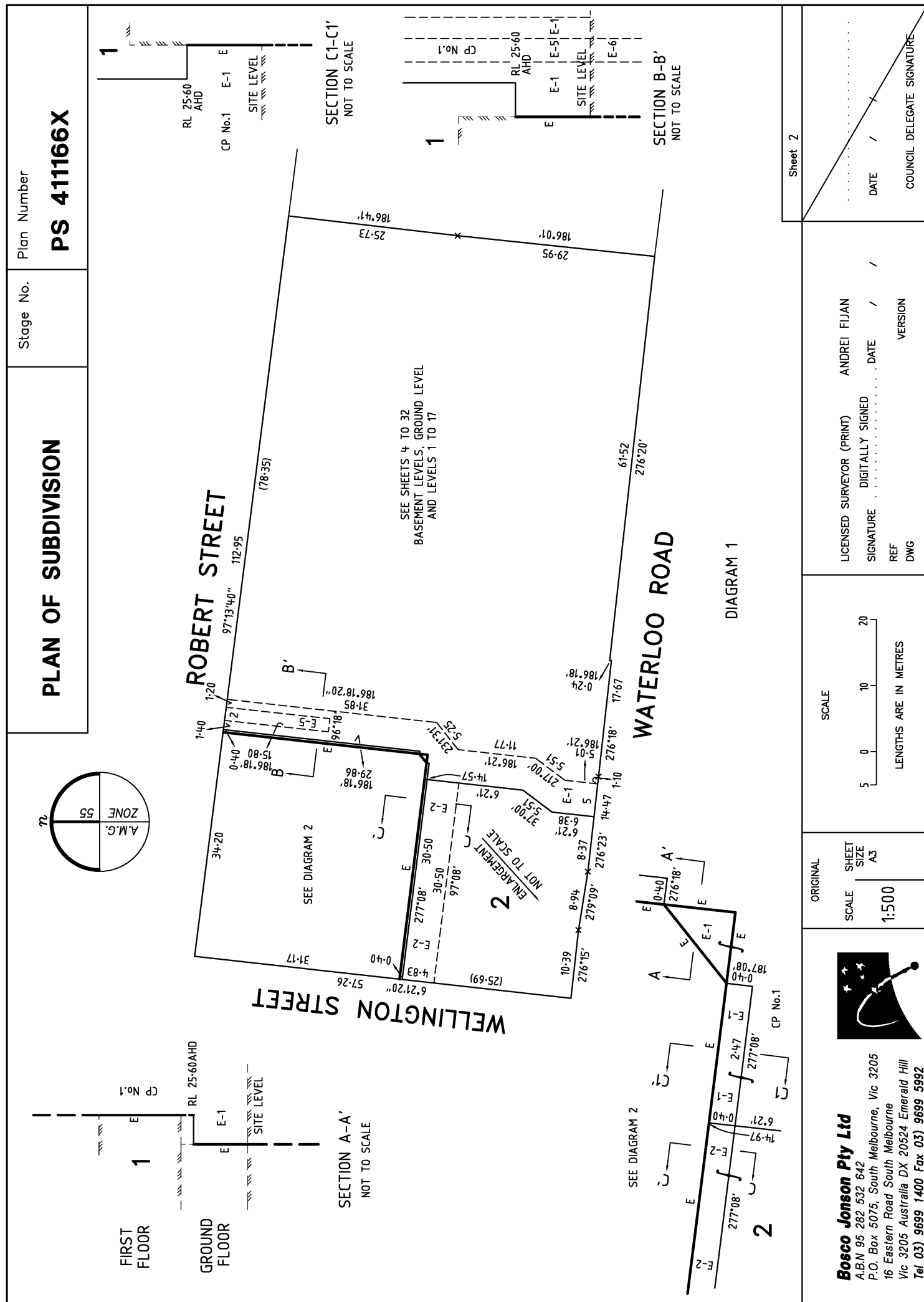
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Document Identification	<b>PS411166X</b>
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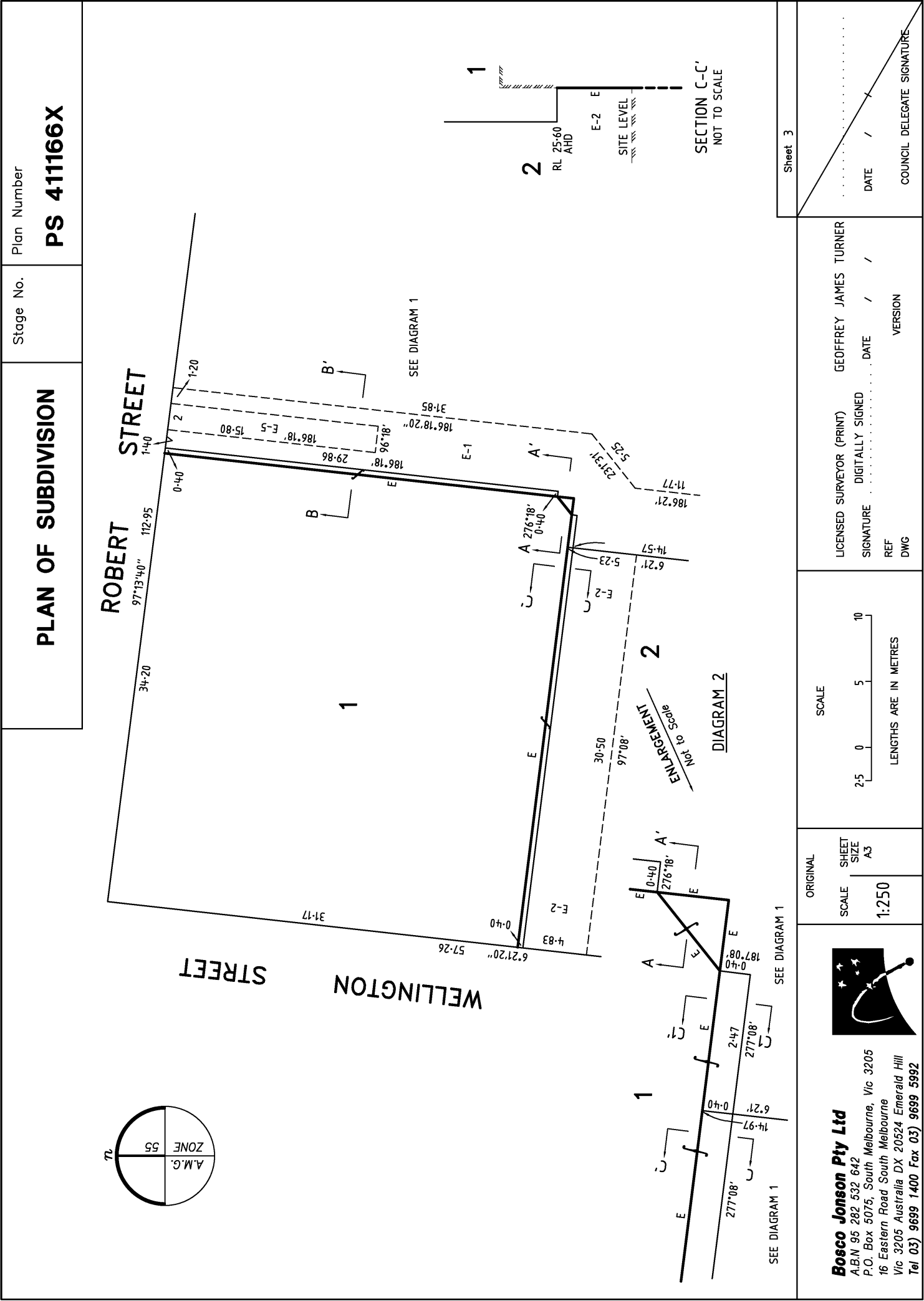
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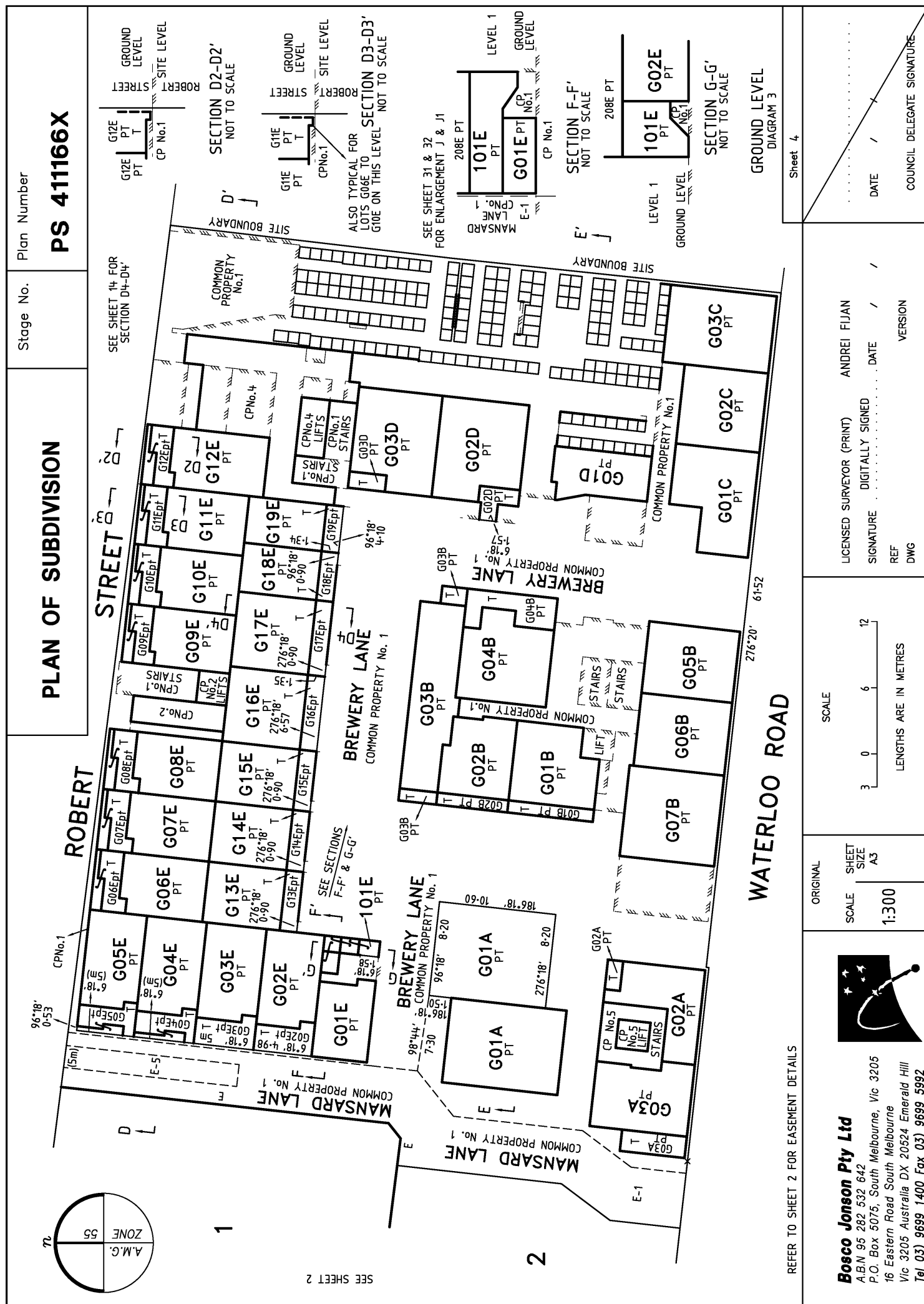
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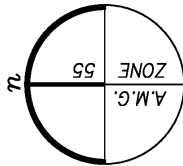
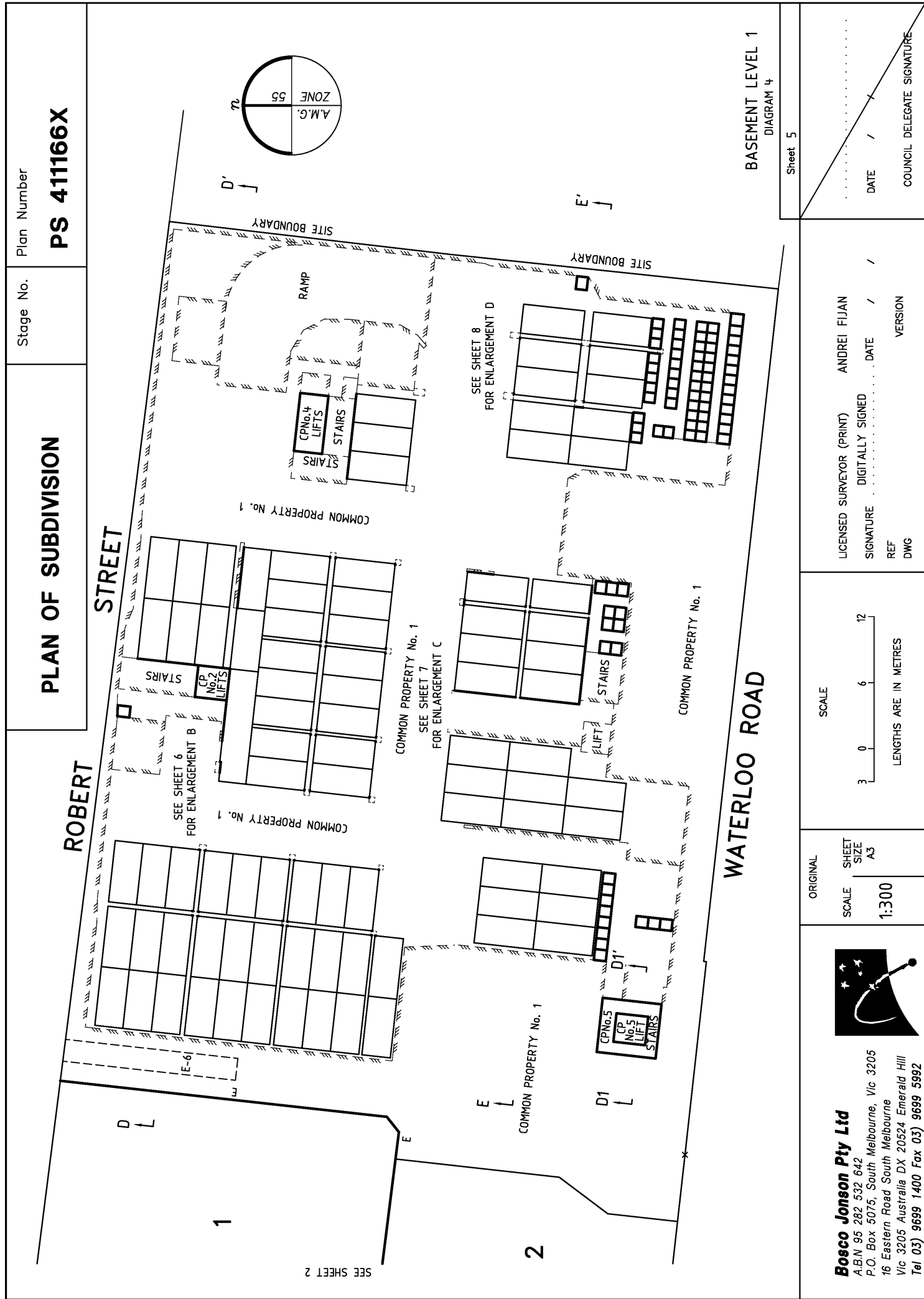
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<b>PLAN OF SUBDIVISION</b>		Stage No.	LRS use only <b>EDITION 8</b>	Plan Number <b>PS 411166X</b>	
<b>Location of Land</b> <b>Parish:</b> JIKA JIKA  <b>Township:</b> — <b>Section:</b> — <b>Crown Allotment:</b> — <b>Crown Portion:</b> 53 (PART)  <b>Title Reference:</b> VOL 10323 FOL 099  <b>Last Plan Reference:</b> PS 406050X (LOT 1) <b>Postal Address:</b> 82 WELLINGTON STREET, (at time of subdivision) COLLINGWOOD, 3066  <b>MGA Co-ordinates</b> E 322 700 Zone: 55 (of approx. centre of land in plan) N 5 813 600		<b>Council Certification and Endorsement</b> <b>Council Name:</b> YARRA CITY COUNCIL <b>Ref:</b> 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 original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.  <b>OPEN SPACE</b> (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 / /			
<b>Vesting of Roads and/or Reserves</b>		<b>Notations</b>			
Identifier	Council/Body/Person	<b>Staging</b> This is/is not a staged subdivision Planning Permit No.			
NIL	NIL				
<p>----- DENOTES EASEMENT  - - - - - DENOTES STRUCTURE (NON BOUNDARY)  B - BALCONY  P - PROJECTION  CP No.1 - COMMON PROPERTY No.1  CP No.2 - COMMON PROPERTY No.2   CP No.4 - COMMON PROPERTY No.4  CP No.5 - COMMON PROPERTY No.5  COMMON PROPERTY No.1 CONTAINS PRIVATE ROADS CALLED  BREWERY LANE AND MANSARD LANE</p> <p>* DENOTES LAND IN UPPER PORTION OF CAR STACKER  SEE SECTIONS D-D' AND E-E' FOR CLARIFICATION  # SEE SECTIONS D-D' AND E-E' FOR HEIGHT AND DEPTH LIMITATIONS  OF LOTS IN BASEMENT LEVELS 1 AND 2</p> <div style="border: 1px solid black; padding: 2px;"> LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS  CORPORATIONS - REFER TO OWNERS CORPORATION SEARCH REPORTS </div> <p><b>THIS IS A SPEAR PLAN</b></p>		<p><b>Depth Limitation DOES NOT APPLY</b>  BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS  LOCATION OF BOUNDARIES DEFINED BY BUILDINGS  EXTERIOR FACE: BOUNDARIES MARKED AS "E"  INTERIOR FACE: ALL OTHER BOUNDARIES  COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS,  COMMON PROPERTIES No.2, No.4 AND No.5 AND INCLUDES THE WALLS, FLOORS SLAB  AND CEILINGS THAT DEFINE BOUNDARIES (UNLESS OTHERWISE SHOWN OR SHOWN 'E')  ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR  NOT SHOWN ON THIS PLAN (EXCEPT WITHIN LOTS 1 &amp; 2) ARE IN COMMON PROPERTY No. 1  UNLESS SHOWN OTHERWISE</p> <p>REDUCED LEVELS SHOWN ON THIS PLAN ARE TO AUSTRALIAN HEIGHT DATUM BASED ON  BENCH MARK MMB 534 WITH A STATED RL 19-555 AS AT 4/9/1996</p> <p>THE VEHICLE STACKING MECHANISM (EXCEPT WITHIN LOTS 1 &amp; 2)  IS PART OF COMMON PROPERTY No.1</p> <p><b>Survey</b> This plan is/is not based on survey  This survey has been connected to permanent marks no(s)  In Proclaimed Survey Area No. ____</p>			
<b>Easement Information</b>				<b>LRS use only</b>	
<b>Legend:</b> E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement  Received <input checked="" type="checkbox"/>  Date 4 / 8 / 99	
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.				<b>THIS IS A LAND VICTORIA COMPILED PLAN</b>  FOR DETAILS SEE MODIFICATION TABLE HEREIN  Sheet 1 of 34 sheets	
Subject Land	Purpose	Width (metres)	Origin		Land Benefited/In Favour Of
E-1 & E-5	CARRIAGEWAY, LIGHT AND VENTILATION (LIMITED-SEE SECTIONS A-A' & B-B')	SEE DIAG	THIS PLAN		LOTS 1 AND 2 ON THIS PLAN
E-2	WAY (LIMITED-SEE SECTION C-C')	SEE DIAG.	THIS PLAN		LOTS ON THIS PLAN
E-4	CARRIAGEWAY (LIMITED IN HEIGHT AND DEPTH) SEE SECTIONS D-D' AND E-E'	SEE DIAG.	THIS PLAN		LOTS ON THIS PLAN (EXCEPT LOTS 1 & 2)
E-5 & E-6	SEWERAGE SEE SECTION D-D'	SEE DIAG	THIS PLAN	CITY WEST WATER CORPORATION	
<b>Bosco Jonson Pty Ltd</b> A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992				LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER  SIGNATURE ..... DATE / /  REF DWG ..... VERSION .....  DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	











## PLAN OF SUBDIVISION

Stage No.	Plan Number
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Plan Number

**PS 411166X**

SEE SHEET 6

2

SEE SHEET 5

SEE SHEET 8

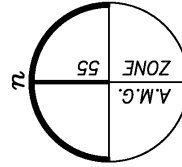
COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1

COMMON PROPERTY No. 1



## NOTATION

\* DENOTES LAND IN UPPER PORTION OF CAR STACKER  
SEE SECTIONS D-D' AND E-E' FOR CLARIFICATION

SEE SECTIONS D-D', AND E-E' FOR CLARIFICATION

# SEE SECTIONS D-D' AND E-E' FOR HEIGHT AND DEPTH LIMITATIONS

BASEMENT LEVEL 1 (PART)  
ENLARGEMENT C

Sheet 7

ORIGINAL

SCALE

SHEET

[illegible]

1:150

SCALE

1.5 0 3 6

LENGTHS ARE IN METRES

**Bosco Jonson Pty Ltd**

A.B.N. 95 282 532 642

A.B.N 93 282 332 842  
PO Box 5075 South Melbourne Vic 3205

P.O. Box 3073, South Melbourne,  
16 Eastern Road South Melbourne

16 EASTERN ROAD SOUTH MELBOURNE  
VIC 3205 Australia DX 20524 Emerald Hill

**3203 Australia** **LA 20324 Emerald Hills**  
**Tel (03) 9699 1400 Fax (03) 9699 5992**



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**DIGITALLY SIGNED**

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VERSION

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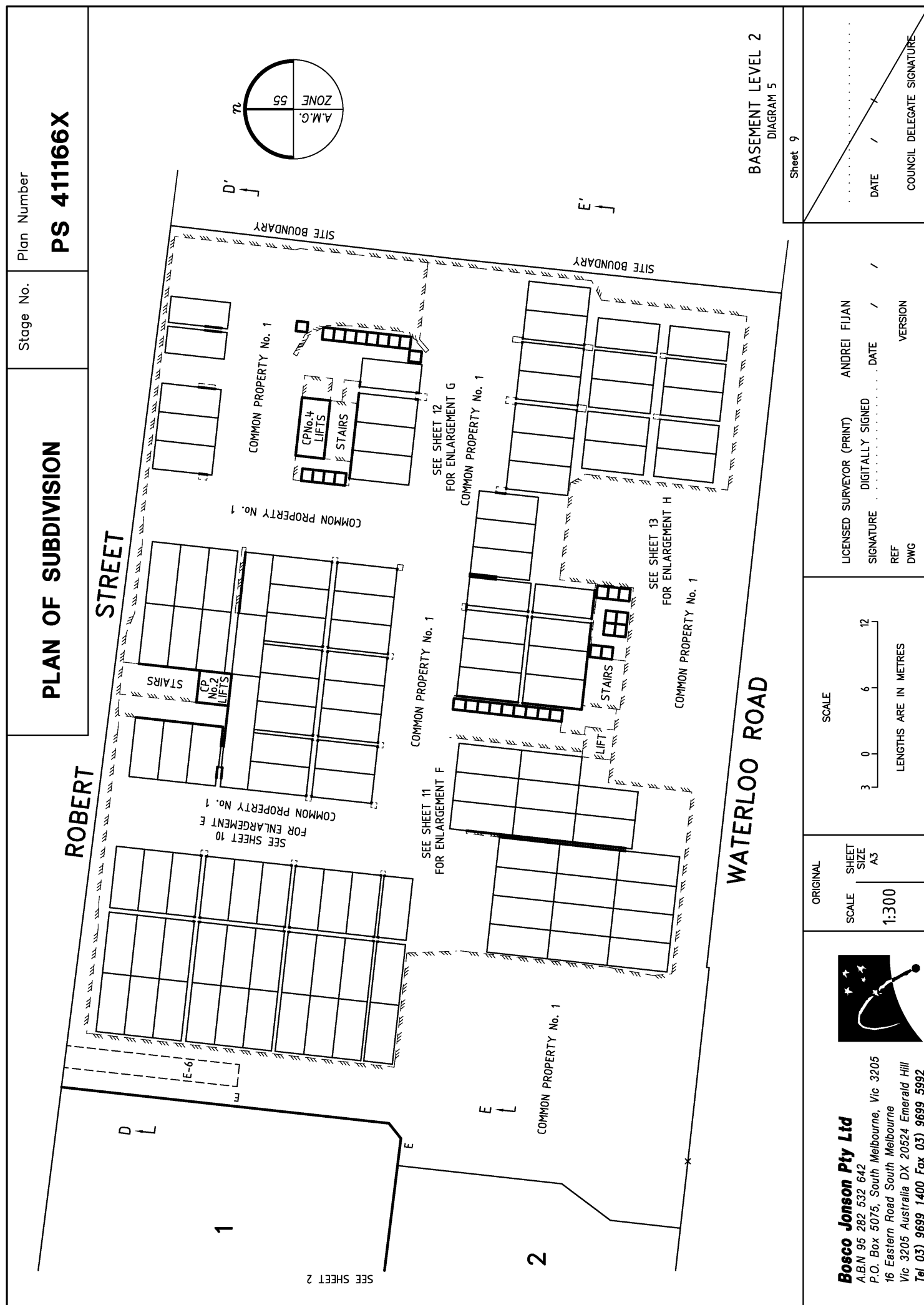
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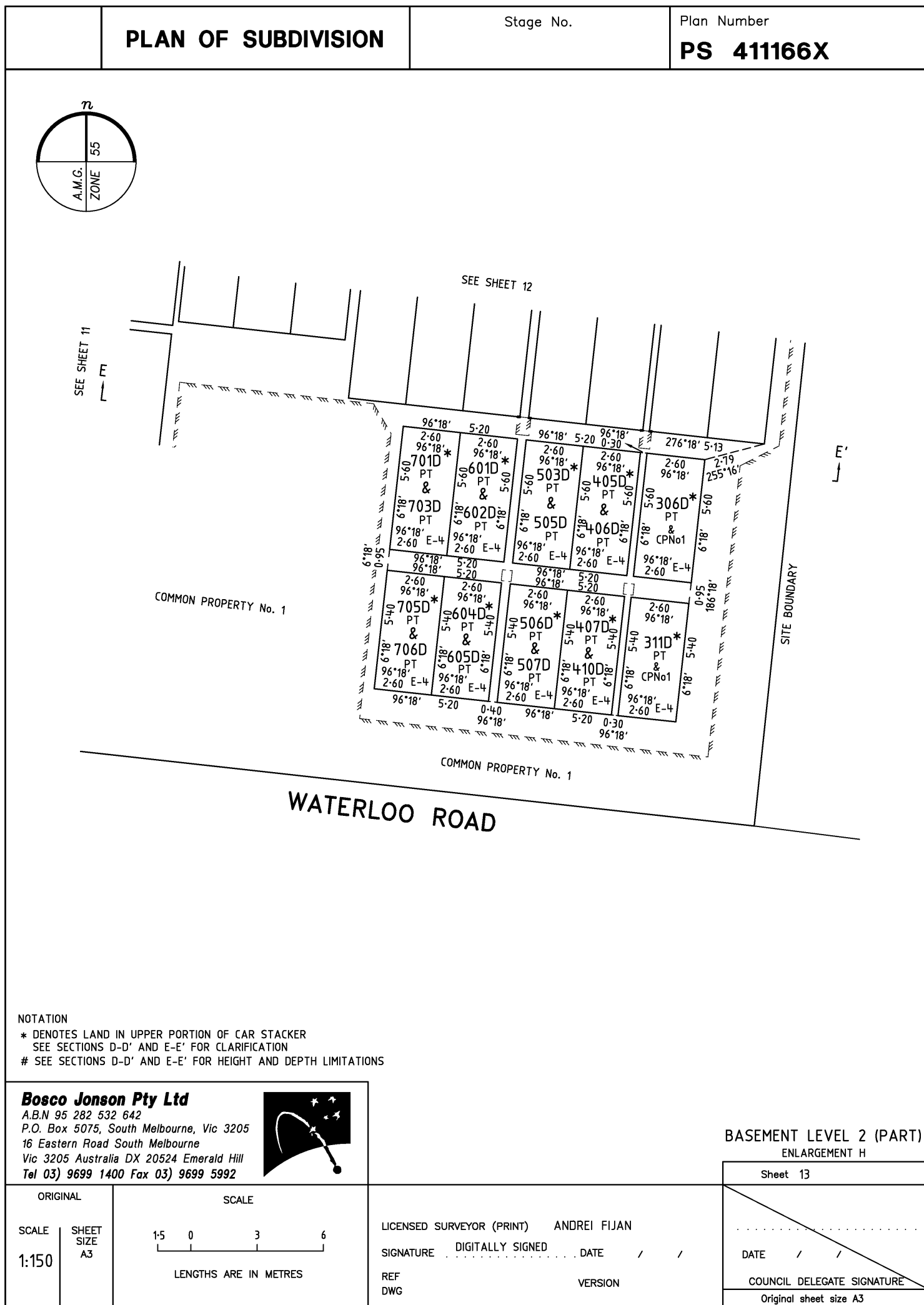




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 16 Eastern Road South Melbourne  
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**Tel 03) 9699 1400 Fax 03) 9699 5992**









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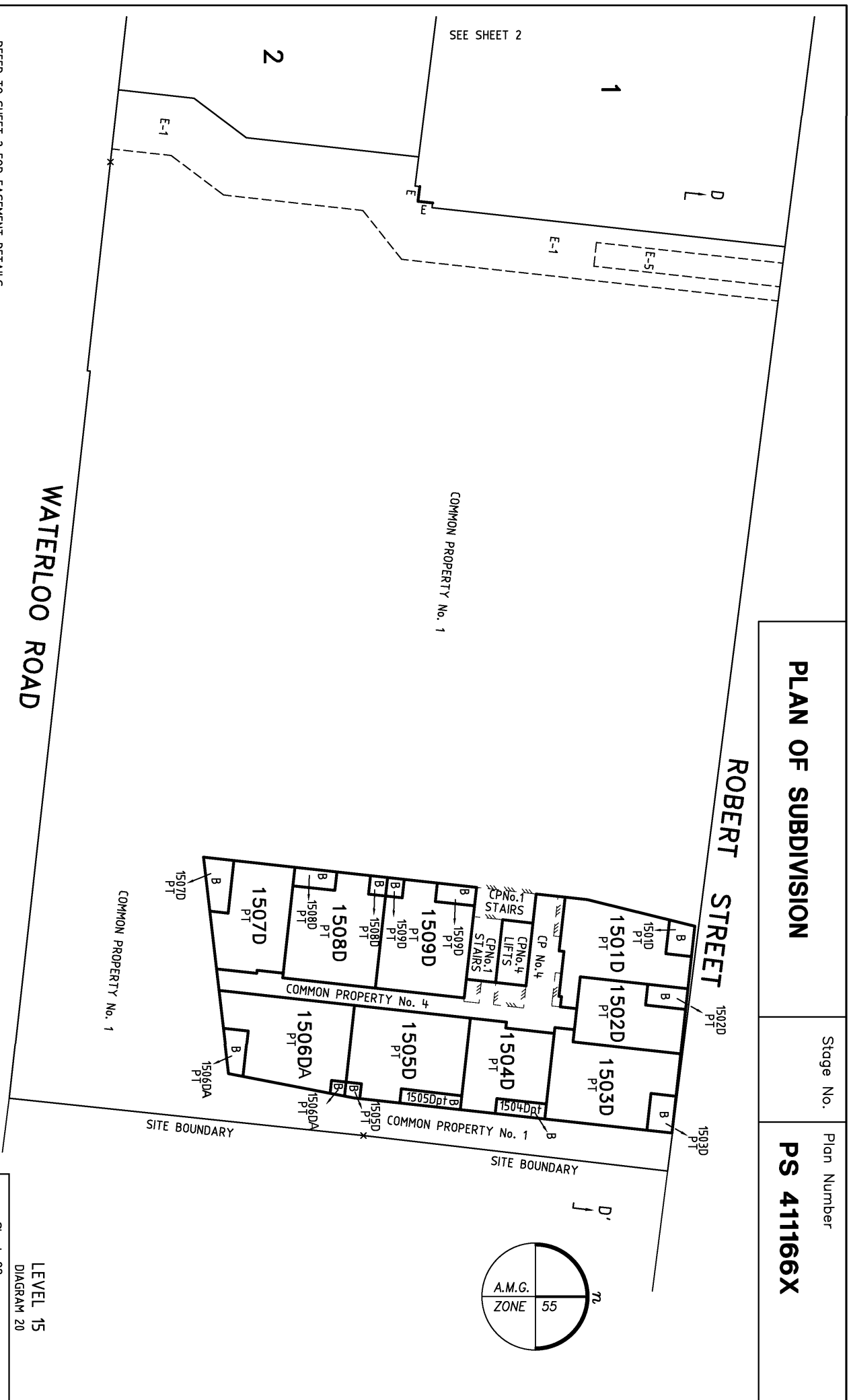


# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 41166X**



REFER TO SHEET 2 FOR EASEMENT DETAILS

ORIGINAL

SCALE

SCALE

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1:300

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WATERLOO ROAD

**ROBERT STREET**

LICENSED SURVEYOR (PRINT)

ANDREI FIJAN

**DIGITALLY SIGNED** . . . . .  
**SIGNATURE** . . . . .

DATE . . .

14

DWG

Sheet 28

LEVEL 15  
DIAGRAM 20

DIAGRAM 20

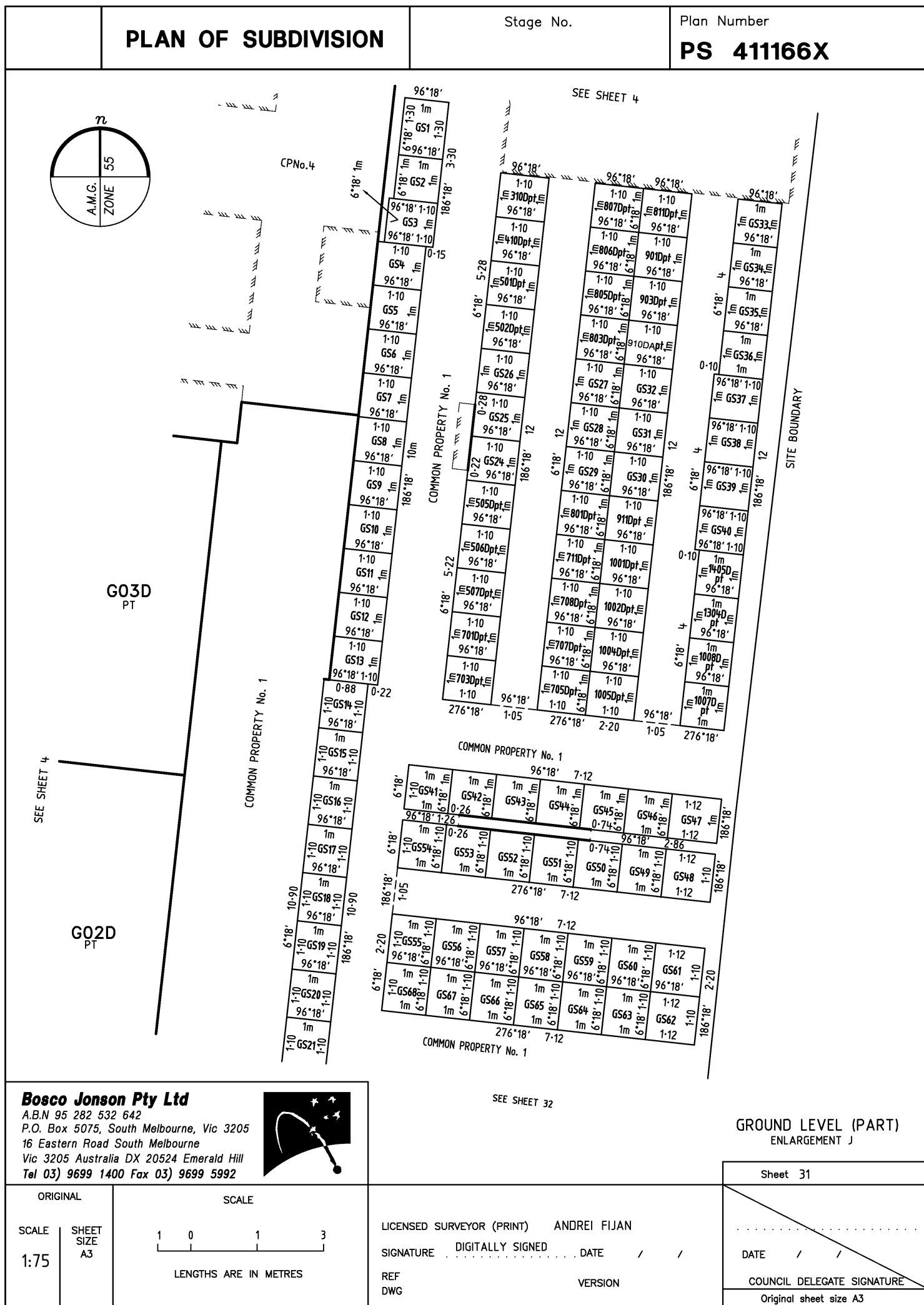
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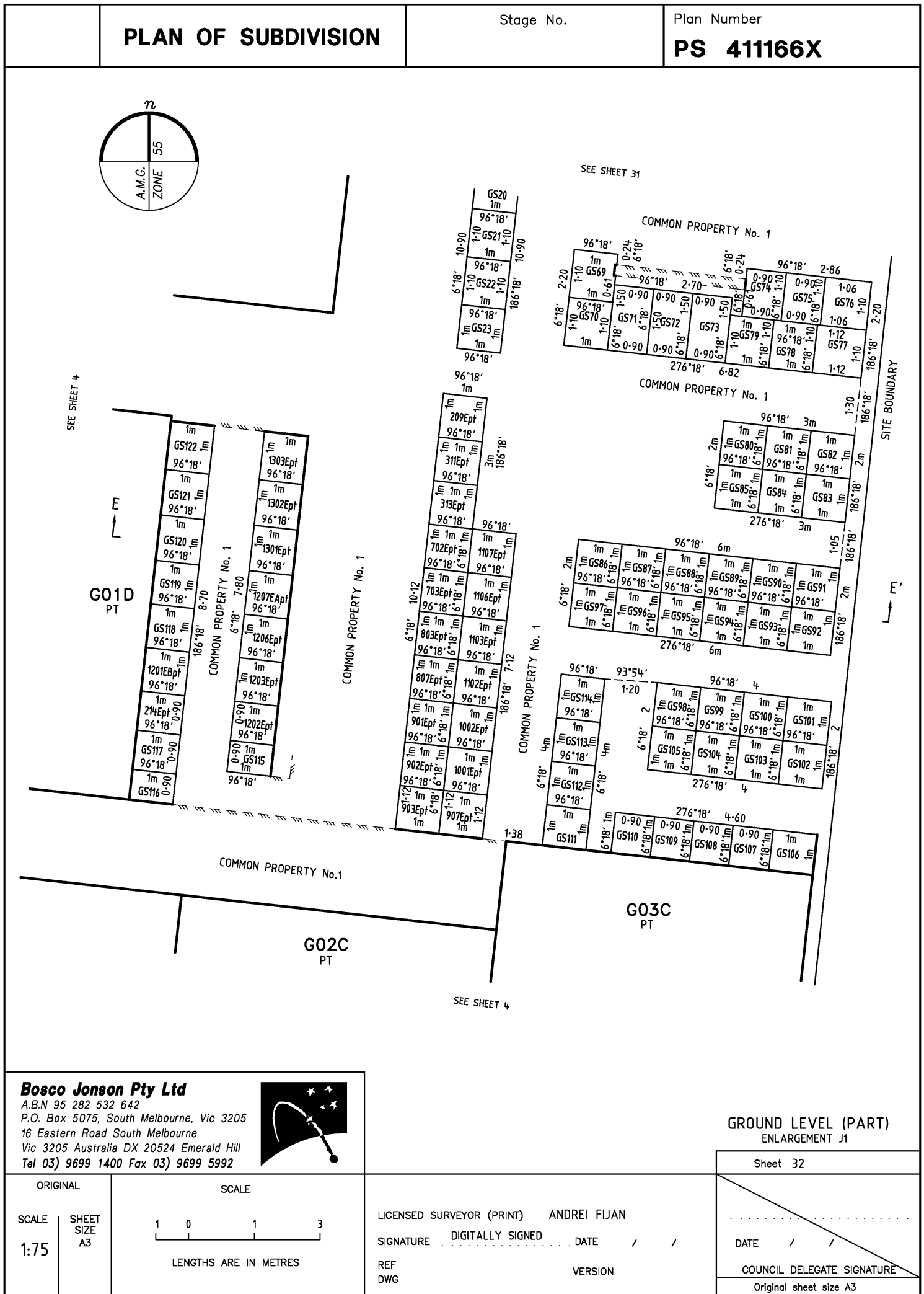
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**MODIFICATION TABLE**

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

**PLAN NUMBER****PS411166X**

MASTER PLAN (STAGE 1) REGISTERED DATE 09/08/1999 TIME 4:00 pm

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS G01A-G03A, 101A-103A, 201A-203A, 301A-303A, 401A, 501A, 601A, G01B-G07B, 101B-107B, 201B-209B, 301B-307B, 401B-407B, 501B-505B, 601B-605B, 701B-705B, 801B-805B, S3, S4, COMMON PROPERTY 1 AND COMMON PROPERTY 5	STAGE PLAN	PS411166X/S2	17/9/15	2	LC
LOT S3	LOTS 1001D-1009D, 101C-103C, 1101D-109D, 1101D-1110D, 1201D-1210D, 1301D-1308D, 1401D-1409D, 1501D-1509D, 1601D-1609D, 202D-212D, 301D-311D, 401D-411D, 501D-511D, 601D-610D, 701D-711D, 801D-811D, 901D-911D, GS1-GS114, G01C, G01D, G02C, G02D, G03C, G03D, G12E, COMMON PROPERTY 4 & ADDITIONAL COMMON PROPERTY 1	STAGE PLAN	PS411166X/S3	17/09/15	2	LC
LOT S4	LOTS G01E-G11E, G13E-G19E, 101E, 201D, 201E-214E, 301E-313E, 401E-407E, 501E-507E, 601E-607E, 701E-707E, 801E-807E, 901E-907E, 1001E-1007E, 1101E-1107E, 1201E-1207E, 1301E-1307E, GS115-GS122, S5, COMMON PROPERTY 2 AND ADDITIONAL COMMON PROPERTIES 1 AND 4	STAGE PLAN	PS411166X/S4	25/11/15	3	LC
LOTS 1506D & 710D	LOTS 1506DA & 710DA	REDEVELOPMENT	PS411166X/D1	21/01/16	4	GV
LOTS 1605D & 910D	LOTS 1605DA & 910DA	REDEVELOPMENT	PS411166X/D2	21/01/16	4	GV
LOTS 101C & 308D	LOTS 101CA & 308DA	REDEVELOPMENT	PS411166X/D3	29/09/16	5	GV
LOTS 1201E & 1207E	LOTS 1201EA & 1207EA	REDEVELOPMENT	PS411166X/D4	11/09/18	6	E.K

## MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

# PLAN NUMBER

PS411166X

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# NOTIFICATION OF AN INCLUSION IN THE HERITAGE REGISTER



Land Titles Office Use Only

**AE698118X**



Section 106(e)  
*Transfer of Lands Act 1958*

Lodged at the Land Titles Office by

*August 11*

*30/10/06*

Code 2439R

## VICTORIA

The Executive Director pursuant to Section 47(1) of the Heritage Act 1995 notifies the Registrar of Titles of an inclusion to the Heritage Register affecting the land described

Land (Title affected)

Certificate of Title Volume 10460 Folio 800

### Details of Entry

Former Yorkshire Brewery  
82 Wellington Street  
Collingwood  
Yarra City Council

Heritage Register Number

807

Date

25 October, 2006

SIGNED for and on behalf of the  
Executive Director

(Signature of authorised officer)

*823*  
31 OCT 2006

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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

**AL246908E**

23/07/2014 \$116.50 173



## Form 18

Lodged by:

Name: MADDOCKS  
Phone: 928 3555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: KAL:LXE:A01C:6036062  
Customer Code: 1167E

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

Land: Volume 10460 Folio 800

Responsible Authority: Yarra City Council of Bridge Road, Richmond, Victoria

Section and Act under which agreement made: Section 173 under the *Planning and Environment Act 1987*

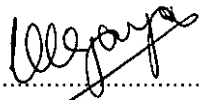
A copy of the Agreement is attached to this Application

Signature for the Authority:

Name of officer:

Position Held:

Date:

  
.....  
VIJAYA VAIDYANATH  
.....  
CHIEF EXECUTIVE OFFICER  
.....  
4/7/2014  
.....



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

Date 4 / 7 / 2014

**Agreement under sections 173 and 177  
of the Planning and Environment Act 1987**

Subject Land: 1-21 Robert Street, Collingwood

**AL246908E**



Yarra City Council  
and

SMA NO 14 PTY LTD  
ACN 138 270 050  
and

Executive Director of Heritage Victoria



Maddocks

## Contents

**AL246908E**

23/07/2014 \$116.50 173



1.	Definitions .....	2
2.	Interpretation .....	4
3.	Owner's specific obligations .....	4
3.1	Car Share Arrangement .....	4
3.2	Bicycle Share Arrangement .....	5
3.3	Requirements of Heritage Victoria .....	5
3.4	Public Open Space Contribution .....	6
4.	Owner's further obligations .....	6
4.1	Notice and registration .....	6
4.2	Further actions .....	6
4.3	Council's costs to be paid .....	6
4.4	Application of Agreement following subdivision .....	6
5.	Agreement under section 173 of the Act .....	6
6.	Owner's warranties .....	7
7.	Successors in title .....	7
8.	General matters .....	7
8.1	Notices .....	7
8.2	No waiver .....	7
8.3	Severability .....	7
8.4	No fettering of Council's powers .....	7
8.5	Inspection of documents .....	8
8.6	Governing law .....	8
9.	Commencement of Agreement .....	8
10.	Ending of Agreement .....	8
11.	Termination of the 1999 Agreement .....	8



Maddocks

# **Agreement under sections 173 and 177 of the Planning and Environment Act 1987**

**Dated** 4 / 7 / 2014

**AL246908E**



## **Parties**

Name	<b>Yarra City Council</b>
Address	333 Bridge Road, Richmond, Victoria
Short name	<b>Council</b>

Name	<b>SMA NO 14 PTY LTD ACN 138 270 050</b>
Address	C/- Boss Private Clients Pty Ltd, Level 2, 428 Little Bourke Street, Melbourne, Victoria
Short name	<b>Owner</b>

Name	<b>Executive Director of Heritage Victoria</b>
Address	1 Spring Street, Melbourne, Victoria
Short name	<b>Executive Director of Heritage Victoria</b>

## **Background**

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Executive Director of Heritage Victoria is responsible for enforcing the *Heritage Act* 1995.
- D. At the direction of the Tribunal, Council issued the Planning Permit, requiring the Owner to enter into this Agreement providing for the matters set out in conditions 4 and 20 of the Planning Permit.
- E. An agreement executed under section 173 of the Act is registered on the Certificate of Title of the Subject Land. This agreement was registered on the Parent Title to the Subject Land on 19 August 1999 in dealing number W235186R (**1999 Agreement**).
- F. The Parties agree that the 1999 Agreement will end and be removed from the Certificate of Title to the Subject Land upon the registration of this Agreement. In accordance with section 177 of the Act, all persons who are bound by a covenant in the 1999 Agreement have consented to the ending of the 1999 Agreement on the Subject Land.



Maddocks

- G. The Parties have agreed on an amount to be paid to Council for the purpose of a Public Open Space Contribution.
- H. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee and a caveat in favour of the Caveator. The Mortgagee and Caveator consent to the Owner entering into this Agreement.
- I. The Parties enter into this Agreement:
  - I.1 to give effect to the Planning Permit and the Heritage Permit;
  - I.2 to record the terms on which the Owner will pay the Public Open Space Contribution;
  - I.3 to end the 1999 Agreement pursuant to section 177 of the Act; and
  - I.4 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

## The Parties agree

### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this Agreement.

**Approved Provider** means an experienced car sharing service or an experienced bicycle sharing service, as the case may be, to the satisfaction of Council.

**Bicycle Share Arrangement** means an arrangement with an Approved Provider and the Owner or the future Owner's Corporation for the Subject Land to ensure the provision, operation and use of Share Bicycles on the Subject Land.

**Car Share Arrangement** means an arrangement with an Approved Provider and the Owner or the future Owner's Corporation for the Subject Land to ensure the provision, operation and use of Car Share Vehicles on the Subject Land.

**Car Share Vehicle** means a vehicle provided by a car sharing service or operator for the purpose of being used as a Share Car.

**Caveator** means the person registered as caveator of the Subject Land.

**Conservation Management Plan** means the conservation plan in respect of the Heritage Place as amended from time to time.

**Conservation Works** means the works required to be carried out by the Owner in accordance with the Conservation Management Plan.

**Current Valuation** means the site value of the Subject Land as at the date the Public Open Space Contribution is paid, as determined by a person who holds the qualifications or experience specified under section 13DA(2) of the *Valuation of Land Act 1960*.

**AL246908E**

23/07/2014 \$116.50 173





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**Development** means the development approved by the Planning Permit.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

**Heritage Buildings** means the existing heritage structures on the Subject Land being a kiln building, the brew tower, the former boiler house and remnant wall, the former cellar and the former stables.

**Heritage Permit** means heritage permit No. P16751, as amended from time to time, issued by the Executive Director of Heritage Victoria on 20 April 2012, authorising partial demolition and adaptation of heritage buildings and construction of new buildings on the Subject Land in accordance with the Heritage Plans.

**Heritage Place** means all the buildings and remnant building of the former Yorkshire Brewery including the tower, stables, internal laneways and ancillary structures and the land as recorded in the Victorian Heritage Register.

**Heritage Plans** means the plans endorsed by the Executive Director of Heritage Victoria from time to time as the plans which form part of the Heritage Permit.

**Lot** means a lot created by a subdivision of the Subject Land.

**Mortgagee** means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land or any part of it.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.

**Owners Corporation** has the same meaning as in the *Subdivision Act* 1988, more particularly being the owners corporation incorporated by registration of a plan of subdivision in respect of the Subject Land.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement.

**Planning Permit** means planning permit No. PLN11/0750, as amended from time to time, issued on 27 March 2013, authorising use and development of the Subject Land in accordance with the Endorsed Plan.

**Planning Scheme** means the Yarra Planning Scheme and any other planning scheme that applies to the Subject Land.

**Public Open Space Contribution** means an amount equal to 5% of the Current Valuation.

**Share Car** means a car owned by the Approved Provider which can be reserved for personal use for periods of time. The car can be picked up at a designated place and returned to that place upon completion of the reservation.

**Share Bicycle** means a bicycle owned by the Approved Provider which can be reserved for personal use for periods of time. The bicycle can be picked up at a designated place and returned to that place upon completion of the reservation.

**Statement of Compliance** means the statement of compliance issued by Council in respect of the subdivision of the Subject Land.

**AL246908E**

23/07/2014 \$116.50 173





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**Subject Land** means the land situated at 1-21 Robert Street, Collingwood being the land referred to in Certificate of Title Volume 10460 Folio 800 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Tribunal** means the Victorian Civil and Administrative Tribunal.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.




---

## 3. Owner's specific obligations

### 3.1 Car Share Arrangement

The Owner covenants and agrees that:

- 3.1.1 the Owner (or the Owner's Corporation with the consent of the Owner) will facilitate and maintain a Car Share Arrangement on the Subject Land with an Approved Provider;
- 3.1.2 the Car Share Arrangement must ensure that Car Share Vehicles are provided on the Subject Land for a minimum period of 10 years commencing from the date of the Car Share Arrangement or prior to the occupation of the last stage of the Development, whichever is the earlier; and
- 3.1.3 except with the prior written consent of Council, upon the occupation of the Development, for the period of time specified in clause 3.1.2, there must be at least 2 Car Share Vehicles provided on the Subject Land,



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all at the full cost of the Owner or the Owner's Corporation to the satisfaction of Council.

### 3.2 Bicycle Share Arrangement

The Owner covenants and agrees that:

- 3.2.1 the Owner (or the Owner's Corporation with the consent of the Owner) will facilitate and maintain a Bicycle Share Arrangement on the Subject Land with an Approved Provider to the satisfaction of Council;
- 3.2.2 the Bicycle Share Arrangement must ensure that at least 7 Share Bicycles are provided on the Subject Land for a minimum period of 10 years commencing from the date of the Bicycle Share Arrangement or prior to the occupation of the last stage of the Development, whichever is the earlier; and
- 3.2.3 except with the prior written consent of Council, upon the occupation of the Development, for the period of time specified in clause 3.2.2, there must be at least 7 Share Bicycles provided on the Subject Land,

all at the full cost of the Owner or the Owner's Corporation to the satisfaction of Council.

### 3.3 Requirements of Heritage Victoria

The Owner covenants and agrees that:

- 3.3.1 the Owner may only develop the Subject Land in accordance with the Heritage Permit and the conditions of the Heritage Permit;
- 3.3.2 the Owner must undertake the Conservation Works in accordance with the Heritage Permit to the satisfaction of Council and the Executive Director of Heritage Victoria;
- 3.3.3 the Owner must not carry out or allow to be carried out any development of the Subject Land which, in the opinion of Council or the Executive Director of Heritage Victoria, adversely affects the cultural heritage significance or characteristics of the Subject Land, other than the Development;
- 3.3.4 the Owner must appoint a qualified conservation architect approved by the Executive Director of Heritage Victoria in writing to supervise the Conservation Works;
- 3.3.5 the Owner must:
  - (a) commission the conservation architect appointed in accordance with clause 3.3.4 to provide written progress reports detailing the completion of the Conservation Works; and
  - (b) provide the written progress reports to Council and the Executive Director of Heritage Victoria every six months from the commencement of the Conservation Works until the Conservation Works are completed to the satisfaction of Council and the Executive Director of Heritage Victoria;
- 3.3.6 the Owner will not make application to Council or the Executive Director of Heritage Victoria to subdivide the Subject Land until the Conservation Works have been completed to the satisfaction of Council and the Executive Director of Heritage Victoria; and







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- 3.3.7 upon completion of the Conservation Works to the satisfaction of Council and the Executive Director of Heritage Victoria, the Owner must maintain the Heritage Buildings to a reasonable and safe standard of repair and condition to the satisfaction of Council and the Executive Director of Heritage Victoria.

### 3.4 Public Open Space Contribution

The Owner covenants and agrees that, prior to the issue of the Statement of Compliance, the Owner must pay the Public Open Space Contribution to Council.

---

## 4. Owner's further obligations

### 4.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

### 4.2 Further actions

The Owner:

- 4.2.1 must do all things necessary to give effect to this Agreement;
- 4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including:
- (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

### 4.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

### 4.4 Application of Agreement following subdivision

If the Subject Land is subdivided, this Agreement must be read and applied so that:

- 4.4.1 in respect of clauses 3.1 and 3.2, each subsequent Owner of a Lot is only responsible for the covenants and obligations relating to that Lot; and
- 4.4.2 in respect of the remainder of the Agreement, the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land.

---

## 5. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.





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## 6. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

## 7. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 7.1 give effect to this Agreement; and
- 7.2 enter into a deed agreeing to be bound by the terms of this Agreement

**AL246908E**

23/07/2014 \$116.50 173



## 8. General matters

### 8.1 Notices

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

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or
- 8.1.5 by email to the person's current email address for service.

### 8.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

### 8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

### 8.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.



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**8.5 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**8.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

**9. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

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**10. Ending of Agreement**

- 10.1 The covenants in clause 3.3 of this Agreement end when the Owner has complied with all of the Owner's obligations under this Agreement as evidenced by letters from Council and the Executive Director of Heritage Victoria to the Owner.
- 10.2 Subject to clause 10.1, this Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.
- 10.3 After the Agreement has ended, Council will, at the Owner's written request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the record of this Agreement.

---

**11. Termination of the 1999 Agreement**

- 11.1 The Parties agree that the 1999 Agreement will end pursuant to Section 177(2) of the Act at the time that the Registrar of Titles makes a recording of this Agreement in the Register, pursuant to section 181(3) of the Act.
- 11.2 After the ending of the 1999 Agreement Council will, at the request and expense of the Owner, inform the Registrar of Titles in the prescribed manner of the ending of the 1999 Agreement pursuant to Section 183(1) of the Act.

**AL246908E**

23/07/2014 \$116.50 173





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## Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed sealed and delivered for and on behalf, and with the authority, of the **Yarra City Council** by the member of Council staff occupying the position or title of or acting in the position of Chief Executive Officer in the presence of:

*[Handwritten signature]*

Witness

*[Handwritten signature]* *[Handwritten signature]*



Executed by **SMA NO 14 PTY LTD ACN 138 270 050** in accordance with section 127(1) of the *Corporations Act 2001*:

*[Handwritten signature]*

Signature of Sole Director and Sole Company Secretary

*[Handwritten signature]*

Print full name

Executed by the Executive Director, Heritage Victoria (Department of Transport, Planning and Local Infrastructure)

Signed

*[Handwritten signature]*

Name

*[Handwritten signature]* STEVEN AVERM

In the presence of

RENAE JARMAN



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### Mortgagee's Consent

Westpac Banking Corporation as Mortgagee under Instrument of mortgage No. AJ471744T consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

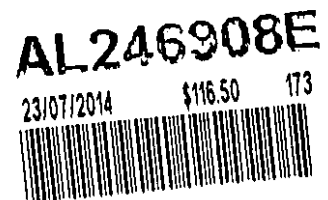
  
Leng Lim

Tier Three Attorney

SIGNED for and on behalf of WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its above Tier Three attorney under General Power of Attorney dated 17 January 2001 a certified copy of which is filed in Permanent Order Book No. 277 at Page 016

Citipower Pty as Caveator of registered caveat No. AK963980E consents to the Owner entering into this Agreement.

*Please refer to next page* .....

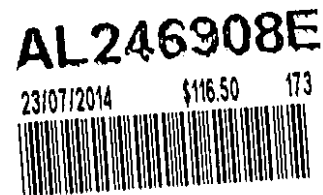




Our Ref: X9029 97AQ3101

10 June 2014

The Registrar of Titles  
Land Titles Office  
Marland House  
570 Bourke Street  
MELBOURNE 3000




Dear Sir/Madam

**CAVEATORS CONSENT - CAVEAT NO AK963980E  
REGISTERED PROPRIETOR – SMA NO 14 PTY LTD  
PROPERTY AT 1-21 ROBERT STREET, COLLINGWOOD  
CERTIFICATE OF TITLE VOLUME 10460 FOLIO 800  
DEALING – SECTION 173 AGREEMENT BETWEEN YARRA CITY  
COUNCIL, SMA NO 14 PTY LTD AND EXECUTIVE DIRECTOR OF  
HERITAGE VICTORIA**

CitiPower Pty of 40 Market Street, Melbourne being the Caveator described in the abovementioned Caveat hereby consent to the registration of the abovementioned dealing.

Should you have any queries or require any additional information, please don't hesitate to contact Ms Jennie Smyth of our Real Estate Division on telephone (03) 9683 4519 or by email [jsmyth@powercor.com.au](mailto:jsmyth@powercor.com.au).

Yours faithfully

  
Simon Lucas  
COMPANY SECRETARY

**REGISTERED OFFICE**

40 Market Street, Melbourne VIC Australia Telephone: (03) 9683 4444 Facsimile: (03) 9683 4499  
Address all Correspondence to: Locked Bag 14031 Melbourne VIC 8001  
Citipower Pty ABN 76 064 651 056 General Enquiries 1300 301 101 [www.citipower.com.au](http://www.citipower.com.au)



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 5**  
**PLAN NO. PS411166X**

The land in PS411166X is affected by 4 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 5, Lots 101A, 102A, 103A, 201A, 202A, 203A, 301A, 302A, 303A, 401A, 501A, 601A, G02A, G03A.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

SUITE 2 LEVEL 2 51-65 CLARKE STREET SOUTHBANK VIC 3006

PS411166X/D5 01/12/2023

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. OC027416R 17/09/2015

### Additional Owners Corporation Information:

OC027414V 17/09/2015

### Notations:

Folio of the Register for Common Property No. 5 is in the name of Owners Corporation 1. Members of Owners Corporation 5 are also affected by Owners Corporation 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 5	0	0
Lot 101A	69	69
Lot 102A	42	42
Lot 103A	49	49
Lot 201A	85	85
Lot 202A	42	42



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 5**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 203A	49	49
Lot 301A	90	90
Lot 302A	50	50
Lot 303A	48	48
Lot 401A	95	95
Lot 501A	100	100
Lot 601A	200	200
Lot G02A	47	47
Lot G03A	50	50
<b>Total</b>	<b>1016.00</b>	<b>1016.00</b>

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

Statement End.





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 5**  
**PLAN NO. PS411166X**

The land in PS411166X is affected by 4 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 5, Lots 101A, 102A, 103A, 201A, 202A, 203A, 301A, 302A, 303A, 401A, 501A, 601A, G02A, G03A.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

SUITE 2 LEVEL 2 51-65 CLARKE STREET SOUTHBANK VIC 3006

PS411166X/D5 01/12/2023

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. OC027416R 17/09/2015

### Additional Owners Corporation Information:

OC027414V 17/09/2015

### Notations:

Folio of the Register for Common Property No. 5 is in the name of Owners Corporation 1. Members of Owners Corporation 5 are also affected by Owners Corporation 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 5	0	0
Lot 101A	69	69
Lot 102A	42	42
Lot 103A	49	49
Lot 201A	85	85
Lot 202A	42	42



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 5**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 203A	49	49
Lot 301A	90	90
Lot 302A	50	50
Lot 303A	48	48
Lot 401A	95	95
Lot 501A	100	100
Lot 601A	200	200
Lot G02A	47	47
Lot G03A	50	50
<b>Total</b>	<b>1016.00</b>	<b>1016.00</b>

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

Statement End.



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Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 2**  
**PLAN NO. PS411166X**

The land in PS411166X is affected by 4 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 201E, 202E, 203E, 204E, 205E, 206E, 207E, 208E, 209E, 210E, 211E, 212E, 213E, 214E, 301E, 302E, 303E, 304E, 305E, 306E, 307E, 308E, 309E, 310E, 311E, 312E, 313E, 401E, 402E, 403E, 404E, 405E, 406E, 407E, 501E, 502E, 503E, 504E, 505E, 506E, 507E, 601E, 602E, 603E, 604E, 605E, 606E, 607E, 701E, 702E, 703E, 704E, 705E, 706E, 707E, 801E, 802E, 803E, 804E, 805E, 806E, 807E, 901E, 902E, 903E, 904E, 905E, 906E, 907E, 1001E, 1002E, 1003E, 1004E, 1005E, 1006E, 1007E, 1101E, 1102E, 1103E, 1104E, 1105E, 1106E, 1107E, 1201EB, 1202E, 1203E, 1204E, 1205E, 1206E, 1207EA, 1301E, 1302E, 1303E, 1304E, 1305E, 1306E, 1307E, G10E, G11E, G13E, G14E, G15E, G16E, G17E, G18E, G19E, G02E, G03E, G04E, G05E, G06E, G07E, G08E, G09E, P100, P101, S6, S7.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

LEVEL 13 222 KINGS WAY SOUTH MELBOURNE VIC 3205

PS411166X/D5 01/12/2023

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. OC028345H 25/11/2015

### Additional Owners Corporation Information:

OC028344K 25/11/2015

### Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 201E	43	43
Lot 202E	44	44



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 2**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 203E	46	46
Lot 204E	39	39
Lot 205E	40	40
Lot 206E	40	40
Lot 207E	59	59
Lot 208E	95	95
Lot 209E	43	43
Lot 210E	43	43
Lot 211E	48	48
Lot 212E	43	43
Lot 213E	44	44
Lot 214E	54	54
Lot 301E	43	43
Lot 302E	59	59
Lot 303E	56	56
Lot 304E	40	40
Lot 305E	40	40
Lot 306E	59	59
Lot 307E	99	99
Lot 308E	43	43
Lot 309E	43	43
Lot 310E	49	49
Lot 311E	43	43
Lot 312E	44	44
Lot 313E	55	55
Lot 401E	45	45
Lot 402E	59	59
Lot 403E	56	56
Lot 404E	42	42



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 2**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 405E	63	63
Lot 406E	60	60
Lot 407E	46	46
Lot 501E	45	45
Lot 502E	60	60
Lot 503E	46	46
Lot 504E	42	42
Lot 505E	65	65
Lot 506E	61	61
Lot 507E	46	46
Lot 601E	45	45
Lot 602E	60	60
Lot 603E	57	57
Lot 604E	40	40
Lot 605E	65	65
Lot 606E	61	61
Lot 607E	46	46
Lot 701E	45	45
Lot 702E	57	57
Lot 703E	56	56
Lot 704E	39	39
Lot 705E	63	63
Lot 706E	60	60
Lot 707E	44	44
Lot 801E	46	46
Lot 802E	62	62
Lot 803E	59	59
Lot 804E	41	41
Lot 805E	68	68



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 2**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 806E	64	64
Lot 807E	47	47
Lot 901E	47	47
Lot 902E	63	63
Lot 903E	60	60
Lot 904E	41	41
Lot 905E	69	69
Lot 906E	67	67
Lot 907E	48	48
Lot 1001E	46	46
Lot 1002E	59	59
Lot 1003E	57	57
Lot 1004E	41	41
Lot 1005E	67	67
Lot 1006E	64	64
Lot 1007E	44	44
Lot 1101E	48	48
Lot 1102E	65	65
Lot 1103E	61	61
Lot 1104E	43	43
Lot 1105E	71	71
Lot 1106E	67	67
Lot 1107E	49	49
Lot 1201EB	44	44
Lot 1202E	68	68
Lot 1203E	65	65
Lot 1204E	44	44
Lot 1205E	74	74
Lot 1206E	70	70



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 2**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1207EA	45	45
Lot 1301E	49	49
Lot 1302E	69	69
Lot 1303E	64	64
Lot 1304E	46	46
Lot 1305E	75	75
Lot 1306E	71	71
Lot 1307E	50	50
Lot G10E	77	77
Lot G11E	77	77
Lot G13E	74	74
Lot G14E	74	74
Lot G15E	74	74
Lot G16E	95	95
Lot G17E	95	95
Lot G18E	70	70
Lot G19E	70	70
Lot G02E	81	81
Lot G03E	82	82
Lot G04E	82	82
Lot G05E	78	78
Lot G06E	78	78
Lot G07E	78	78
Lot G08E	80	80
Lot G09E	77	77
Lot P100	4	4
Lot P101	4	4
Lot S6	1	1
Lot S7	1	1



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 2**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
<b>Total</b>	<b>6578.00</b>	<b>6578.00</b>

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

Statement End.





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

The land in PS411166X is affected by 4 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1, 2, 4, 5, Lots 101A, 101B, 101CA, 101D, 101E, 102A, 102B, 102C, 102D, 103A, 103B, 103C, 103D, 104B, 104D, 105B, 105D, 106B, 106D, 107B, 107D, 108D, 109D, 201A, 201B, 201D, 201E, 202A, 202B, 202D, 202E, 203A, 203B, 203D, 203E, 204B, 204D, 204E, 205B, 205D, 205E, 206B, 206D, 206E, 207B, 207D, 207E, 208B, 208D, 208E, 209B, 209D, 209E, 210D, 210E, 211D, 211E, 212D, 212E, 213E, 214E, 301A, 301B, 301D, 301E, 302A, 302B, 302D, 302E, 303A, 303B, 303D, 303E, 304B, 304D, 304E, 305B, 305D, 305E, 306B, 306D, 306E, 307B, 307D, 307E, 308DA, 308E, 309D, 309E, 310D, 310E, 311D, 311E, 312E, 313E, 401A, 401B, 401D, 401E, 402B, 402D, 402E, 403B, 403D, 403E, 404B, 404D, 404E, 405B, 405D, 405E, 406B, 406D, 406E, 407B, 407D, 407E, 408D, 409D, 410D, 411D, 501A, 501B, 501D, 501E, 502B, 502D, 502E, 503B, 503D, 503E, 504B, 504D, 504E, 505B, 505D, 505E, 506D, 506E, 507D, 507E, 508D, 509D, 510D, 511D, 601A, 601B, 601D, 601E, 602B, 602D, 602E, 603B, 603D, 603E, 604B, 604D, 604E, 605B, 605D, 605E, 606D, 606E, 607D, 607E, 608D, 609D, 610D, 701B, 701D, 701E, 702B, 702D, 702E, 703B, 703D, 703E, 704B, 704D, 704E, 705B, 705D, 705E, 706D, 706E, 707D, 707E, 708D, 709D, 710DA, 711D, 801B, 801D, 801E, 802B, 802D, 802E, 803B, 803D, 803E, 804B, 804D, 804E, 805B, 805D, 805E, 806D, 806E, 807D, 807E, 808D, 809D, 810D, 811D, 901D, 901E, 902D, 902E, 903D, 903E, 904D, 904E, 905D, 905E, 906D, 906E, 907D, 907E, 908D, 909D, 910DA, 911D, 1001D, 1001E, 1002D, 1002E, 1003D, 1003E, 1004D, 1004E, 1005D, 1005E, 1006D, 1006E, 1007D, 1007E, 1008D, 1009D, 1101D, 1101E, 1102D, 1102E, 1103D, 1103E, 1104D, 1104E, 1105D, 1105E, 1106D, 1106E, 1107D, 1107E, 1108D, 1109D, 1110D, 1201D, 1201EB, 1202D, 1202E, 1203D, 1203E, 1204D, 1204E, 1205D, 1205E, 1206D, 1206E, 1207D, 1207EA, 1208D, 1209D, 1210D, 1301D, 1301E, 1302D, 1302E, 1303D, 1303E, 1304D, 1304E, 1305D, 1305E, 1306D, 1306E, 1307D, 1307E, 1308D, 1401D, 1402D, 1403D, 1404D, 1405D, 1406D, 1407D, 1408D, 1409D, 1501D, 1502D, 1503D, 1504D, 1505D, 1506DA, 1507D, 1508D, 1509D, 1601D, 1602D, 1603D, 1604D, 1605DA, 1606D, 1607D, 1608D, 1609D, G01A, G01B, G01C, G01D, G01E, G10E, G11E, G12E, G13E, G14E, G15E, G16E, G17E, G18E, G19E, G02A, G02B, G02C, G02D, G02E, G03A, G03B, G03C, G03D, G03E, G04B, G04E, G05B, G05E, G06B, G06E, G07B, G07E, G08E, G09E, GS1, GS2, GS3, GS4, GS5, GS6, GS7, GS8, GS9, GS10, GS11, GS12, GS13, GS14, GS15, GS16, GS17, GS18, GS19, GS20, GS21, GS22, GS23, GS24, GS25, GS26, GS27, GS28, GS29, GS30, GS31, GS32, GS33, GS34, GS35, GS36, GS37, GS38, GS39, GS40, GS41, GS42, GS43, GS44, GS45, GS46, GS47, GS48, GS49, GS50, GS51, GS52, GS53, GS54, GS55, GS56, GS57, GS58, GS59, GS60, GS61, GS62, GS63, GS64, GS65, GS66, GS67, GS68, GS69, GS70, GS71, GS72, GS73, GS74, GS75, GS76, GS77, GS78, GS79, GS80, GS81, GS82, GS83, GS84, GS85, GS86, GS87, GS88, GS89, GS90, GS91, GS92, GS93, GS94, GS95, GS96, GS97, GS98, GS99, GS100, GS101, GS102, GS103, GS104, GS105, GS106, GS107, GS108, GS109, GS110, GS111, GS112, GS113, GS114, GS115, GS116, GS117, GS118, GS119, GS120, GS121, GS122, P100, P101, S6, S7.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

LEVEL 13 KINGS WAY SOUTH MELBOURNE VIC 3205

PS411166X/D5 01/12/2023

### 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



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Owners Corporation Rules:

1. OC027415T 17/09/2015

### Additional Owners Corporation Information:

OC027413X 17/09/2015

### Notations:

Only the members of Owners Corporation No. 2 are entitled to use Common Property No. 2 Only the members of Owners Corporation No. 4 are entitled to use Common Property No. 4 Only the members of Owners Corporation No. 5 are entitled to use Common Property No. 5

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 4	0	0
Common Property 5	0	0
Lot 101A	69	69
Lot 101B	48	48
Lot 101CA	96	96
Lot 101D	53	53
Lot 101E	12	2
Lot 102A	42	42
Lot 102B	44	44
Lot 102C	95	95
Lot 102D	42	42
Lot 103A	50	50
Lot 103B	65	65
Lot 103C	99	99
Lot 103D	64	64
Lot 104B	42	42
Lot 104D	63	63
Lot 105B	57	57
Lot 105D	53	53
Lot 106B	42	42



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106D	66	66
Lot 107B	54	54
Lot 107D	60	60
Lot 108D	60	60
Lot 109D	54	54
Lot 201A	86	86
Lot 201B	50	50
Lot 201D	52	52
Lot 201E	44	44
Lot 202A	42	42
Lot 202B	45	45
Lot 202D	43	43
Lot 202E	45	45
Lot 203A	49	49
Lot 203B	66	66
Lot 203D	43	43
Lot 203E	46	46
Lot 204B	43	43
Lot 204D	73	73
Lot 204E	39	39
Lot 205B	58	58
Lot 205D	42	42
Lot 205E	40	40
Lot 206B	100	100
Lot 206D	61	61
Lot 206E	40	40
Lot 207B	100	100
Lot 207D	61	61
Lot 207E	59	59



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 208B	42	42
Lot 208D	42	42
Lot 208E	96	96
Lot 209B	55	55
Lot 209D	40	40
Lot 209E	44	44
Lot 210D	41	41
Lot 210E	44	44
Lot 211D	61	61
Lot 211E	48	48
Lot 212D	62	62
Lot 212E	44	44
Lot 213E	44	44
Lot 214E	55	55
Lot 301A	91	91
Lot 301B	49	49
Lot 301D	63	63
Lot 301E	44	44
Lot 302A	51	51
Lot 302B	46	46
Lot 302D	42	42
Lot 302E	60	60
Lot 303A	49	49
Lot 303B	67	67
Lot 303D	54	54
Lot 303E	56	56
Lot 304B	43	43
Lot 304D	43	43
Lot 304E	40	40



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 305B	59	59
Lot 305D	62	62
Lot 305E	40	40
Lot 306B	43	43
Lot 306D	62	62
Lot 306E	59	59
Lot 307B	60	60
Lot 307D	42	42
Lot 307E	99	99
Lot 308DA	37	37
Lot 308E	44	44
Lot 309D	41	41
Lot 309E	44	44
Lot 310D	63	63
Lot 310E	49	49
Lot 311D	62	62
Lot 311E	44	44
Lot 312E	44	44
Lot 313E	56	56
Lot 401A	96	96
Lot 401B	50	50
Lot 401D	64	64
Lot 401E	46	46
Lot 402B	47	47
Lot 402D	42	42
Lot 402E	59	59
Lot 403B	69	69
Lot 403D	55	55
Lot 403E	57	57



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 404B	44	44
Lot 404D	43	43
Lot 404E	42	42
Lot 405B	60	60
Lot 405D	63	63
Lot 405E	63	63
Lot 406B	45	45
Lot 406D	63	63
Lot 406E	60	60
Lot 407B	56	56
Lot 407D	49	49
Lot 407E	46	46
Lot 408D	44	44
Lot 409D	44	44
Lot 410D	64	64
Lot 411D	63	63
Lot 501A	101	101
Lot 501B	71	71
Lot 501D	66	66
Lot 501E	45	45
Lot 502B	47	47
Lot 502D	44	44
Lot 502E	61	61
Lot 503B	70	70
Lot 503D	55	55
Lot 503E	46	46
Lot 504B	45	45
Lot 504D	44	44
Lot 504E	42	42



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 505B	61	61
Lot 505D	65	65
Lot 505E	65	65
Lot 506D	65	65
Lot 506E	61	61
Lot 507D	50	50
Lot 507E	47	47
Lot 508D	44	44
Lot 509D	44	44
Lot 510D	65	65
Lot 511D	64	64
Lot 601A	201	201
Lot 601B	72	72
Lot 601D	68	68
Lot 601E	46	46
Lot 602B	48	48
Lot 602D	68	68
Lot 602E	61	61
Lot 603B	70	70
Lot 603D	42	42
Lot 603E	58	58
Lot 604B	45	45
Lot 604D	60	60
Lot 604E	41	41
Lot 605B	62	62
Lot 605D	60	60
Lot 605E	65	65
Lot 606D	43	43
Lot 606E	61	61



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 607D	43	43
Lot 607E	46	46
Lot 608D	43	43
Lot 609D	60	60
Lot 610D	60	60
Lot 701B	73	73
Lot 701D	61	61
Lot 701E	45	45
Lot 702B	48	48
Lot 702D	44	44
Lot 702E	58	58
Lot 703B	72	72
Lot 703D	67	67
Lot 703E	57	57
Lot 704B	45	45
Lot 704D	45	45
Lot 704E	39	39
Lot 705B	63	63
Lot 705D	67	67
Lot 705E	63	63
Lot 706D	66	66
Lot 706E	60	60
Lot 707D	47	47
Lot 707E	44	44
Lot 708D	49	49
Lot 709D	44	44
Lot 710DA	67	67
Lot 711D	67	67
Lot 801B	74	74





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 801D	62	62
Lot 801E	46	46
Lot 802B	48	48
Lot 802D	44	44
Lot 802E	62	62
Lot 803B	73	73
Lot 803D	68	68
Lot 803E	60	60
Lot 804B	46	46
Lot 804D	45	45
Lot 804E	41	41
Lot 805B	65	65
Lot 805D	68	68
Lot 805E	68	68
Lot 806D	68	68
Lot 806E	64	64
Lot 807D	47	47
Lot 807E	48	48
Lot 808D	48	48
Lot 809D	45	45
Lot 810D	67	67
Lot 811D	68	68
Lot 901D	63	63
Lot 901E	48	48
Lot 902D	44	44
Lot 902E	64	64
Lot 903D	69	69
Lot 903E	61	61
Lot 904D	46	46



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 904E	41	41
Lot 905D	68	68
Lot 905E	69	69
Lot 906D	68	68
Lot 906E	67	67
Lot 907D	48	48
Lot 907E	49	49
Lot 908D	49	49
Lot 909D	46	46
Lot 910DA	69	69
Lot 911D	69	69
Lot 1001D	73	73
Lot 1001E	47	47
Lot 1002D	73	73
Lot 1002E	60	60
Lot 1003D	44	44
Lot 1003E	57	57
Lot 1004D	65	65
Lot 1004E	41	41
Lot 1005D	65	65
Lot 1005E	67	67
Lot 1006D	46	46
Lot 1006E	64	64
Lot 1007D	80	80
Lot 1007E	44	44
Lot 1008D	65	65
Lot 1009D	64	64
Lot 1101D	70	70
Lot 1101E	48	48



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1102D	44	44
Lot 1102E	66	66
Lot 1103D	59	59
Lot 1103E	62	62
Lot 1104D	48	48
Lot 1104E	43	43
Lot 1105D	71	71
Lot 1105E	71	71
Lot 1106D	70	70
Lot 1106E	68	68
Lot 1107D	59	59
Lot 1107E	50	50
Lot 1108D	95	95
Lot 1109D	70	70
Lot 1110D	71	71
Lot 1201D	71	71
Lot 1201EB	45	45
Lot 1202D	45	45
Lot 1202E	69	69
Lot 1203D	60	60
Lot 1203E	66	66
Lot 1204D	48	48
Lot 1204E	44	44
Lot 1205D	72	72
Lot 1205E	74	74
Lot 1206D	71	71
Lot 1206E	71	71
Lot 1207D	60	60
Lot 1207EA	46	46



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1208D	97	97
Lot 1209D	71	71
Lot 1210D	71	71
Lot 1301D	74	74
Lot 1301E	50	50
Lot 1302D	75	75
Lot 1302E	70	70
Lot 1303D	46	46
Lot 1303E	65	65
Lot 1304D	68	68
Lot 1304E	46	46
Lot 1305D	73	73
Lot 1305E	75	75
Lot 1306D	48	48
Lot 1306E	71	71
Lot 1307D	66	66
Lot 1307E	51	51
Lot 1308D	67	67
Lot 1401D	67	67
Lot 1402D	45	45
Lot 1403D	73	73
Lot 1404D	49	49
Lot 1405D	74	74
Lot 1406D	75	75
Lot 1407D	53	53
Lot 1408D	74	74
Lot 1409D	74	74
Lot 1501D	68	68
Lot 1502D	47	47



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1503D	74	74
Lot 1504D	50	50
Lot 1505D	75	75
Lot 1506DA	76	76
Lot 1507D	53	53
Lot 1508D	75	75
Lot 1509D	75	75
Lot 1601D	69	69
Lot 1602D	47	47
Lot 1603D	76	76
Lot 1604D	50	50
Lot 1605DA	76	76
Lot 1606D	77	77
Lot 1607D	54	54
Lot 1608D	76	76
Lot 1609D	75	75
Lot G01A	45	34
Lot G01B	48	48
Lot G01C	63	63
Lot G01D	30	30
Lot G01E	15	9
Lot G10E	78	78
Lot G11E	78	78
Lot G12E	79	79
Lot G13E	74	74
Lot G14E	74	74
Lot G15E	74	74
Lot G16E	95	95
Lot G17E	95	95



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G18E	70	70
Lot G19E	70	70
Lot G02A	47	47
Lot G02B	45	45
Lot G02C	52	52
Lot G02D	54	54
Lot G02E	82	82
Lot G03A	51	51
Lot G03B	65	65
Lot G03C	60	60
Lot G03D	57	57
Lot G03E	83	83
Lot G04B	58	58
Lot G04E	83	83
Lot G05B	105	105
Lot G05E	78	78
Lot G06B	105	105
Lot G06E	79	79
Lot G07B	63	63
Lot G07E	79	79
Lot G08E	80	80
Lot G09E	77	77
Lot GS1	1	1
Lot GS2	1	1
Lot GS3	1	1
Lot GS4	1	1
Lot GS5	1	1
Lot GS6	1	1
Lot GS7	1	1



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS411166X

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot GS8	1	1
Lot GS9	1	1
Lot GS10	1	1
Lot GS11	1	1
Lot GS12	1	1
Lot GS13	1	1
Lot GS14	1	1
Lot GS15	1	1
Lot GS16	1	1
Lot GS17	1	1
Lot GS18	1	1
Lot GS19	1	1
Lot GS20	1	1
Lot GS21	1	1
Lot GS22	1	1
Lot GS23	1	1
Lot GS24	1	1
Lot GS25	1	1
Lot GS26	1	1
Lot GS27	1	1
Lot GS28	1	1
Lot GS29	1	1
Lot GS30	1	1
Lot GS31	1	1
Lot GS32	1	1
Lot GS33	1	1
Lot GS34	1	1
Lot GS35	1	1
Lot GS36	1	1



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS411166X

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot GS37	1	1
Lot GS38	1	1
Lot GS39	1	1
Lot GS40	1	1
Lot GS41	1	1
Lot GS42	1	1
Lot GS43	1	1
Lot GS44	1	1
Lot GS45	1	1
Lot GS46	1	1
Lot GS47	1	1
Lot GS48	1	1
Lot GS49	1	1
Lot GS50	1	1
Lot GS51	1	1
Lot GS52	1	1
Lot GS53	1	1
Lot GS54	1	1
Lot GS55	1	1
Lot GS56	1	1
Lot GS57	1	1
Lot GS58	1	1
Lot GS59	1	1
Lot GS60	1	1
Lot GS61	1	1
Lot GS62	1	1
Lot GS63	1	1
Lot GS64	1	1
Lot GS65	1	1





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot GS66	1	1
Lot GS67	1	1
Lot GS68	1	1
Lot GS69	1	1
Lot GS70	1	1
Lot GS71	1	1
Lot GS72	1	1
Lot GS73	1	1
Lot GS74	1	1
Lot GS75	1	1
Lot GS76	1	1
Lot GS77	1	1
Lot GS78	1	1
Lot GS79	1	1
Lot GS80	1	1
Lot GS81	1	1
Lot GS82	1	1
Lot GS83	1	1
Lot GS84	1	1
Lot GS85	1	1
Lot GS86	1	1
Lot GS87	1	1
Lot GS88	1	1
Lot GS89	1	1
Lot GS90	1	1
Lot GS91	1	1
Lot GS92	1	1
Lot GS93	1	1
Lot GS94	1	1



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot GS95	1	1
Lot GS96	1	1
Lot GS97	1	1
Lot GS98	1	1
Lot GS99	1	1
Lot GS100	1	1
Lot GS101	1	1
Lot GS102	1	1
Lot GS103	1	1
Lot GS104	1	1
Lot GS105	1	1
Lot GS106	1	1
Lot GS107	1	1
Lot GS108	1	1
Lot GS109	1	1
Lot GS110	1	1
Lot GS111	1	1
Lot GS112	1	1
Lot GS113	1	1
Lot GS114	1	1
Lot GS115	1	1
Lot GS116	1	1
Lot GS117	1	1
Lot GS118	1	1
Lot GS119	1	1
Lot GS120	1	1
Lot GS121	1	1
Lot GS122	1	1
Lot P100	4	4



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot P101	4	4
Lot S6	1	1
Lot S7	1	1
<b>Total</b>	<b>21408.00</b>	<b>21381.00</b>

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

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 4**  
**PLAN NO. PS411166X**

The land in PS411166X is affected by 4 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 4, Lots 101CA, 101D, 102C, 102D, 103C, 103D, 104D, 105D, 106D, 107D, 108D, 109D, 201D, 202D, 203D, 204D, 205D, 206D, 207D, 208D, 209D, 210D, 211D, 212D, 301D, 302D, 303D, 304D, 305D, 306D, 307D, 308DA, 309D, 310D, 311D, 401D, 402D, 403D, 404D, 405D, 406D, 407D, 408D, 409D, 410D, 411D, 501D, 502D, 503D, 504D, 505D, 506D, 507D, 508D, 509D, 510D, 511D, 601D, 602D, 603D, 604D, 605D, 606D, 607D, 608D, 609D, 610D, 701D, 702D, 703D, 704D, 705D, 706D, 707D, 708D, 709D, 710DA, 711D, 801D, 802D, 803D, 804D, 805D, 806D, 807D, 808D, 809D, 810D, 811D, 901D, 902D, 903D, 904D, 905D, 906D, 907D, 908D, 909D, 910DA, 911D, 1001D, 1002D, 1003D, 1004D, 1005D, 1006D, 1007D, 1008D, 1009D, 1101D, 1102D, 1103D, 1104D, 1105D, 1106D, 1107D, 1108D, 1109D, 1110D, 1201D, 1202D, 1203D, 1204D, 1205D, 1206D, 1207D, 1208D, 1209D, 1210D, 1301D, 1302D, 1303D, 1304D, 1305D, 1306D, 1307D, 1308D, 1401D, 1402D, 1403D, 1404D, 1405D, 1406D, 1407D, 1408D, 1409D, 1501D, 1502D, 1503D, 1504D, 1505D, 1506DA, 1507D, 1508D, 1509D, 1601D, 1602D, 1603D, 1604D, 1605DA, 1606D, 1607D, 1608D, 1609D, G01C, G01D, G12E, G02C, G02D, G03C, G03D.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

LEVEL 13 222 KINGS WAY SOUTH MELBOURNE VIC 3205

PS411166X/D5 01/12/2023

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. PS411166X 09/08/1999
2. OC027419K 17/09/2015

### Additional Owners Corporation Information:

OC027418M 17/09/2015

### Notations:

Folio of the Register for Common Property No. 4 is in the name of Owners Corporation 1. Members of Owners Corporation 4 are also affected by Owners Corporation 1.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 4**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 101CA	95	95
Lot 101D	53	53
Lot 102C	94	94
Lot 102D	42	42
Lot 103C	99	99
Lot 103D	63	63
Lot 104D	63	63
Lot 105D	52	52
Lot 106D	65	65
Lot 107D	60	60
Lot 108D	60	60
Lot 109D	54	54
Lot 201D	52	52
Lot 202D	43	43
Lot 203D	43	43
Lot 204D	72	72
Lot 205D	42	42
Lot 206D	61	61
Lot 207D	61	61
Lot 208D	42	42
Lot 209D	40	40
Lot 210D	41	41
Lot 211D	61	61
Lot 212D	61	61
Lot 301D	63	63
Lot 302D	41	41
Lot 303D	54	54
Lot 304D	43	43



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 4**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 305D	62	62
Lot 306D	62	62
Lot 307D	42	42
Lot 308DA	37	37
Lot 309D	41	41
Lot 310D	62	62
Lot 311D	62	62
Lot 401D	64	64
Lot 402D	42	42
Lot 403D	55	55
Lot 404D	43	43
Lot 405D	63	63
Lot 406D	63	63
Lot 407D	49	49
Lot 408D	44	44
Lot 409D	44	44
Lot 410D	63	63
Lot 411D	63	63
Lot 501D	65	65
Lot 502D	43	43
Lot 503D	55	55
Lot 504D	44	44
Lot 505D	64	64
Lot 506D	64	64
Lot 507D	49	49
Lot 508D	44	44
Lot 509D	44	44
Lot 510D	64	64
Lot 511D	64	64



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 4**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 601D	68	68
Lot 602D	68	68
Lot 603D	42	42
Lot 604D	60	60
Lot 605D	60	60
Lot 606D	43	43
Lot 607D	43	43
Lot 608D	43	43
Lot 609D	60	60
Lot 610D	60	60
Lot 701D	60	60
Lot 702D	44	44
Lot 703D	66	66
Lot 704D	45	45
Lot 705D	66	66
Lot 706D	66	66
Lot 707D	46	46
Lot 708D	48	48
Lot 709D	44	44
Lot 710DA	66	66
Lot 711D	66	66
Lot 801D	61	61
Lot 802D	44	44
Lot 803D	67	67
Lot 804D	45	45
Lot 805D	67	67
Lot 806D	67	67
Lot 807D	46	46
Lot 808D	48	48



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 4  
PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 809D	45	45
Lot 810D	67	67
Lot 811D	67	67
Lot 901D	62	62
Lot 902D	44	44
Lot 903D	68	68
Lot 904D	46	46
Lot 905D	68	68
Lot 906D	68	68
Lot 907D	47	47
Lot 908D	49	49
Lot 909D	45	45
Lot 910DA	68	68
Lot 911D	68	68
Lot 1001D	72	72
Lot 1002D	72	72
Lot 1003D	44	44
Lot 1004D	64	64
Lot 1005D	64	64
Lot 1006D	46	46
Lot 1007D	79	79
Lot 1008D	64	64
Lot 1009D	64	64
Lot 1101D	69	69
Lot 1102D	44	44
Lot 1103D	58	58
Lot 1104D	47	47
Lot 1105D	70	70
Lot 1106D	70	70





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 4**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1107D	58	58
Lot 1108D	95	95
Lot 1109D	70	70
Lot 1110D	70	70
Lot 1201D	70	70
Lot 1202D	45	45
Lot 1203D	59	59
Lot 1204D	47	47
Lot 1205D	71	71
Lot 1206D	71	71
Lot 1207D	59	59
Lot 1208D	96	96
Lot 1209D	71	71
Lot 1210D	71	71
Lot 1301D	74	74
Lot 1302D	74	74
Lot 1303D	45	45
Lot 1304D	67	67
Lot 1305D	73	73
Lot 1306D	47	47
Lot 1307D	66	66
Lot 1308D	66	66
Lot 1401D	67	67
Lot 1402D	45	45
Lot 1403D	73	73
Lot 1404D	48	48
Lot 1405D	73	73
Lot 1406D	74	74
Lot 1407D	52	52



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 4**  
**PLAN NO. PS411166X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1408D	73	73
Lot 1409D	73	73
Lot 1501D	68	68
Lot 1502D	46	46
Lot 1503D	74	74
Lot 1504D	49	49
Lot 1505D	74	74
Lot 1506DA	75	75
Lot 1507D	52	52
Lot 1508D	74	74
Lot 1509D	74	74
Lot 1601D	69	69
Lot 1602D	46	46
Lot 1603D	75	75
Lot 1604D	49	49
Lot 1605DA	75	75
Lot 1606D	76	76
Lot 1607D	53	53
Lot 1608D	75	75
Lot 1609D	75	75
Lot G01C	62	62
Lot G01D	30	30
Lot G12E	79	79
Lot G02C	52	52
Lot G02D	54	54
Lot G03C	60	60
Lot G03D	57	57
<b>Total</b>	<b>10145.00</b>	<b>10145.00</b>



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 13/06/2025 01:29:20 PM

**OWNERS CORPORATION 4**  
**PLAN NO. PS411166X**

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.

# OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporation Act 2006 &  
Regulation 11 Owners Corporations Regulations 2018

**Owners Corporation No:** 1 **P. S No.** 411166X

**Vendor:** Caitlin Guilfoyle

**Purchaser:**

**Reference:**

**Applicant for the Certificate is:** Meadow Heights Conveyancing – Seda Ali

**Address for delivery of Certificate:** info@mhconveyancing.com.au

**Date the application was received:** 17<sup>th</sup> June 2025

**The information on this certificate was issued on:** 24<sup>th</sup> June 2025

This certificate is issued for **Lot 302D** on Plan No.1 411166X the postal address of which is **Unit 302D/21 Robert Street, Collingwood, VIC, 3066.**

1. The present fees for the above lot are **\$3,538.08** per annum inclusive of GST; paid quarterly on 1<sup>st</sup> July, 1<sup>st</sup> October, 1<sup>st</sup> January, & 1<sup>st</sup> April each year.

Admin Fund (P.A.)	<b>\$3,025.12</b>
Maintenance Fund (P.A.)	<b>\$512.96</b>

2. 2.1 Admin Fund Fees are currently paid to **30<sup>th</sup> June 2025.**  
2.2 Maintenance Fund Fees are currently paid to **30<sup>th</sup> June 2025.**

3. 3.1 Unpaid fees and levies, including GST and interest now total

*Administrative Fund*

Quarterly Admin/Maintenance Levy	\$717.92
01/07/25-30/09/25	
Interest owing	\$0.00
<b>Total amount owing</b>	<b>\$717.92</b>

*Maintenance Fund*

Quarterly Admin/Maintenance Levy	\$75.63
01/07/25-30/09/25	
Interest owing	\$0.00
<b>Total amount owing</b>	<b>\$75.63</b>

**Total Amount Owing** **\$793.55**

## 3.2 Prepaid levies including GST now total

<b>Amount Prepaid</b>	<b>\$0.00</b>
-----------------------	---------------

**\*\*\*\* Payment Method Details : \*\*\*\* (If applicable)**

<b>Biller Code</b>	<b>96503</b>
<b>Reference Number</b>	<b>24867524110000113956</b>

**Payment Note ; Where there are any arrears or fees owing for the Lot, please check current balance prior to settlement ; as if the arrears have been referred to debt collection, recovery fees and legal fees will continue to accrue and increase the amount owed, until all amounts owing are paid in full ; and all debts remain with the Lot until paid in full, regardless of any change in owner.**

4. The following special fees or levies will be struck and will become due and payable:  
*None others to our knowledge*
5. 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.  
*None to our knowledge*
6. **Interest on arrears:**  
As per section 29 of the Owners Corporation Act 2006, the Owners Corporation is charging interest on all outstanding fees and charges that are still outstanding after the due date at the maximum rate allowed under the Penalty Interest Rates Act 1983.
7. The Owners Corporation presently has the following insurance cover:

<b>Name of Company</b>	CHU STRATA INSURANCE
<b>No. of Policy</b>	93212196
<b>Building</b>	\$124,954,830
<b>Common Contents</b>	\$1,946,500
<b>Machinery Breakdown</b>	\$100,000
<b>Consequential Loss</b>	\$29,197,500
<b>Crime Insurance</b>	\$100,000
<b>General Liability – Personal Injury</b>	\$20,000,000
<b>General Liability – Property Damage</b>	\$20,000,000
<b>Management Committee Liability</b>	\$1,000,000
<b>Audit Expenses</b>	\$30,000
<b>Appeal Expenses</b>	\$150,000
<b>Voluntary Workers</b>	\$200,000
<b>Renewal Date</b>	16 October 2025

7. The total fund held by the Owners Corporation (including any investment accounts):  
**\$631,278.38**

The Owners Corporation has not any contingent liabilities not otherwise shown or budgeted for in Items 1, to 5 except following

*None to our knowledge*

8. The Owners Corporation has not entered into any contracts, leases, licenses or agreements affecting common property except for the following:

Date of Contract	Name of Contractor	Status	Brief Description
	ADT Fire Monitoring	Current	Fire Monitoring
22/09/2023	Accounts		
	Premier Waste Management	Current	Waste Collection
07/12/2015	Melbourne Satellites	Current	Service Level Agreement(SLA) for Monitoring
22/01/2016	Rival Air Pty Ltd	Current	Mechanical Services Tuning Contract
01/04/2016	Landscape Plus	Current	Landscape Maintenance Agreement
24/10/2016	Otis Elevator Company	Current	Lift Maintenance Servicing Agreement
	Accounts		
14/12/2024	LinkFire Pty Ltd	Current	Essential Services Maintenance
28/09/2024	Klaus Multiparking ANZ Ltd	Current	Service Agreement - Car Stackers
26/10/2020	Australian Owners Corporation Management	Current	Owners Corporation Management services
26/10/2023	Melb Building Management	Current	Onsite Building Management services

9. The Owners Corporation has not made any agreement to provide services to lot owners, occupiers or the public except the following:

Date of Agreement	Name of Service Provider	Status	Brief Description
28/10/2015	Heritage Infrastructure	Current	Maintenance Plan
28/10/2015	Aherne Property Services	Current	Cleaning
22/10/2023	Melbourne Building Management	Current	Onsite Building Manager
28/10/2015	BuildingLink International	Current	Yorkshire Hub Portal
28/10/2015	CPJ & Co	Current	Use of Common Property for Signage
28/10/2015	Citipower Pty Ltd	Current	Use of Common Property
28/10/2015	City West Water Limited	Current	Trade Waste Agreement
28/10/2015	Green Car Share	Current	Green Car Hire
28/10/2015	Lot 109D	Current	Resident Concierge Lease
28/10/2015	Lot G01D	Current	Short Term Stay
28/10/2015	Owners Corporation 1	Current	Lot S5 Creation of New CP
28/10/2015	SMA 14 Pty Ltd	Current	Equipment Lease
28/10/2015	SMA No. 15 Pty Ltd	Current	Embedded Network Deed

10. The Owners Corporation has not had any notices or orders served on it in the last 12 months that have not been satisfied, except for the following:

*None to our knowledge*

11. The Owners Corporation is not a party to any legal proceedings or circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings except for the following:

*Arrears procedures against lot owners*

*The Owners Corporation have issued a special resolution ballot to commence and continue legal proceedings against the former Owners Corporation Management company.*

*The proceedings are to recover the financial losses sustained during and subsequently post management, following the compilation of various expenses pertaining to overcharging for services, mismanagement of funds, fees incurred to rebuild the financial statements, including time and cost associated with AOCM to forensically audit handover records that were supplied piece meal, incompletely with missing several crucial documentations.*

12. The Owners Corporation has resolved to appoint AOCM Pty Ltd as Manager whose postal address is Suite 1118, Level 11, 1 Queens Road, Melbourne, VIC 3004

13. The following authorities or dealings affecting the common property have been granted by the owner's corporation:

- *Heritage Victoria (03.08.2015)*
- *SMA 14 Pty Ltd (28.10.2015)*
- *Green Car Share (28.10.2016) Use of CP Car sharing facility for 10 years 1.12.2015 – 1.12.2025*

14. No appointment or proposal has been made for the appointment of an Administrator.

15. The Minutes of the most recent Annual General Meeting are attached.

16. The Rules of the Owners Corporation as recorded on the Register are attached.

*Please note the Model Rules of the Owners Corporation are also attached. If these Rules provide for a matter and the Rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules of the Owners Corporation.*

17. Further information on prescribed matters can be obtained by inspection of the Owners Corporation register.

18. Outstanding works.

*None to our knowledge.*

**DATED: 24<sup>th</sup> June 2025**



**Natasha Folk**  
**Owners Corporation Manager**



*Suite 1118, Level 11, 1 Queens Road,  
Melbourne, Victoria, 3004*

**Owners Corporation Certificate Notes:**

1. The information provided within this certificate is correct to the best of our knowledge as at the date of issue. Circumstances can change daily and information may be altered without notice and without our control and or knowledge.
2. AOCM Pty Ltd accepts no liability for changes to details without prior written confirmation to you.



## **OWNERS CORPORATION STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS**

**Schedule 3, Regulation 12, Owners Corporations Regulations 2018**

OC 10 (12/07)

### **What is an Owners Corporation?**

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

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

### **How are decisions made by an Owners Corporation?**

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

### **Owners Corporation rules**

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

### **Lot entitlement and lot liability**

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

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

### **Further information**

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

### **Management of an Owners Corporation**

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

# OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporation Act 2006 &  
Regulation 11 Owners Corporations Regulations 2018

**Owners Corporation No: 4** **P. S No. 411166X**

Vendor: Caitlin Guilfoyle

Purchaser:

Reference:

Applicant for the Certificate is: Meadow Heights Conveyancing – Seda Ali

Address for delivery of Certificate: info@mhconveyancing.com.au

Date the application was received: 17<sup>th</sup> June 2025

The information on this certificate was issued on: 24<sup>th</sup> June 2025

This certificate is issued for **Lot 302D** on Plan No.4 411166X the postal address of which is **Unit 302D /21 Robert Street, Collingwood, VIC, 3066.**

1. The present fees for the above lot are **\$346.28** per annum inclusive of GST; paid quarterly on 1<sup>st</sup> July, 1<sup>st</sup> October, 1<sup>st</sup> January, & 1<sup>st</sup> April each year.

Admin Fund (P.A.)	<b>\$119.24</b>
Maintenance Fund (P.A.)	<b>\$227.04</b>

2. 2.1 Admin Fund Fees are currently paid to **30<sup>th</sup> June 2025.**  
2.2 Maintenance Fund Fees are currently paid to **30<sup>th</sup> June 2025.**
3. Unpaid fees and levies, including GST and interest now total

*Administrative Fund*

Quarterly Admin/Maintenance Levy	\$28.80
01/07/25-30/09/25	
Interest owing	\$0.00
<b>Total amount owing</b>	<b>\$28.80</b>

*Maintenance Fund*

Amount owing	\$0.00
Interest owing	\$0.00
<b>Total amount owing</b>	<b>\$0.00</b>
<b>Total Amount Owing</b>	<b>\$28.80</b>

## 3.2 Prepaid levies including GST now total

<b>Amount Prepaid</b>	<b>\$0.00</b>
-----------------------	---------------

**\*\*\*\* Payment Method Details : \*\*\*\* (If applicable)**

<b>Biller Code</b>	<b>96503</b>
<b>Reference Number</b>	<b>28401714210000117938</b>

**Payment Note ; Where there are any arrears or fees owing for the Lot, please check current balance prior to settlement ; as if the arrears have been referred to debt collection, recovery fees and legal fees will continue to accrue and increase the amount owed, until all amounts owing are paid in full ; *and* all debts remain with the Lot until paid in full, regardless of any change in owner.**

4. The following special fees or levies will be struck and will become due and payable:  
*Otherwise ; None to our Knowledge*
5. 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.  
*None to our knowledge*

**Interest on arrears:**

As per section 29 of the Owners Corporation Act 2006, the Owners Corporation is

charging interest on all outstanding fees and charges that are still outstanding after the due date at the maximum rate allowed under the Penalty Interest Rates Act 1983.

6. The Owners Corporation presently has the following insurance cover:

<b>Name of Company</b>	CHU STRATA INSURANCE
<b>No. of Policy</b>	93212196
<b>Building</b>	\$124,954,830
<b>Common Contents</b>	\$1,946,500
<b>Machinery Breakdown</b>	\$100,000
<b>Consequential Loss</b>	\$29,197,500
<b>Crime Insurance</b>	\$100,000
<b>General Liability – Personal Injury</b>	\$20,000,000
<b>General Liability – Property Damage</b>	\$20,000,000
<b>Management Committee Liability</b>	\$1,000,000
<b>Audit Expenses</b>	\$30,000
<b>Appeal Expenses</b>	\$150,000
<b>Voluntary Workers</b>	\$200,000
<b>Renewal Date</b>	16 October 2025

7. The total fund held by the Owners Corporation (including any investment accounts):  
**\$49,366.93**

The Owners Corporation has not any contingent liabilities not otherwise shown or budgeted for in Items 1, to 5 except following

*None to our knowledge*

8. The Owners Corporation has not entered into any contracts, leases, licenses or agreements affecting common property except for the following:

Date of Contract	Name of Contractor	Status	Brief Description
	ADT Fire Monitoring	Current	Fire Monitoring
28/10/2015	Accounts Premier Waste Management	Current	Waste Collection
07/12/2015	Melbourne Satellites	Current	Service Level Agreement (SLA) for Monitoring
22/01/2016	Rival Air Pty Ltd	Current	Mechanical Services Tuning Contract
01/04/2016	Landscape Plus	Current	Landscape Maintenance Agreement
24/10/2016	Otis Elevator Company• Accounts	Current	Lift Maintenance Servicing Agreement
14/12/2024	LinkFire Pty Ltd	Current	Essential Services Maintenance
28/09/2024	Klaus Multiparking ANZ Ltd	Current	Service Agreement - Car Stackers
28/09/2023	Melb Building Management	Current	Onsite Building Management Services
26/10/2020	Australian Owners Corporation Management	Current	Owners Corporation Management services

9. The Owners Corporation has not made any agreement to provide services to lot owners, occupiers or the public except the following:

Date of Agreement	Name of Service Provider	Status	Brief Description
28/10/2015	Heritage Infrastructure	Current	Maintenance Plan
28/10/2015	Aherne Property Services	Current	Cleaning
28/09/2023	Melbourne Building Management	Current	Onsite Building Manager
28/10/2015	BuildingLink International	Current	Yorkshire Hub Portal
28/10/2015	CPJ & Co	Current	Use of Common Property for Signage
28/10/2015	Citipower Pty Ltd	Current	Use of Common Property
28/10/2015	City West Water Limited	Current	Trade Waste Agreement
28/10/2015	Green Car Share	Current	Green Car Hire
28/10/2015	Lot 109D	Current	Resident Concierge Lease
28/10/2015	Lot G01D	Current	Short Term Stay
28/10/2015	Owners Corporation 1	Current	Lot S5 Creation of New CP
28/10/2015	SMA 14 Pty Ltd	Current	Equipment Lease
28/10/2015	SMA 14 Pty Ltd	Current	License of Business Centre
			Lot 101E
28/10/2015	SMA No. 15 Pty Ltd	Current	Embedded Network Deed

10. The Owners Corporation has not had any notices or orders served on it in the last 12 months that have not been satisfied, except for the following:

*None to our knowledge*

11. The Owners Corporation is not a party to any legal proceedings or circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings except for the following:

*Arrears procedures against lot owners*

12. The Owners Corporation has resolved to appoint AOCM Pty Ltd as manager whose postal address is Suite 1118, 1 Queens Road, Melbourne, VIC 3004
13. The following authorities or dealings affecting the common property have been granted by the owner's corporation:
  - *Heritage Victoria (03.08.2015)*
  - *SMA 14 Pty Ltd (28.10.2015)*
  - *Green Car Share (28.10.2016) Use of CP Car sharing facility for 10 years 1.12.2015 – 1.12.2025*
14. No appointment or proposal has been made for the appointment of an Administrator.
15. The minutes of the most recent Annual General Meeting are attached.
16. The rules of the Owners Corporation as recorded on the Register are attached.  
*Please note the Model Rules of the Owners Corporation are also attached. If these Rules provide for a matter and the Rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules of the Owners Corporation.*
17. Further information on prescribed matters can be obtained by inspection of the Owners Corporation register.
18. Outstanding works.  
*None to our knowledge.*

**DATED: 24<sup>th</sup> June 2025**



*Natasha Folk*

***Owners Corporation Manager***



***Suite 1118, Level 11, 1 Queens Road,  
Melbourne, Victoria, 3004***

**Owners Corporation Certificate Notes:**

1. The information provided within this certificate is correct to the best of our knowledge as at the date of issue. Circumstances can change daily and information may be altered without notice and without our control and or knowledge.

2. AOCM Pty Ltd accepts no liability for changes to details without prior written confirmation to you.

## **OWNERS CORPORATION STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS**

**Schedule 3, Regulation 12, Owners Corporations Regulations 2018**

OC 10 (12/07)

### **What is an Owners Corporation?**

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

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

### **How are decisions made by an Owners Corporation?**

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

### **Owners Corporation rules**

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

### **Lot entitlement and lot liability**

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

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

### **Further information**

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

### **Management of an Owners Corporation**

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**



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

Date Issued: 14 November 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 411166X	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	93212196	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 16 October 2024, Local Standard Time
	To:	4.00pm on 16 October 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	1-21 Robert Street, Collingwood VIC 3066	

## Limits of Liability

Section 1: Property Damage Insurance	<b>Buildings and Common Property</b>	AUD 194,650,000
	<b>Common Contents</b>	AUD 1,946,500
	<b>Catastrophe</b>	Not Insured
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 29,197,500	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 225,794,000	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	<b>Personal Injury</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
	<b>Property Damage</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
Section 6: Environmental Impairment Liability Insurance	Not Insured	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate <b>Period of Insurance</b>	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	<b>Accident</b> each occurrence Limit	AUD 200,000
	<b>Accident</b> aggregate Limit	AUD 200,000 in the aggregate <b>Period of Insurance</b>



All the values on this Certificate of Currency are correct as at 14 November 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:



Ayman Farid  
Strata Underwriter VIC/TAS

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



**Owners Corporation (O/C) No.1, 2, 4 & 5 PS 411166X**

**Yorkshire Brewery  
82 Wellington Street, Collingwood, 3066**

## **Minutes of Annual General Meeting**

**Held - Tuesday 07-05-2024 at 6.30pm  
Online; Zoom**





# MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATIONS 1, 2, 4 & 5 ON PLAN No. PS 411166X

Yorkshire Brewery  
82 Wellington Street, Collingwood, 3066

**DATE, PLACE & TIME  
OF MEETING:**

An Annual General Meeting of Owners Corporation on Plan No. PS 411166X was held on:

**Date:** 7<sup>th</sup> May 2024  
**Time:** The meeting commenced at 6:30pm  
**Location:** Zoom

**PRESENT:**

Lot Number	Owner	Proxy
101CA	Susan Nicholson	
102D	Leah McTaggart	
103C	Andrew Hansen	
1306E	Tina Brunet	
205B	Kathryn Sandison	
207E	Eric Neo	
212E	Michelle McPhee	
306E	David Knott	
307E	Malcolm Gibson	
310D	Tamara Cameron	
502E	Mediya Rangi	
504D	Lily Sawkins	
504E	Benjamin Lim	
504B	Daniel Lim	
507D	Samantha York	
603B	Nada Radovic	
603E	Carl Cukurs	
702E	Bikram Singh	
711D	Lucy Bardoel	
911D	Yongzhong Zhu	
G16E	Dale Marcon	
G03B	Declan Haigh	
1501D	Kenneth Smith	
1203E	Kelly Gibson	
G05E	Hilary Heslop	
GS63	Mark Warren & Wei Wei Yang	Hilary Heslop
GS64	Mark Warren & Wei Wei Yang	Hilary Heslop



GS65	Mark Warren & Wei Wei Yang	Hilary Heslop
401A	Mark Warren & Wei Wei Yang	Jose Meza
809D	Andrew Harris	Lucy Bardoel
GS13	Andrew Harris	Lucy Bardoel
302A	Gustavo Cina	Lucy Bardoel
503B	Linton Guthrie	Lucy Bardoel
G12E	Duncan Ross	Lucy Bardoel
703E	Rebecca Irvine	Lucy Bardoel
GS118	Rebecca Irvine	Lucy Bardoel
GS119	Rebecca Irvine	Lucy Bardoel
1002D	Kelly Rohan	Lucy Bardoel

**APOLOGIES:**

Lot 1607D – Ian Zegenhagen  
Lot 905E - Hoong Loh  
Lot 1107E – Erin Helyard

**IN ATTENDANCE:**

Geoff Brown, Director, for Australian OC Management Pty Ltd.  
Hedley Gaudin, General Manager, for Australian OC Management Pty Ltd.  
Abiyah Munshi, OC Manager, for Australian OC Management Pty Ltd.

Damien Polglase, Melbourne Building Management Pty Ltd  
Dilan Wijeratne, Melbourne Building Management Pty Ltd

**2. QUORUM:**

A quorum was not achieved and members agreed to proceed on the basis of all decisions being interim resolutions of the Owners Corporation.

The following decisions set out in these Minutes are interim decisions and these Minutes, forwarded to all members within 14 days of the meeting, constitute notice of those decisions. Unless a petition is received from members representing at least 25% of the total lot entitlement within 28 days of the meeting, for another General Meeting to be held, the interim decisions become final decisions of the Owners Corporation.

**3. CHAIRPERSON:**

It was Resolved:

Hedley Gaudin be appointed to chair the meeting.

**4. MINUTES:**

It was Resolved:

That the Minutes of the AGM held on 28-03-2023 be confirmed as a true and correct record and account of the proceedings at that meeting.

**5. REPORTS**

It was Resolved:

I The Managers' Report was summarised verbally and adopted.



ii The Chairpersons' report was summarised verbally on behalf of the Committee.

Items discussed included;

- The Owners Corporations's key organisational structure
- Forensic financial audit
- Budget for the 2024-2025 financial year
- Insurance premium increase
- Heritage Infrastructure Management Plan
- Key projects that have been completed

iii The Insurance Valuation for the complex was tabled and noted as last updated on 02-10-2019 with an adoption amount of \$124,830,00 and due for review every five years or earlier, next due 2024

iv The Compliance report was tabled and adopted.

6. **FINANCIAL  
REPORTS:**

It was Resolved:

- I. The audited annual financial statements for Owners Corporations 1, 2 & 4 for the period 01-07-2022 to 30-06-2023 were tabled and adopted.

ii **BUDGET &  
CONTRIBUTIONS:**

It was Resolved:

That in accordance with Section 23 of the Owners Corporations Act 2006 that the **Administration Fund & Maintenance Fund Budgets for OC1, 2, 4 & 5** as tabled in the Notice of Meeting be accepted, to commence on 1 July 2024 and continue until resolved otherwise at a General Meeting, with the contributions be set as follows ;

O/C No.1 Administration Fund - \$1,329,000.00 Ex GST  
O/C No.1 Maintenance Fund - \$ 140,000.00 Ex GST

O/C No.2 Administration Fund - \$ 26,000.00 Ex GST

O/C No.4 Administration Fund - \$ 28,500.00 Ex GST

O/C No.5 Administration Fund - \$ 12,000.00 Ex GST

And that both the **Administration Fund & Maintenance Fund** contributions be paid in advance in quarterly instalments and continue until changed at a general meeting; the instalments being due quarterly on:

**1<sup>st</sup> July to 30<sup>th</sup> September**



1<sup>st</sup> October to 31<sup>st</sup> December  
1<sup>st</sup> January to 31<sup>st</sup> March  
1<sup>st</sup> April to 30<sup>th</sup> June

iii **PENALTY  
INTEREST:**

It was Resolved:

That fees and levies not paid within one (1) month of the due date have penalty interest applied from the due date, in accordance with the Section 29 of the Owners Corporations Act 2006 and the interest rate be equal to the rate set by the Attorney General in accordance with the Penalty Interest Rate Act 1983.

*Note: The O/C Manager from time to time waives interest up to the value of \$5 when finalising payments. The current interest rate is 10%*

Recovery of Costs Note:

That Owners Corporations No.1, 2, 4 & 5 may recover, as a debt due from persons in default or breach, the costs charges and expenses incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporations) arising out of any default or breach or accidental or negligent misuse, by any lot owner or occupier of a lot, or any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2018, or the Rules or the Additional Rule of the Owners Corporations or any breach of Planning Permits.

IV **ARREARS  
INSTRUCTIONS:**

It was Resolved:

That the Owners Corporation instructs AOCM to take all necessary steps to recover outstanding fees and charges from lot owners including sending a reminder notice, final fee notice, a letter of demand, and the making of an application to VCAT and/or any enforcement action in the Magistrates Court, and further, that all costs incurred for taking these recovery steps will be charged to the lot owner. Noted that if these costs are not recovered from the lot owner the costs will be met by the Owners Corporation.

*Note: Owners are also reminded that under the OC Act, the responsibility is with the Owner to ensure that they inform their Owners Corporation Management of any change to their address or delivery method for all correspondence. Change of address forms are available at [www.aocm.com.au](http://www.aocm.com.au) Or by emailing; [enquiries@aocm.com.au](mailto:enquiries@aocm.com.au)*

7. **FINANCIAL AUDIT:**

It was Resolved:

To undertake a financial audit, annually, as the Yorkshire Owners Corporation is a Tier 1 Owners Corporation, so an audit is legislatively



required.

**8. INSURANCE:**

It was Resolved:

That the Owners Corporation approve the renewal of the insurance for the buildings the Owners Corporation is liable to ensure as covered in the policy listed below on or before the end date of the policy.

It Was Noted:

Application of Excess

Private property loss: The Owner is responsible for payment of the Insurance Excess

Common Property loss: The Owners Corporation is responsible for payment of the Insurance Excess

That the policy does not cover any contents of lots including internal carpets, light fittings and window furnishings.

If a member would like a copy of the Product Disclosure Statement (PDS) or the Certificate of Currency, please contact the AOCM office; or access via the Owner Portal at [www.aocm.com.au](http://www.aocm.com.au)

That Lot owners should have insurance cover for both "Lot Owners, Fixtures, Fittings & Improvements" and "Landlords" insurance cover

That, AOCM Pty Ltd is an Authorized Representative of Coverforce Pty Ltd. A Financial Services Guide (FSG), pursuant to financial services legislation was tabled which included information about remuneration that may be paid to AOCM and how complaints are dealt with. The provision of the FSG has been authorized by Coverforce Pty Ltd

**9. COMMITTEE:**

It was Resolved:

- a) That in accordance with Section 103 of the Owners Corporation Act 2006 members resolved to elect a Committee of a maximum 7 members;
- b) that the following members of the Owners Corporation were elected to be members of the Committee.

Lot 711D	Lucy Bardoel
Lot G05E	Hilary Heslop
Lot 401A	Jose Meza
Lot GS63	Mark Warren
Lot GS64	Wei Wei Yang
Lot 103C	Andrew Hansen
Lot 809D	Andrew Harris



**10. COMMITTEE  
DELEGATED  
POWERS:**

It was Resolved:

To approve the Instrument of delegation that delegates all powers under the Owners Corporation Act 2006 to the Committee for Owners Corporation No.1, No.2, No.4 & No.5.

**11. GRIEVANCE  
COMMITTEE:**

It was Resolved:

That any three members of the Owners Corporation Committee form the Grievance Committee to resolve any disputes which may arise

**12. APPOINTMENT OF  
PUBLIC OFFICER:**

It was Resolved:

That Mr Geoff Brown of AOCM be appointed as the Public Officer on behalf of the Owners Corporation, or failing him Mr Hedley Gaudin, until resolved otherwise

**13. GENERAL  
BUSINESS:**

It was Noted:

- a) Carl Cukurs discussed the recent window cleaning at the property and asked about in person meetings vs online meetings.
- b) Members were advised that the fire contractor will need to assess and advise on the query if locks can be placed on the fire stairwell doors

**14. CLOSE:**

The meeting was closed at 7:40pm





## Approved Levy Schedule to apply from 01/07/2024

Owners Corporation PS411166X-1

Yorkshire Brewery, 82 Wellington Street,  
COLLINGWOOD VIC 3066

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
GO1A	GO1A	34.00	581.18	61.22	642.40	2,569.60
GO1B	GO1B	48.00	820.49	86.43	906.92	3,627.68
GO1C	GO1C	63.00	1,076.89	113.44	1,190.33	4,761.32
GO1D	GO1D	30.00	512.80	54.02	566.82	2,267.28
GO1E	GO1E	9.00	153.84	16.21	170.05	680.20
GS1	GS1	1.00	17.09	1.80	18.89	75.56
GO2A	GO2A	47.00	803.39	84.63	888.02	3,552.08
GO2B	GO2B	45.00	769.20	81.03	850.23	3,400.92
GO2C	GO2C	52.00	888.86	93.63	982.49	3,929.96
GO2D	GO2D	54.00	923.05	97.24	1,020.29	4,081.16
GO2E	GO2E	82.00	1,401.66	147.65	1,549.31	6,197.24
GS2	GS2	1.00	17.09	1.80	18.89	75.56
GO3A	GO3A	51.00	871.77	91.83	963.60	3,854.40
GO3B	GO3B	65.00	1,111.07	117.04	1,228.11	4,912.44
GO3C	GO3C	60.00	1,025.61	108.04	1,133.65	4,534.60
GO3D	GO3D	57.00	974.33	102.64	1,076.97	4,307.88
GO3E	GO3E	83.00	1,418.76	149.46	1,568.22	6,272.88
GS3	GS3	1.00	17.09	1.80	18.89	75.56
GO4B	GO4B	58.00	991.42	104.44	1,095.86	4,383.44
GO4E	GO4E	83.00	1,418.76	149.46	1,568.22	6,272.88
GS4	GS4	1.00	17.09	1.80	18.89	75.56
GO5B	GO5B	105.00	1,794.81	189.07	1,983.88	7,935.52
GO5E	GO5E	78.00	1,333.29	140.45	1,473.74	5,894.96
GS5	GS5	1.00	17.09	1.80	18.89	75.56
GO6B	GO6B	105.00	1,794.81	189.07	1,983.88	7,935.52
GO6E	GO6E	79.00	1,350.38	142.25	1,492.63	5,970.52
GS6	GS6	1.00	17.09	1.80	18.89	75.56
S6	S6	1.00	17.09	1.80	18.89	75.56
GO7B	GO7B	63.00	1,076.89	113.44	1,190.33	4,761.32
GO7E	GO7E	79.00	1,350.38	142.25	1,492.63	5,970.52
GS7	GS7	1.00	17.09	1.80	18.89	75.56
S7	S7	1.00	17.09	1.80	18.89	75.56
GO8E	GO8E	80.00	1,367.48	144.05	1,511.53	6,046.12

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
GS8	GS8	1.00	17.09	1.80	18.89	75.56
GO9E	GO9E	77.00	1,316.20	138.65	1,454.85	5,819.40
GS9	GS9	1.00	17.09	1.80	18.89	75.56
G10E	G10E	78.00	1,333.29	140.45	1,473.74	5,894.96
GS10	GS10	1.00	17.09	1.80	18.89	75.56
G11E	G11E	78.00	1,333.29	140.45	1,473.74	5,894.96
GS11	GS11	1.00	17.09	1.80	18.89	75.56
G12E	G12E	79.00	1,350.38	142.25	1,492.63	5,970.52
GS12	GS12	1.00	17.09	1.80	18.89	75.56
G13E	G13E	74.00	1,264.92	133.25	1,398.17	5,592.68
GS13	GS13	1.00	17.09	1.80	18.89	75.56
G14E	G14E	74.00	1,264.92	133.25	1,398.17	5,592.68
GS14	GS14	1.00	17.09	1.80	18.89	75.56
G15E	G15E	74.00	1,264.92	133.25	1,398.17	5,592.68
GS15	GS15	1.00	17.09	1.80	18.89	75.56
G16E	G16E	95.00	1,623.88	171.06	1,794.94	7,179.76
GS16	GS16	1.00	17.09	1.80	18.89	75.56
G17E	G17E	95.00	1,623.88	171.06	1,794.94	7,179.76
GS17	GS17	1.00	17.09	1.80	18.89	75.56
G18E	G18E	70.00	1,196.54	126.05	1,322.59	5,290.36
GS18	GS18	1.00	17.09	1.80	18.89	75.56
G19E	G19E	70.00	1,196.54	126.05	1,322.59	5,290.36
GS19	GS19	1.00	17.09	1.80	18.89	75.56
GS20	GS20	1.00	17.09	1.80	18.89	75.56
GS21	GS21	1.00	17.09	1.80	18.89	75.56
GS22	GS22	1.00	17.09	1.80	18.89	75.56
GS23	GS23	1.00	17.09	1.80	18.89	75.56
GS24	GS24	1.00	17.09	1.80	18.89	75.56
GS25	GS25	1.00	17.09	1.80	18.89	75.56
GS26	GS26	1.00	17.09	1.80	18.89	75.56
GS27	GS27	1.00	17.09	1.80	18.89	75.56
GS28	GS28	1.00	17.09	1.80	18.89	75.56
GS29	GS29	1.00	17.09	1.80	18.89	75.56
GS30	GS30	1.00	17.09	1.80	18.89	75.56
GS31	GS31	1.00	17.09	1.80	18.89	75.56
GS32	GS32	1.00	17.09	1.80	18.89	75.56
GS33	GS33	1.00	17.09	1.80	18.89	75.56
GS34	GS34	1.00	17.09	1.80	18.89	75.56
GS35	GS35	1.00	17.09	1.80	18.89	75.56
GS36	GS36	1.00	17.09	1.80	18.89	75.56

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
GS37	GS37	1.00	17.09	1.80	18.89	75.56
GS38	GS38	1.00	17.09	1.80	18.89	75.56
GS39	GS39	1.00	17.09	1.80	18.89	75.56
GS40	GS40	1.00	17.09	1.80	18.89	75.56
GS41	GS41	1.00	17.09	1.80	18.89	75.56
GS42	GS42	1.00	17.09	1.80	18.89	75.56
GS43	GS43	1.00	17.09	1.80	18.89	75.56
GS44	GS44	1.00	17.09	1.80	18.89	75.56
GS45	GS45	1.00	17.09	1.80	18.89	75.56
GS46	GS46	1.00	17.09	1.80	18.89	75.56
GS47	GS47	1.00	17.09	1.80	18.89	75.56
GS48	GS48	1.00	17.09	1.80	18.89	75.56
GS49	GS49	1.00	17.09	1.80	18.89	75.56
GS50	GS50	1.00	17.09	1.80	18.89	75.56
GS51	GS51	1.00	17.09	1.80	18.89	75.56
GS52	GS52	1.00	17.09	1.80	18.89	75.56
GS53	GS53	1.00	17.09	1.80	18.89	75.56
GS54	GS54	1.00	17.09	1.80	18.89	75.56
GS55	GS55	1.00	17.09	1.80	18.89	75.56
GS56	GS56	1.00	17.09	1.80	18.89	75.56
GS57	GS57	1.00	17.09	1.80	18.89	75.56
GS58	GS58	1.00	17.09	1.80	18.89	75.56
GS59	GS59	1.00	17.09	1.80	18.89	75.56
GS60	GS60	1.00	17.09	1.80	18.89	75.56
GS61	GS61	1.00	17.09	1.80	18.89	75.56
GS62	GS62	1.00	17.09	1.80	18.89	75.56
GS63	GS63	1.00	17.09	1.80	18.89	75.56
GS64	GS64	1.00	17.09	1.80	18.89	75.56
GS65	GS65	1.00	17.09	1.80	18.89	75.56
GS66	GS66	1.00	17.09	1.80	18.89	75.56
GS67	GS67	1.00	17.09	1.80	18.89	75.56
GS68	GS68	1.00	17.09	1.80	18.89	75.56
GS69	GS69	1.00	17.09	1.80	18.89	75.56
GS70	GS70	1.00	17.09	1.80	18.89	75.56
GS71	GS71	1.00	17.09	1.80	18.89	75.56
GS72	GS72	1.00	17.09	1.80	18.89	75.56
GS73	GS73	1.00	17.09	1.80	18.89	75.56
GS74	GS74	1.00	17.09	1.80	18.89	75.56
GS75	GS75	1.00	17.09	1.80	18.89	75.56
GS76	GS76	1.00	17.09	1.80	18.89	75.56

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
GS77	GS77	1.00	17.09	1.80	18.89	75.56
GS78	GS78	1.00	17.09	1.80	18.89	75.56
GS79	GS79	1.00	17.09	1.80	18.89	75.56
GS80	GS80	1.00	17.09	1.80	18.89	75.56
GS81	GS81	1.00	17.09	1.80	18.89	75.56
GS82	GS82	1.00	17.09	1.80	18.89	75.56
GS83	GS83	1.00	17.09	1.80	18.89	75.56
GS84	GS84	1.00	17.09	1.80	18.89	75.56
GS85	GS85	1.00	17.09	1.80	18.89	75.56
GS86	GS86	1.00	17.09	1.80	18.89	75.56
GS87	GS87	1.00	17.09	1.80	18.89	75.56
GS88	GS88	1.00	17.09	1.80	18.89	75.56
GS89	GS89	1.00	17.09	1.80	18.89	75.56
GS90	GS90	1.00	17.09	1.80	18.89	75.56
GS91	GS91	1.00	17.09	1.80	18.89	75.56
GS92	GS92	1.00	17.09	1.80	18.89	75.56
GS93	GS93	1.00	17.09	1.80	18.89	75.56
GS94	GS94	1.00	17.09	1.80	18.89	75.56
GS95	GS95	1.00	17.09	1.80	18.89	75.56
GS96	GS96	1.00	17.09	1.80	18.89	75.56
GS97	GS97	1.00	17.09	1.80	18.89	75.56
GS98	GS98	1.00	17.09	1.80	18.89	75.56
GS99	GS99	1.00	17.09	1.80	18.89	75.56
GS100	GS100	1.00	17.09	1.80	18.89	75.56
101A	101A	69.00	1,179.45	124.25	1,303.70	5,214.80
101B	101B	48.00	820.49	86.43	906.92	3,627.68
101CA	101CA	96.00	1,640.97	172.86	1,813.83	7,255.32
101D	101D	53.00	905.95	95.44	1,001.39	4,005.56
101E	101E	2.00	34.19	3.60	37.79	151.16
GS101	GS101	1.00	17.09	1.80	18.89	75.56
102A	102A	42.00	717.92	75.63	793.55	3,174.20
102B	102B	44.00	752.11	79.23	831.34	3,325.36
102C	102C	95.00	1,623.88	171.06	1,794.94	7,179.76
102D	102D	42.00	717.92	75.63	793.55	3,174.20
GS102	GS102	1.00	17.09	1.80	18.89	75.56
103A	103A	50.00	854.67	90.03	944.70	3,778.80
103B	103B	65.00	1,111.07	117.04	1,228.11	4,912.44
103C	103C	99.00	1,692.25	178.27	1,870.52	7,482.08
103D	103D	64.00	1,093.98	115.24	1,209.22	4,836.88
GS103	GS103	1.00	17.09	1.80	18.89	75.56

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
104B	104B	42.00	717.92	75.63	793.55	3,174.20
104D	104D	63.00	1,076.89	113.44	1,190.33	4,761.32
GS104	GS104	1.00	17.09	1.80	18.89	75.56
105B	105B	57.00	974.33	102.64	1,076.97	4,307.88
105D	105D	53.00	905.95	95.44	1,001.39	4,005.56
GS105	GS105	1.00	17.09	1.80	18.89	75.56
106B	106B	42.00	717.92	75.63	793.55	3,174.20
106D	106D	66.00	1,128.17	118.84	1,247.01	4,988.04
GS106	GS106	1.00	17.09	1.80	18.89	75.56
107B	107B	54.00	923.05	97.24	1,020.29	4,081.16
107D	107D	60.00	1,025.61	108.04	1,133.65	4,534.60
GS107	GS107	1.00	17.09	1.80	18.89	75.56
108D	108D	60.00	1,025.61	108.04	1,133.65	4,534.60
GS108	GS108	1.00	17.09	1.80	18.89	75.56
109D	109D	54.00	923.05	97.24	1,020.29	4,081.16
GS109	GS109	1.00	17.09	1.80	18.89	75.56
GS110	GS110	1.00	17.09	1.80	18.89	75.56
GS111	GS111	1.00	17.09	1.80	18.89	75.56
GS112	GS112	1.00	17.09	1.80	18.89	75.56
GS113	GS113	1.00	17.09	1.80	18.89	75.56
GS114	GS114	1.00	17.09	1.80	18.89	75.56
GS115	GS115	1.00	17.09	1.80	18.89	75.56
GS116	GS116	1.00	17.09	1.80	18.89	75.56
GS117	GS117	1.00	17.09	1.80	18.89	75.56
GS118	GS118	1.00	17.09	1.80	18.89	75.56
GS119	GS119	1.00	17.09	1.80	18.89	75.56
GS120	GS120	1.00	17.09	1.80	18.89	75.56
GS121	GS121	1.00	17.09	1.80	18.89	75.56
GS122	GS122	1.00	17.09	1.80	18.89	75.56
201A	201A	86.00	1,470.04	154.86	1,624.90	6,499.60
201B	201B	50.00	854.67	90.03	944.70	3,778.80
201D	201D	52.00	888.86	93.63	982.49	3,929.96
201E	201E	44.00	752.11	79.23	831.34	3,325.36
202A	202A	42.00	717.92	75.63	793.55	3,174.20
202B	202B	45.00	769.20	81.03	850.23	3,400.92
202D	202D	43.00	735.02	77.43	812.45	3,249.80
202E	202E	45.00	769.20	81.03	850.23	3,400.92
203A	203A	49.00	837.58	88.23	925.81	3,703.24
203B	203B	66.00	1,128.17	118.84	1,247.01	4,988.04
203D	203D	43.00	735.02	77.43	812.45	3,249.80

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
203E	203E	46.00	786.30	82.83	869.13	3,476.52
204B	204B	43.00	735.02	77.43	812.45	3,249.80
204D	204D	73.00	1,247.82	131.45	1,379.27	5,517.08
204E	204E	39.00	666.64	70.23	736.87	2,947.48
205B	205B	58.00	991.42	104.44	1,095.86	4,383.44
205D	205D	42.00	717.92	75.63	793.55	3,174.20
205E	205E	40.00	683.74	72.03	755.77	3,023.08
206B	206B	100.00	1,709.34	180.07	1,889.41	7,557.64
206D	206D	61.00	1,042.70	109.84	1,152.54	4,610.16
206E	206E	40.00	683.74	72.03	755.77	3,023.08
207B	207B	100.00	1,709.34	180.07	1,889.41	7,557.64
207D	207D	61.00	1,042.70	109.84	1,152.54	4,610.16
207E	207E	59.00	1,008.51	106.24	1,114.75	4,459.00
208B	208B	42.00	717.92	75.63	793.55	3,174.20
208D	208D	42.00	717.92	75.63	793.55	3,174.20
208E	208E	96.00	1,640.97	172.86	1,813.83	7,255.32
209B	209B	55.00	940.14	99.04	1,039.18	4,156.72
209D	209D	40.00	683.74	72.03	755.77	3,023.08
209E	209E	44.00	752.11	79.23	831.34	3,325.36
210D	210D	41.00	700.83	73.83	774.66	3,098.64
210E	210E	44.00	752.11	79.23	831.34	3,325.36
211D	211D	61.00	1,042.70	109.84	1,152.54	4,610.16
211E	211E	48.00	820.49	86.43	906.92	3,627.68
212D	212D	62.00	1,059.79	111.64	1,171.43	4,685.72
212E	212E	44.00	752.11	79.23	831.34	3,325.36
213E	213E	44.00	752.11	79.23	831.34	3,325.36
214E	214E	55.00	940.14	99.04	1,039.18	4,156.72
301A	301A	91.00	1,555.50	163.86	1,719.36	6,877.44
301B	301B	49.00	837.58	88.23	925.81	3,703.24
301D	301D	63.00	1,076.89	113.44	1,190.33	4,761.32
301E	301E	44.00	752.11	79.23	831.34	3,325.36
302A	302A	51.00	871.77	91.83	963.60	3,854.40
302B	302B	46.00	786.30	82.83	869.13	3,476.52
302D	302D	42.00	717.92	75.63	793.55	3,174.20
302E	302E	60.00	1,025.61	108.04	1,133.65	4,534.60
303A	303A	49.00	837.58	88.23	925.81	3,703.24
303B	303B	67.00	1,145.26	120.64	1,265.90	5,063.60
303D	303D	54.00	923.05	97.24	1,020.29	4,081.16
303E	303E	56.00	957.23	100.84	1,058.07	4,232.28
304B	304B	43.00	735.02	77.43	812.45	3,249.80

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
304D	304D	43.00	735.02	77.43	812.45	3,249.80
304E	304E	40.00	683.74	72.03	755.77	3,023.08
305B	305B	59.00	1,008.51	106.24	1,114.75	4,459.00
305D	305D	62.00	1,059.79	111.64	1,171.43	4,685.72
305E	305E	40.00	683.74	72.03	755.77	3,023.08
306B	306B	43.00	735.02	77.43	812.45	3,249.80
306D	306D	62.00	1,059.79	111.64	1,171.43	4,685.72
306E	306E	59.00	1,008.51	106.24	1,114.75	4,459.00
307B	307B	60.00	1,025.61	108.04	1,133.65	4,534.60
307D	307D	42.00	717.92	75.63	793.55	3,174.20
307E	307E	99.00	1,692.25	178.27	1,870.52	7,482.08
308DA	308DA	37.00	632.46	66.62	699.08	2,796.32
308E	308E	44.00	752.11	79.23	831.34	3,325.36
309D	309D	41.00	700.83	73.83	774.66	3,098.64
309E	309E	44.00	752.11	79.23	831.34	3,325.36
310D	310D	63.00	1,076.89	113.44	1,190.33	4,761.32
310E	310E	49.00	837.58	88.23	925.81	3,703.24
311D	311D	62.00	1,059.79	111.64	1,171.43	4,685.72
311E	311E	44.00	752.11	79.23	831.34	3,325.36
312E	312E	44.00	752.11	79.23	831.34	3,325.36
313E	313E	56.00	957.23	100.84	1,058.07	4,232.28
401A	401A	96.00	1,640.97	172.86	1,813.83	7,255.32
401B	401B	50.00	854.67	90.03	944.70	3,778.80
401D	401D	64.00	1,093.98	115.24	1,209.22	4,836.88
401E	401E	46.00	786.30	82.83	869.13	3,476.52
402B	402B	47.00	803.39	84.63	888.02	3,552.08
402D	402D	42.00	717.92	75.63	793.55	3,174.20
402E	402E	59.00	1,008.51	106.24	1,114.75	4,459.00
403B	403B	69.00	1,179.45	124.25	1,303.70	5,214.80
403D	403D	55.00	940.14	99.04	1,039.18	4,156.72
403E	403E	57.00	974.33	102.64	1,076.97	4,307.88
404B	404B	44.00	752.11	79.23	831.34	3,325.36
404D	404D	43.00	735.02	77.43	812.45	3,249.80
404E	404E	42.00	717.92	75.63	793.55	3,174.20
405B	405B	60.00	1,025.61	108.04	1,133.65	4,534.60
405D	405D	63.00	1,076.89	113.44	1,190.33	4,761.32
405E	405E	63.00	1,076.89	113.44	1,190.33	4,761.32
406B	406B	45.00	769.20	81.03	850.23	3,400.92
406D	406D	63.00	1,076.89	113.44	1,190.33	4,761.32
406E	406E	60.00	1,025.61	108.04	1,133.65	4,534.60

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
407B	407B	56.00	957.23	100.84	1,058.07	4,232.28
407D	407D	49.00	837.58	88.23	925.81	3,703.24
407E	407E	46.00	786.30	82.83	869.13	3,476.52
408D	408D	44.00	752.11	79.23	831.34	3,325.36
409D	409D	44.00	752.11	79.23	831.34	3,325.36
410D	410D	64.00	1,093.98	115.24	1,209.22	4,836.88
411D	411D	63.00	1,076.89	113.44	1,190.33	4,761.32
501A	501A	101.00	1,726.44	181.87	1,908.31	7,633.24
501B	501B	71.00	1,213.63	127.85	1,341.48	5,365.92
501D	501D	66.00	1,128.17	118.84	1,247.01	4,988.04
501E	501E	45.00	769.20	81.03	850.23	3,400.92
502B	502B	47.00	803.39	84.63	888.02	3,552.08
502D	502D	44.00	752.11	79.23	831.34	3,325.36
502E	502E	61.00	1,042.70	109.84	1,152.54	4,610.16
503B	503B	70.00	1,196.54	126.05	1,322.59	5,290.36
503D	503D	55.00	940.14	99.04	1,039.18	4,156.72
503E	503E	46.00	786.30	82.83	869.13	3,476.52
504B	504B	45.00	769.20	81.03	850.23	3,400.92
504D	504D	44.00	752.11	79.23	831.34	3,325.36
504E	504E	42.00	717.92	75.63	793.55	3,174.20
505B	505B	61.00	1,042.70	109.84	1,152.54	4,610.16
505D	505D	65.00	1,111.07	117.04	1,228.11	4,912.44
505E	505E	65.00	1,111.07	117.04	1,228.11	4,912.44
506D	506D	65.00	1,111.07	117.04	1,228.11	4,912.44
506E	506E	61.00	1,042.70	109.84	1,152.54	4,610.16
507D	507D	50.00	854.67	90.03	944.70	3,778.80
507E	507E	47.00	803.39	84.63	888.02	3,552.08
508D	508D	44.00	752.11	79.23	831.34	3,325.36
509D	509D	44.00	752.11	79.23	831.34	3,325.36
510D	510D	65.00	1,111.07	117.04	1,228.11	4,912.44
511D	511D	64.00	1,093.98	115.24	1,209.22	4,836.88
601A	601A	201.00	3,435.78	361.93	3,797.71	15,190.84
601B	601B	72.00	1,230.73	129.65	1,360.38	5,441.52
601D	601D	68.00	1,162.35	122.45	1,284.80	5,139.20
601E	601E	46.00	786.30	82.83	869.13	3,476.52
602B	602B	48.00	820.49	86.43	906.92	3,627.68
602D	602D	68.00	1,162.35	122.45	1,284.80	5,139.20
602E	602E	61.00	1,042.70	109.84	1,152.54	4,610.16
603B	603B	70.00	1,196.54	126.05	1,322.59	5,290.36
603D	603D	42.00	717.92	75.63	793.55	3,174.20



Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
603E	603E	58.00	991.42	104.44	1,095.86	4,383.44
604B	604B	45.00	769.20	81.03	850.23	3,400.92
604D	604D	60.00	1,025.61	108.04	1,133.65	4,534.60
604E	604E	41.00	700.83	73.83	774.66	3,098.64
605B	605B	62.00	1,059.79	111.64	1,171.43	4,685.72
605D	605D	60.00	1,025.61	108.04	1,133.65	4,534.60
605E	605E	65.00	1,111.07	117.04	1,228.11	4,912.44
606D	606D	43.00	735.02	77.43	812.45	3,249.80
606E	606E	61.00	1,042.70	109.84	1,152.54	4,610.16
607D	607D	43.00	735.02	77.43	812.45	3,249.80
607E	607E	46.00	786.30	82.83	869.13	3,476.52
608D	608D	43.00	735.02	77.43	812.45	3,249.80
609D	609D	60.00	1,025.61	108.04	1,133.65	4,534.60
610D	610D	60.00	1,025.61	108.04	1,133.65	4,534.60
701B	701B	73.00	1,247.82	131.45	1,379.27	5,517.08
701D	701D	61.00	1,042.70	109.84	1,152.54	4,610.16
701E	701E	45.00	769.20	81.03	850.23	3,400.92
702B	702B	48.00	820.49	86.43	906.92	3,627.68
702D	702D	44.00	752.11	79.23	831.34	3,325.36
702E	702E	58.00	991.42	104.44	1,095.86	4,383.44
703B	703B	72.00	1,230.73	129.65	1,360.38	5,441.52
703D	703D	67.00	1,145.26	120.64	1,265.90	5,063.60
703E	703E	57.00	974.33	102.64	1,076.97	4,307.88
704B	704B	45.00	769.20	81.03	850.23	3,400.92
704D	704D	45.00	769.20	81.03	850.23	3,400.92
704E	704E	39.00	666.64	70.23	736.87	2,947.48
705B	705B	63.00	1,076.89	113.44	1,190.33	4,761.32
705D	705D	67.00	1,145.26	120.64	1,265.90	5,063.60
705E	705E	63.00	1,076.89	113.44	1,190.33	4,761.32
706D	706D	66.00	1,128.17	118.84	1,247.01	4,988.04
706E	706E	60.00	1,025.61	108.04	1,133.65	4,534.60
707D	707D	47.00	803.39	84.63	888.02	3,552.08
707E	707E	44.00	752.11	79.23	831.34	3,325.36
708D	708D	49.00	837.58	88.23	925.81	3,703.24
709D	709D	44.00	752.11	79.23	831.34	3,325.36
710DA	710DA	67.00	1,145.26	120.64	1,265.90	5,063.60
711D	711D	67.00	1,145.26	120.64	1,265.90	5,063.60
801B	801B	74.00	1,264.92	133.25	1,398.17	5,592.68
801D	801D	62.00	1,059.79	111.64	1,171.43	4,685.72
801E	801E	46.00	786.30	82.83	869.13	3,476.52

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
802B	802B	48.00	820.49	86.43	906.92	3,627.68
802D	802D	44.00	752.11	79.23	831.34	3,325.36
802E	802E	62.00	1,059.79	111.64	1,171.43	4,685.72
803B	803B	73.00	1,247.82	131.45	1,379.27	5,517.08
803D	803D	68.00	1,162.35	122.45	1,284.80	5,139.20
803E	803E	60.00	1,025.61	108.04	1,133.65	4,534.60
804B	804B	46.00	786.30	82.83	869.13	3,476.52
804D	804D	45.00	769.20	81.03	850.23	3,400.92
804E	804E	41.00	700.83	73.83	774.66	3,098.64
805B	805B	65.00	1,111.07	117.04	1,228.11	4,912.44
805D	805D	68.00	1,162.35	122.45	1,284.80	5,139.20
805E	805E	68.00	1,162.35	122.45	1,284.80	5,139.20
806D	806D	68.00	1,162.35	122.45	1,284.80	5,139.20
806E	806E	64.00	1,093.98	115.24	1,209.22	4,836.88
807D	807D	47.00	803.39	84.63	888.02	3,552.08
807E	807E	48.00	820.49	86.43	906.92	3,627.68
808D	808D	48.00	820.49	86.43	906.92	3,627.68
809D	809D	45.00	769.20	81.03	850.23	3,400.92
810D	810D	67.00	1,145.26	120.64	1,265.90	5,063.60
811D	811D	68.00	1,162.35	122.45	1,284.80	5,139.20
901D	901D	63.00	1,076.89	113.44	1,190.33	4,761.32
901E	901E	48.00	820.49	86.43	906.92	3,627.68
902D	902D	44.00	752.11	79.23	831.34	3,325.36
902E	902E	64.00	1,093.98	115.24	1,209.22	4,836.88
903D	903D	69.00	1,179.45	124.25	1,303.70	5,214.80
903E	903E	61.00	1,042.70	109.84	1,152.54	4,610.16
904D	904D	46.00	786.30	82.83	869.13	3,476.52
904E	904E	41.00	700.83	73.83	774.66	3,098.64
905D	905D	68.00	1,162.35	122.45	1,284.80	5,139.20
905E	905E	69.00	1,179.45	124.25	1,303.70	5,214.80
906D	906D	68.00	1,162.35	122.45	1,284.80	5,139.20
906E	906E	67.00	1,145.26	120.64	1,265.90	5,063.60
907D	907D	48.00	820.49	86.43	906.92	3,627.68
907E	907E	49.00	837.58	88.23	925.81	3,703.24
908D	908D	49.00	837.58	88.23	925.81	3,703.24
909D	909D	46.00	786.30	82.83	869.13	3,476.52
910DA	910DA	69.00	1,179.45	124.25	1,303.70	5,214.80
911D	911D	69.00	1,179.45	124.25	1,303.70	5,214.80
1001D	1001D	73.00	1,247.82	131.45	1,379.27	5,517.08
1001E	1001E	47.00	803.39	84.63	888.02	3,552.08

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
1002D	1002D	73.00	1,247.82	131.45	1,379.27	5,517.08
1002E	1002E	60.00	1,025.61	108.04	1,133.65	4,534.60
1003D	1003D	44.00	752.11	79.23	831.34	3,325.36
1003E	1003E	57.00	974.33	102.64	1,076.97	4,307.88
1004D	1004D	65.00	1,111.07	117.04	1,228.11	4,912.44
1004E	1004E	41.00	700.83	73.83	774.66	3,098.64
1005D	1005D	65.00	1,111.07	117.04	1,228.11	4,912.44
1005E	1005E	67.00	1,145.26	120.64	1,265.90	5,063.60
1006D	1006D	46.00	786.30	82.83	869.13	3,476.52
1006E	1006E	64.00	1,093.98	115.24	1,209.22	4,836.88
1007D	1007D	80.00	1,367.48	144.05	1,511.53	6,046.12
1007E	1007E	44.00	752.11	79.23	831.34	3,325.36
1008D	1008D	65.00	1,111.07	117.04	1,228.11	4,912.44
1009D	1009D	64.00	1,093.98	115.24	1,209.22	4,836.88
1101D	1101D	70.00	1,196.54	126.05	1,322.59	5,290.36
1101E	1101E	48.00	820.49	86.43	906.92	3,627.68
1102D	1102D	44.00	752.11	79.23	831.34	3,325.36
1102E	1102E	66.00	1,128.17	118.84	1,247.01	4,988.04
1103D	1103D	59.00	1,008.51	106.24	1,114.75	4,459.00
1103E	1103E	62.00	1,059.79	111.64	1,171.43	4,685.72
1104D	1104D	48.00	820.49	86.43	906.92	3,627.68
1104E	1104E	43.00	735.02	77.43	812.45	3,249.80
1105D	1105D	71.00	1,213.63	127.85	1,341.48	5,365.92
1105E	1105E	71.00	1,213.63	127.85	1,341.48	5,365.92
1106D	1106D	70.00	1,196.54	126.05	1,322.59	5,290.36
1106E	1106E	68.00	1,162.35	122.45	1,284.80	5,139.20
1107D	1107D	59.00	1,008.51	106.24	1,114.75	4,459.00
1107E	1107E	50.00	854.67	90.03	944.70	3,778.80
1108D	1108D	95.00	1,623.88	171.06	1,794.94	7,179.76
1109D	1109D	70.00	1,196.54	126.05	1,322.59	5,290.36
1110D	1110D	71.00	1,213.63	127.85	1,341.48	5,365.92
1201D	1201D	71.00	1,213.63	127.85	1,341.48	5,365.92
1201EA	1201EA	53.00	905.95	95.44	1,001.39	4,005.56
1202D	1202D	45.00	769.20	81.03	850.23	3,400.92
1202E	1202E	69.00	1,179.45	124.25	1,303.70	5,214.80
1203D	1203D	60.00	1,025.61	108.04	1,133.65	4,534.60
1203E	1203E	66.00	1,128.17	118.84	1,247.01	4,988.04
1204D	1204D	48.00	820.49	86.43	906.92	3,627.68
1204E	1204E	44.00	752.11	79.23	831.34	3,325.36
1205D	1205D	72.00	1,230.73	129.65	1,360.38	5,441.52

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
1205E	1205E	74.00	1,264.92	133.25	1,398.17	5,592.68
1206D	1206D	71.00	1,213.63	127.85	1,341.48	5,365.92
1206E	1206E	71.00	1,213.63	127.85	1,341.48	5,365.92
1207D	1207D	60.00	1,025.61	108.04	1,133.65	4,534.60
1207EA	1207EA	46.00	786.30	82.83	869.13	3,476.52
1208D	1208D	97.00	1,658.06	174.66	1,832.72	7,330.88
1209D	1209D	71.00	1,213.63	127.85	1,341.48	5,365.92
1210D	1210D	71.00	1,213.63	127.85	1,341.48	5,365.92
1301D	1301D	74.00	1,264.92	133.25	1,398.17	5,592.68
1301E	1301E	50.00	854.67	90.03	944.70	3,778.80
1302D	1302D	75.00	1,282.01	135.05	1,417.06	5,668.24
1302E	1302E	70.00	1,196.54	126.05	1,322.59	5,290.36
1303D	1303D	46.00	786.30	82.83	869.13	3,476.52
1303E	1303E	65.00	1,111.07	117.04	1,228.11	4,912.44
1304D	1304D	68.00	1,162.35	122.45	1,284.80	5,139.20
1304E	1304E	46.00	786.30	82.83	869.13	3,476.52
1305D	1305D	73.00	1,247.82	131.45	1,379.27	5,517.08
1305E	1305E	75.00	1,282.01	135.05	1,417.06	5,668.24
1306D	1306D	48.00	820.49	86.43	906.92	3,627.68
1306E	1306E	71.00	1,213.63	127.85	1,341.48	5,365.92
1307D	1307D	66.00	1,128.17	118.84	1,247.01	4,988.04
1307E	1307E	51.00	871.77	91.83	963.60	3,854.40
1308D	1308D	67.00	1,145.26	120.64	1,265.90	5,063.60
1401D	1401D	67.00	1,145.26	120.64	1,265.90	5,063.60
1402D	1402D	45.00	769.20	81.03	850.23	3,400.92
1403D	1403D	73.00	1,247.82	131.45	1,379.27	5,517.08
1404D	1404D	49.00	837.58	88.23	925.81	3,703.24
1405D	1405D	74.00	1,264.92	133.25	1,398.17	5,592.68
1406D	1406D	75.00	1,282.01	135.05	1,417.06	5,668.24
1407D	1407D	53.00	905.95	95.44	1,001.39	4,005.56
1408D	1408D	74.00	1,264.92	133.25	1,398.17	5,592.68
1409D	1409D	74.00	1,264.92	133.25	1,398.17	5,592.68
1501D	1501D	68.00	1,162.35	122.45	1,284.80	5,139.20
1502D	1502D	47.00	803.39	84.63	888.02	3,552.08
1503D	1503D	74.00	1,264.92	133.25	1,398.17	5,592.68
1504D	1504D	50.00	854.67	90.03	944.70	3,778.80
1505D	1505D	75.00	1,282.01	135.05	1,417.06	5,668.24
1506DA	1506DA	76.00	1,299.10	136.85	1,435.95	5,743.80
1507D	1507D	53.00	905.95	95.44	1,001.39	4,005.56
1508D	1508D	75.00	1,282.01	135.05	1,417.06	5,668.24

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

<b>Lot</b>	<b>Unit</b>	<b>Lot Liability</b>	<b>Admin Fund</b>	<b>Maintenance Fund</b>	<b>Quarterly Total</b>	<b>Annual Total</b>
1509D	1509D	75.00	1,282.01	135.05	1,417.06	5,668.24
1601D	1601D	69.00	1,179.45	124.25	1,303.70	5,214.80
1602D	1602D	47.00	803.39	84.63	888.02	3,552.08
1603D	1603D	76.00	1,299.10	136.85	1,435.95	5,743.80
1604D	1604D	50.00	854.67	90.03	944.70	3,778.80
1605DA	1605DA	76.00	1,299.10	136.85	1,435.95	5,743.80
1606D	1606D	77.00	1,316.20	138.65	1,454.85	5,819.40
1607D	1607D	54.00	923.05	97.24	1,020.29	4,081.16
1608D	1608D	76.00	1,299.10	136.85	1,435.95	5,743.80
1609D	1609D	75.00	1,282.01	135.05	1,417.06	5,668.24
		<b>21,381.00</b>	<b>\$365,474.43</b>	<b>\$38,499.98</b>	<b>\$403,974.41</b>	<b>\$1,615,897.64</b>



## Approved Levy Schedule to apply from 01/07/2024

Owners Corporation PS411166X-2

Yorkshire Brewery, 82 Wellington street,  
COLLINGWOOD VIC 3066

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
GO2E	GO2E	81.00	80.05	0.00	80.05	320.20
GO3E	GO3E	82.00	81.04	0.00	81.04	324.16
GO4E	GO4E	82.00	81.04	0.00	81.04	324.16
GO5E	GO5E	78.00	77.09	0.00	77.09	308.36
S5	S5	1.00	0.99	0.00	0.99	3.96
GO6E	GO6E	78.00	77.09	0.00	77.09	308.36
GO7E	GO7E	78.00	77.09	0.00	77.09	308.36
GO8E	GO8E	80.00	79.06	0.00	79.06	316.24
GO9E	GO9E	77.00	76.10	0.00	76.10	304.40
G10E	G10E	77.00	76.10	0.00	76.10	304.40
G11E	G11E	77.00	76.10	0.00	76.10	304.40
G13E	G13E	74.00	73.13	0.00	73.13	292.52
G14E	G14E	74.00	73.13	0.00	73.13	292.52
G15E	G15E	74.00	73.13	0.00	73.13	292.52
G16E	G16E	95.00	93.89	0.00	93.89	375.56
G17E	G17E	95.00	93.89	0.00	93.89	375.56
G18E	G18E	70.00	69.18	0.00	69.18	276.72
G19E	G19E	70.00	69.18	0.00	69.18	276.72
201E	201E	43.00	42.50	0.00	42.50	170.00
202E	202E	44.00	43.48	0.00	43.48	173.92
203E	203E	46.00	45.46	0.00	45.46	181.84
204E	204E	39.00	38.54	0.00	38.54	154.16
205E	205E	40.00	39.53	0.00	39.53	158.12
206E	206E	40.00	39.53	0.00	39.53	158.12
207E	207E	59.00	58.31	0.00	58.31	233.24
208E	208E	95.00	93.89	0.00	93.89	375.56
209E	209E	43.00	42.50	0.00	42.50	170.00
210E	210E	43.00	42.50	0.00	42.50	170.00
211E	211E	48.00	47.44	0.00	47.44	189.76
212E	212E	43.00	42.50	0.00	42.50	170.00
213E	213E	44.00	43.48	0.00	43.48	173.92
214E	214E	54.00	53.37	0.00	53.37	213.48
301E	301E	43.00	42.50	0.00	42.50	170.00

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
302E	302E	59.00	58.31	0.00	58.31	233.24
303E	303E	56.00	55.34	0.00	55.34	221.36
304E	304E	40.00	39.53	0.00	39.53	158.12
305E	305E	40.00	39.53	0.00	39.53	158.12
306E	306E	59.00	58.31	0.00	58.31	233.24
307E	307E	99.00	97.84	0.00	97.84	391.36
308E	308E	43.00	42.50	0.00	42.50	170.00
309E	309E	43.00	42.50	0.00	42.50	170.00
310E	310E	49.00	48.43	0.00	48.43	193.72
311E	311E	43.00	42.50	0.00	42.50	170.00
312E	312E	44.00	43.48	0.00	43.48	173.92
313E	313E	55.00	54.36	0.00	54.36	217.44
401E	401E	45.00	44.47	0.00	44.47	177.88
402E	402E	59.00	58.31	0.00	58.31	233.24
403E	403E	56.00	55.34	0.00	55.34	221.36
404E	404E	42.00	41.51	0.00	41.51	166.04
405E	405E	63.00	62.26	0.00	62.26	249.04
406E	406E	60.00	59.30	0.00	59.30	237.20
407E	407E	46.00	45.46	0.00	45.46	181.84
501E	501E	45.00	44.47	0.00	44.47	177.88
502E	502E	60.00	59.30	0.00	59.30	237.20
503E	503E	46.00	45.46	0.00	45.46	181.84
504E	504E	42.00	41.51	0.00	41.51	166.04
505E	505E	65.00	64.24	0.00	64.24	256.96
506E	506E	61.00	60.29	0.00	60.29	241.16
507E	507E	46.00	45.46	0.00	45.46	181.84
601E	601E	45.00	44.47	0.00	44.47	177.88
602E	602E	60.00	59.30	0.00	59.30	237.20
603E	603E	57.00	56.33	0.00	56.33	225.32
604E	604E	40.00	39.53	0.00	39.53	158.12
605E	605E	65.00	64.24	0.00	64.24	256.96
606E	606E	61.00	60.29	0.00	60.29	241.16
607E	607E	46.00	45.46	0.00	45.46	181.84
701E	701E	45.00	44.47	0.00	44.47	177.88
702E	702E	57.00	56.33	0.00	56.33	225.32
703E	703E	56.00	55.34	0.00	55.34	221.36
704E	704E	39.00	38.54	0.00	38.54	154.16
705E	705E	63.00	62.26	0.00	62.26	249.04
706E	706E	60.00	59.30	0.00	59.30	237.20
707E	707E	44.00	43.48	0.00	43.48	173.92

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
801E	801E	46.00	45.46	0.00	45.46	181.84
802E	802E	62.00	61.27	0.00	61.27	245.08
803E	803E	59.00	58.31	0.00	58.31	233.24
804E	804E	41.00	40.52	0.00	40.52	162.08
805E	805E	68.00	67.20	0.00	67.20	268.80
806E	806E	64.00	63.25	0.00	63.25	253.00
807E	807E	47.00	46.45	0.00	46.45	185.80
901E	901E	47.00	46.45	0.00	46.45	185.80
902E	902E	63.00	62.26	0.00	62.26	249.04
903E	903E	60.00	59.30	0.00	59.30	237.20
904E	904E	41.00	40.52	0.00	40.52	162.08
905E	905E	69.00	68.19	0.00	68.19	272.76
906E	906E	67.00	66.22	0.00	66.22	264.88
907E	907E	48.00	47.44	0.00	47.44	189.76
1001E	1001E	46.00	45.46	0.00	45.46	181.84
1002E	1002E	59.00	58.31	0.00	58.31	233.24
1003E	1003E	57.00	56.33	0.00	56.33	225.32
1004E	1004E	41.00	40.52	0.00	40.52	162.08
1005E	1005E	67.00	66.22	0.00	66.22	264.88
1006E	1006E	64.00	63.25	0.00	63.25	253.00
1007E	1007E	44.00	43.48	0.00	43.48	173.92
1101E	1101E	48.00	47.44	0.00	47.44	189.76
1102E	1102E	65.00	64.24	0.00	64.24	256.96
1103E	1103E	61.00	60.29	0.00	60.29	241.16
1104E	1104E	43.00	42.50	0.00	42.50	170.00
1105E	1105E	71.00	70.17	0.00	70.17	280.68
1106E	1106E	67.00	66.22	0.00	66.22	264.88
1107E	1107E	49.00	48.43	0.00	48.43	193.72
1201EA	1201EA	52.00	51.39	0.00	51.39	205.56
1202E	1202E	68.00	67.20	0.00	67.20	268.80
1203E	1203E	65.00	64.24	0.00	64.24	256.96
1204E	1204E	44.00	43.48	0.00	43.48	173.92
1205E	1205E	74.00	73.13	0.00	73.13	292.52
1206E	1206E	70.00	69.18	0.00	69.18	276.72
1207EA	1207EA	45.00	44.47	0.00	44.47	177.88
1301E	1301E	49.00	48.43	0.00	48.43	193.72
1302E	1302E	69.00	68.19	0.00	68.19	272.76
1303E	1303E	64.00	63.25	0.00	63.25	253.00
1304E	1304E	46.00	45.46	0.00	45.46	181.84
1305E	1305E	75.00	74.12	0.00	74.12	296.48



Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
1306E	1306E	71.00	70.17	0.00	70.17	280.68
1307E	1307E	50.00	49.41	0.00	49.41	197.64
		<b>6,577.00</b>	<b>\$6,499.98</b>	<b>\$0.00</b>	<b>\$6,499.98</b>	<b>\$25,999.92</b>



## Approved Levy Schedule to apply from 01/07/2024

Owners Corporation PS411166X-4

Yorkshire Brewery, 82 Wellington Street,  
COLLINGWOOD VIC 3066

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
GO1C	GO1C	62.00	43.54	0.00	43.54	174.16
GO1D	GO1D	30.00	21.07	0.00	21.07	84.28
GO2C	GO2C	52.00	36.52	0.00	36.52	146.08
GO2D	GO2D	54.00	37.93	0.00	37.93	151.72
GO3C	GO3C	60.00	42.14	0.00	42.14	168.56
GO3D	GO3D	57.00	40.03	0.00	40.03	160.12
G12E	G12E	79.00	55.48	0.00	55.48	221.92
101CA	101CA	95.00	66.72	0.00	66.72	266.88
101D	101D	53.00	37.22	0.00	37.22	148.88
102C	102C	94.00	66.02	0.00	66.02	264.08
102D	102D	42.00	29.50	0.00	29.50	118.00
103C	103C	99.00	69.53	0.00	69.53	278.12
103D	103D	63.00	44.25	0.00	44.25	177.00
104D	104D	63.00	44.25	0.00	44.25	177.00
105D	105D	52.00	36.52	0.00	36.52	146.08
106D	106D	65.00	45.65	0.00	45.65	182.60
107D	107D	60.00	42.14	0.00	42.14	168.56
108D	108D	60.00	42.14	0.00	42.14	168.56
109D	109D	54.00	37.93	0.00	37.93	151.72
201D	201D	52.00	36.52	0.00	36.52	146.08
202D	202D	43.00	30.20	0.00	30.20	120.80
203D	203D	43.00	30.20	0.00	30.20	120.80
204D	204D	72.00	50.57	0.00	50.57	202.28
205D	205D	42.00	29.50	0.00	29.50	118.00
206D	206D	61.00	42.84	0.00	42.84	171.36
207D	207D	61.00	42.84	0.00	42.84	171.36
208D	208D	42.00	29.50	0.00	29.50	118.00
209D	209D	40.00	28.09	0.00	28.09	112.36
210D	210D	41.00	28.80	0.00	28.80	115.20
211D	211D	61.00	42.84	0.00	42.84	171.36
212D	212D	61.00	42.84	0.00	42.84	171.36
301D	301D	63.00	44.25	0.00	44.25	177.00
302D	302D	41.00	28.80	0.00	28.80	115.20

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
303D	303D	54.00	37.93	0.00	37.93	151.72
304D	304D	43.00	30.20	0.00	30.20	120.80
305D	305D	62.00	43.54	0.00	43.54	174.16
306D	306D	62.00	43.54	0.00	43.54	174.16
307D	307D	42.00	29.50	0.00	29.50	118.00
308DA	308DA	37.00	25.99	0.00	25.99	103.96
309D	309D	41.00	28.80	0.00	28.80	115.20
310D	310D	62.00	43.54	0.00	43.54	174.16
311D	311D	62.00	43.54	0.00	43.54	174.16
401D	401D	64.00	44.95	0.00	44.95	179.80
402D	402D	42.00	29.50	0.00	29.50	118.00
403D	403D	55.00	38.63	0.00	38.63	154.52
404D	404D	43.00	30.20	0.00	30.20	120.80
405D	405D	63.00	44.25	0.00	44.25	177.00
406D	406D	63.00	44.25	0.00	44.25	177.00
407D	407D	49.00	34.41	0.00	34.41	137.64
408D	408D	44.00	30.90	0.00	30.90	123.60
409D	409D	44.00	30.90	0.00	30.90	123.60
410D	410D	63.00	44.25	0.00	44.25	177.00
411D	411D	63.00	44.25	0.00	44.25	177.00
501D	501D	65.00	45.65	0.00	45.65	182.60
502D	502D	43.00	30.20	0.00	30.20	120.80
503D	503D	55.00	38.63	0.00	38.63	154.52
504D	504D	44.00	30.90	0.00	30.90	123.60
505D	505D	64.00	44.95	0.00	44.95	179.80
506D	506D	64.00	44.95	0.00	44.95	179.80
507D	507D	49.00	34.41	0.00	34.41	137.64
508D	508D	44.00	30.90	0.00	30.90	123.60
509D	509D	44.00	30.90	0.00	30.90	123.60
510D	510D	64.00	44.95	0.00	44.95	179.80
511D	511D	64.00	44.95	0.00	44.95	179.80
601D	601D	68.00	47.76	0.00	47.76	191.04
602D	602D	68.00	47.76	0.00	47.76	191.04
603D	603D	42.00	29.50	0.00	29.50	118.00
604D	604D	60.00	42.14	0.00	42.14	168.56
605D	605D	60.00	42.14	0.00	42.14	168.56
606D	606D	43.00	30.20	0.00	30.20	120.80
607D	607D	43.00	30.20	0.00	30.20	120.80
608D	608D	43.00	30.20	0.00	30.20	120.80
609D	609D	60.00	42.14	0.00	42.14	168.56

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
610D	610D	60.00	42.14	0.00	42.14	168.56
701D	701D	60.00	42.14	0.00	42.14	168.56
702D	702D	44.00	30.90	0.00	30.90	123.60
703D	703D	66.00	46.35	0.00	46.35	185.40
704D	704D	45.00	31.60	0.00	31.60	126.40
705D	705D	66.00	46.35	0.00	46.35	185.40
706D	706D	66.00	46.35	0.00	46.35	185.40
707D	707D	46.00	32.31	0.00	32.31	129.24
708D	708D	48.00	33.71	0.00	33.71	134.84
709D	709D	44.00	30.90	0.00	30.90	123.60
710DA	710DA	66.00	46.35	0.00	46.35	185.40
711D	711D	66.00	46.35	0.00	46.35	185.40
801D	801D	61.00	42.84	0.00	42.84	171.36
802D	802D	44.00	30.90	0.00	30.90	123.60
803D	803D	67.00	47.06	0.00	47.06	188.24
804D	804D	45.00	31.60	0.00	31.60	126.40
805D	805D	67.00	47.06	0.00	47.06	188.24
806D	806D	67.00	47.06	0.00	47.06	188.24
807D	807D	46.00	32.31	0.00	32.31	129.24
808D	808D	48.00	33.71	0.00	33.71	134.84
809D	809D	45.00	31.60	0.00	31.60	126.40
810D	810D	67.00	47.06	0.00	47.06	188.24
811D	811D	67.00	47.06	0.00	47.06	188.24
901D	901D	62.00	43.54	0.00	43.54	174.16
902D	902D	44.00	30.90	0.00	30.90	123.60
903D	903D	68.00	47.76	0.00	47.76	191.04
904D	904D	46.00	32.31	0.00	32.31	129.24
905D	905D	68.00	47.76	0.00	47.76	191.04
906D	906D	68.00	47.76	0.00	47.76	191.04
907D	907D	47.00	33.01	0.00	33.01	132.04
908D	908D	49.00	34.41	0.00	34.41	137.64
909D	909D	45.00	31.60	0.00	31.60	126.40
910DA	910DA	68.00	47.76	0.00	47.76	191.04
911D	911D	68.00	47.76	0.00	47.76	191.04
1001D	1001D	72.00	50.57	0.00	50.57	202.28
1002D	1002D	72.00	50.57	0.00	50.57	202.28
1003D	1003D	44.00	30.90	0.00	30.90	123.60
1004D	1004D	64.00	44.95	0.00	44.95	179.80
1005D	1005D	64.00	44.95	0.00	44.95	179.80
1006D	1006D	46.00	32.31	0.00	32.31	129.24

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
1007D	1007D	79.00	55.48	0.00	55.48	221.92
1008D	1008D	64.00	44.95	0.00	44.95	179.80
1009D	1009D	64.00	44.95	0.00	44.95	179.80
1101D	1101D	69.00	48.46	0.00	48.46	193.84
1102D	1102D	44.00	30.90	0.00	30.90	123.60
1103D	1103D	58.00	40.73	0.00	40.73	162.92
1104D	1104D	47.00	33.01	0.00	33.01	132.04
1105D	1105D	70.00	49.16	0.00	49.16	196.64
1106D	1106D	70.00	49.16	0.00	49.16	196.64
1107D	1107D	58.00	40.73	0.00	40.73	162.92
1108D	1108D	95.00	66.72	0.00	66.72	266.88
1109D	1109D	70.00	49.16	0.00	49.16	196.64
1110D	1110D	70.00	49.16	0.00	49.16	196.64
1201D	1201D	70.00	49.16	0.00	49.16	196.64
1202D	1202D	45.00	31.60	0.00	31.60	126.40
1203D	1203D	59.00	41.44	0.00	41.44	165.76
1204D	1204D	47.00	33.01	0.00	33.01	132.04
1205D	1205D	71.00	49.86	0.00	49.86	199.44
1206D	1206D	71.00	49.86	0.00	49.86	199.44
1207D	1207D	59.00	41.44	0.00	41.44	165.76
1208D	1208D	96.00	67.42	0.00	67.42	269.68
1209D	1209D	71.00	49.86	0.00	49.86	199.44
1210D	1210D	71.00	49.86	0.00	49.86	199.44
1301D	1301D	74.00	51.97	0.00	51.97	207.88
1302D	1302D	74.00	51.97	0.00	51.97	207.88
1303D	1303D	45.00	31.60	0.00	31.60	126.40
1304D	1304D	67.00	47.06	0.00	47.06	188.24
1305D	1305D	73.00	51.27	0.00	51.27	205.08
1306D	1306D	47.00	33.01	0.00	33.01	132.04
1307D	1307D	66.00	46.35	0.00	46.35	185.40
1308D	1308D	66.00	46.35	0.00	46.35	185.40
1401D	1401D	67.00	47.06	0.00	47.06	188.24
1402D	1402D	45.00	31.60	0.00	31.60	126.40
1403D	1403D	73.00	51.27	0.00	51.27	205.08
1404D	1404D	48.00	33.71	0.00	33.71	134.84
1405D	1405D	73.00	51.27	0.00	51.27	205.08
1406D	1406D	74.00	51.97	0.00	51.97	207.88
1407D	1407D	52.00	36.52	0.00	36.52	146.08
1408D	1408D	73.00	51.27	0.00	51.27	205.08
1409D	1409D	73.00	51.27	0.00	51.27	205.08

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
1501D	1501D	68.00	47.76	0.00	47.76	191.04
1502D	1502D	46.00	32.31	0.00	32.31	129.24
1503D	1503D	74.00	51.97	0.00	51.97	207.88
1504D	1504D	49.00	34.41	0.00	34.41	137.64
1505D	1505D	74.00	51.97	0.00	51.97	207.88
1506DA	1506DA	75.00	52.67	0.00	52.67	210.68
1507D	1507D	52.00	36.52	0.00	36.52	146.08
1508D	1508D	74.00	51.97	0.00	51.97	207.88
1509D	1509D	74.00	51.97	0.00	51.97	207.88
1601D	1601D	69.00	48.46	0.00	48.46	193.84
1602D	1602D	46.00	32.31	0.00	32.31	129.24
1603D	1603D	75.00	52.67	0.00	52.67	210.68
1604D	1604D	49.00	34.41	0.00	34.41	137.64
1605DA	1605DA	75.00	52.67	0.00	52.67	210.68
1606D	1606D	76.00	53.38	0.00	53.38	213.52
1607D	1607D	53.00	37.22	0.00	37.22	148.88
1608D	1608D	75.00	52.67	0.00	52.67	210.68
1609D	1609D	75.00	52.67	0.00	52.67	210.68
		<b>10,145.00</b>	<b>\$7,125.01</b>	<b>\$0.00</b>	<b>\$7,125.01</b>	<b>\$28,500.04</b>



## Approved Levy Schedule to apply from 01/07/2024

Owners Corporation PS411166X-5

Yorkshire Brewery, 82 Wellington Street,  
COLLINGWOOD VIC 3066

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
GO2A	GO2A	47.00	138.78	0.00	138.78	555.12
GO3A	GO3A	50.00	147.64	0.00	147.64	590.56
101A	101A	69.00	203.74	0.00	203.74	814.96
102A	102A	42.00	124.02	0.00	124.02	496.08
103A	103A	49.00	144.68	0.00	144.68	578.72
201A	201A	85.00	250.98	0.00	250.98	1,003.92
202A	202A	42.00	124.02	0.00	124.02	496.08
203A	203A	49.00	144.68	0.00	144.68	578.72
301A	301A	90.00	265.75	0.00	265.75	1,063.00
302A	302A	50.00	147.64	0.00	147.64	590.56
303A	303A	48.00	141.73	0.00	141.73	566.92
401A	401A	95.00	280.51	0.00	280.51	1,122.04
501A	501A	100.00	295.28	0.00	295.28	1,181.12
601A	601A	200.00	590.55	0.00	590.55	2,362.20
		<b>1,016.00</b>	<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$3,000.00</b>	<b>\$12,000.00</b>

## Certificate of Currency

<b>Insured:</b>	OC 411166X
<b>Policy Number:</b>	93212196
<b>Policy Period:</b>	From: 4PM on 16/10/2023 To: 4PM on 16/10/2024
<b>Particulars Of Insurance:</b>	Residential Strata Insurance as outlined in Chubb Owners Corporation Elite Package Chubb16-275-0521
<b>Location:</b>	1-21 Robert Street, Collingwood VIC 3066
<b>Sum Insured:</b>	
Building & Common property	\$124,954,830
Temporary Accommodation and Loss of Rent	\$18,724,500
Catastrophe Extension and Owners Improvements	Not Insured
First Loss Terrorism	Not Insured
General Liability	\$20,000,000
Crime Insurance	\$100,000
Machinery Breakdown	\$100,000
Management Committee Liability	\$1,000,000
Voluntary Workers (in the aggregate any one period)	\$500,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$30,000
Appeal Expenses (in the aggregate any one period)	\$150,000
<b>Chubb Proportion:</b>	100%
<b>Date:</b>	16 October 2023

All the values on this Certificate of Currency are correct as at 16 October 2023 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.



This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

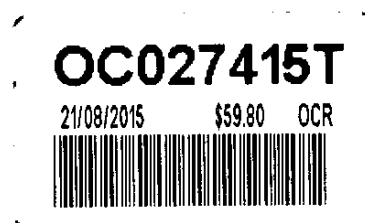
The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

A handwritten signature in dark ink, appearing to read 'Ana De Corrado', with a horizontal line underneath.

Ana De Corrado | **Chubb Insurance Australia Limited**

# Owners Corporation Notification of Making Rules

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



Lodged by

Name: Russell Kennedy Lawyers  
Phone: 03 9609 1555  
Address: Level 12 469 La Trobe Street  
Melbourne Vic 3000  
Reference: 306695-00001 MBM  
Customer Code: 1513M

Applicant: *(full name and address including postcode)*

SMA No. 14 Pty Ltd of Suite 2, Level 2, 51-65 Clarke Street, Southbank VIC 3006

Plan No.: PS4111664X Owners Corporation No. 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 21/8/15

Signature of Australian legal practitioner under the Legal Profession Uniform Law (Victoria) for applicant

A handwritten signature in black ink, appearing to read "Mark Russell McKinley".

**MARK RUSSELL McKINLEY**  
Level 12, 469 La Trobe Street  
Melbourne, Victoria 3000  
An Australian Legal Practitioner  
within the meaning of The Legal  
Profession Uniform Law (Victoria)

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## OC5

Page 1 of 1

**THE BACK OF THIS FORM MUST NOT BE USED**

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

MYS 4474919v1 NMO

Page 47 of 102

**OC027415T**

21/08/2015

\$59.80

OCR



## **Owners Corporation Rules**

Owners corporation no. 1 plan no. PS411166X

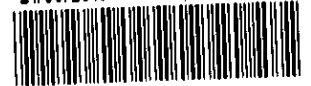
Property: 1-21 Robert Street, Collingwood

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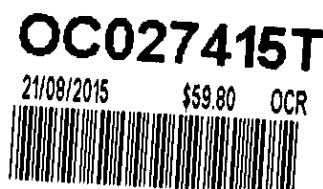
## Table of Contents

<b>1.</b>	<b>Definitions and interpretation</b>	<b>1</b>
1.1	Defined terms	1
1.2	Interpretation	2
<b>2.</b>	<b>The Owners Corporation may grant special rights</b>	<b>2</b>
2.1	Special rights	2
2.2	A Member must not interfere with another's rights	2
<b>3.</b>	<b>Members' obligations</b>	<b>3</b>
3.1	A Member must do these things	3
3.2	A Member may do these things with Owners Corporation consent	3
3.3	A Member must not do these things and must remove such items as requested	4
3.4	Damage to Common Property	5
<b>4.</b>	<b>Rubbish disposal</b>	<b>5</b>
4.1	A Member must do these things	5
4.2	Specific things a Member must do	6
4.3	A Member must not do these things	6
4.4	Retail area	6
<b>5.</b>	<b>Animals</b>	<b>7</b>
<b>6.</b>	<b>Vehicles on the Common Property</b>	<b>7</b>
6.1	A Member must do these things	7
6.2	A Member must not do these things	7
6.3	The Owners Corporation may do these things	8
<b>7.</b>	<b>Bicycle storage</b>	<b>8</b>
<b>8.</b>	<b>Storage cage</b>	<b>8</b>
<b>9.</b>	<b>Using the Gym</b>	<b>9</b>
9.1	Meaning of words	9
9.2	Rules for using the Gym	9
<b>10.</b>	<b>Building works</b>	<b>10</b>
10.1	No building works without Owners Corporation consent	10
10.2	The process for building works	10
10.3	Restrictions on building works	10
10.4	Damage to Common Property	11
10.5	The Member must pay Owners Corporation costs	11
<b>11.</b>	<b>Receiving or delivering Large Items</b>	<b>11</b>
11.1	Meaning of words	11
11.2	Moving Large Items	11
11.3	Damage to Common Property	12
11.4	Moving in and vacating	12
<b>12.</b>	<b>Members not to damage structures</b>	<b>12</b>
12.1	Structural integrity of buildings	12
12.2	Floor loading	13

<b>13.</b>	<b>Obeying laws (including compliance with the HIMP and Heritage Subdivision Permit)</b>	<b>13</b>
<b>14.</b>	<b>Emergency procedures</b>	<b>13</b>
14.1	Fire drills	13
14.2	Imminent danger	14
14.3	Emergency equipment	14
14.4	Fire control	14
<b>15.</b>	<b>Security</b>	<b>14</b>
15.1	Owners Corporation may issue Security Keys	14
15.2	Members cannot copy keys or change locks	15
15.3	Security Keys are Members' responsibility	15
15.4	Security of Common Property	15
<b>16.</b>	<b>Advertising Space</b>	<b>15</b>
16.1	Owners Corporation may allocate Advertising Space	15
16.2	Member or Occupier must give their details and pay costs	15
16.3	Design of entry at the discretion of Owners Corporation	16
16.4	Owners Corporation must maintain the Advertising Space	16
<b>17.</b>	<b>Access to a lot by the Owners Corporation</b>	<b>16</b>
<b>18.</b>	<b>Developer may install advertising signs</b>	<b>17</b>
<b>19.</b>	<b>Compliance with Rules by others</b>	<b>17</b>
19.1	Invitees	17
19.2	Tenants and licensees	17
19.3	Contractors	17
19.4	Leasing or selling agents	17
19.5	Functions or parties	18
19.6	Leasing or selling agents	18
19.7	Functions or parties	19
<b>20.</b>	<b>Owners Corporation may recover costs</b>	<b>19</b>
20.1	Owners Corporation may fix a Member's breach	19
20.2	Owners Corporation may recover costs on demand	19
<b>21.</b>	<b>Owners Corporation may take action for a breach of these Rules</b>	<b>19</b>
21.1	Owners Corporation may issue proceedings	19
21.2	Penalty interest	19
<b>22.</b>	<b>Owners Corporation consent</b>	<b>20</b>
<b>23.</b>	<b>Member complaints</b>	<b>20</b>
<b>24.</b>	<b>Member indemnity</b>	<b>20</b>
<b>25.</b>	<b>Using a lot for business</b>	<b>20</b>
25.1	Member must comply with law	20
25.2	Additional obligations concerning rubbish disposal	21
25.3	Specific rule concerning alcohol and food consumption on Common Property	21
25.4	Additional obligations concerning fire control	21
25.5	Additional obligations for retail business	21



<b>26.</b>	<b>Dispute resolution</b>	<b>22</b>
26.1	Application of this Rule	22
26.2	Procedure for dispute resolution	22
26.3	Dispute not resolved	23
<b>27.</b>	<b>Blinds</b>	<b>23</b>
<b>28.</b>	<b>For Sale Signs</b>	<b>23</b>



OC027415T

21/08/2015 \$59.80 OCR



## Owners corporation rules

### Owners corporation no. 1 plan no PS411166X

#### Property: 1-21 Robert Street, Collingwood

## 1. Definitions and interpretation

### 1.1 Defined terms

In these Rules:

- (a) **Act** means the *Subdivision Act 1988 (Vic)*;
- (b) **Advertising Space** means any part of the Common Property designated by the Owners Corporation for advertising purposes and includes any advertising space on any pylon, directory board or external façade of any building on the Common Property;
- (c) **Authority** means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;
- (d) **Common Property** means the common property shown as common property no. 1 on the Plan;
- (e) **Developer** means SMA No. 14 Pty Ltd ACN 138 270 050;
- (f) **Development** means the residential and retail development at 1-21 Robert Street, Collingwood;
- (g) **Heritage Subdivision Permit** means permit number P23076 issued by Heritage Victoria on 16 June 2015, a copy of which is available for inspection in the records of the Owners Corporation;
- (h) **HIMP** means the Heritage Infrastructure Management Plan approved by Heritage Victoria in relation to the Development, as referred to and required by the Heritage Subdivision Permit;
- (i) **Member** means a member of the Owners Corporation;
- (j) **Occupier** means an occupier of a lot on the Plan;
- (k) **Owners Corporation** means owners corporation no. 1 plan no PS411166X;
- (l) **Plan** means plan of subdivision PS411166X;
- (m) **Rules** means these rules;
- (n) **Security Key** means a key, magnetic card or other device used to open and close doors, gates, windows or locks of a lot or the Common Property; and
- (o) **Services** means the services and utilities provided for a lot or the Common Property including water, gas, electricity, lighting, sanitation, air-conditioning and ventilation, lights, escalators, elevators, fire control, security, telephone,

facsimile, computer services and communications together with all plant and equipment needed to provide them.

## 1.2 Interpretation

In these Rules, unless the context requires otherwise:

- (a) a heading may be used to help interpretation, but is not legally binding;
- (b) a gender includes the other genders;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) a reference to a person includes that person's successors, personal representatives and permitted assigns;
- (e) if 2 or more people are described as a party, each person is liable for their obligations and entitled to their rights jointly and severally;
- (f) a reference to all or any part of a statute, ordinance or other law (**statute**) includes:
  - (i) any rules, regulations or other instruments made under that statute; and
  - (ii) that statute as amended, consolidated, re-enacted or replaced from time to time;
- (g) a reference to an owners corporation includes any elected committee of the owners corporation,
- (h) the word "include" or any form of that word, when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind; and
- (i) a reference to a thing includes a part of that thing.

## 2. The Owners Corporation may grant special rights

### 2.1 Special rights

Subject to the Act, the obligations and restrictions set out in these Rules are subject to any rights that may be given to any person by the Owners Corporation. If there is any conflict between these Rules and any rights given by the Owners Corporation, then the rights given by the Owners Corporation prevail in respect of the person to whom those rights are given.

### 2.2 A Member must not interfere with another's rights

A Member or Occupier must not:

- (a) use any part of the Common Property over which the Owners Corporation has granted exclusive use or enjoyment rights to another person; or





- (b) interfere with a manager performing their duties under any management agreement entered into with the Owners Corporation.

### **3. Members' obligations**

#### **3.1 A Member must do these things**

A Member or Occupier must:

- (a) keep their lot clean and in good repair;
- (b) clean the windows and, to the extent that there is direct access to the exterior of the lot from their lot, the exterior of their lot, and keep them in good repair;
- (c) promptly repair all broken glass or replace it with glass of the same or similar quality;
- (d) keep any plants, gardens and lawns on their lot trimmed, well watered and in good condition;
- (e) keep their lot secure;
- (f) use the Services, driveways, pathways and any other facilities in a lot or on any part of the Common Property only for their designated purpose;
- (g) use any items placed on the Common Property by the Owners Corporation only for their designated purpose;
- (h) promptly notify the Owners Corporation on becoming aware of:
  - (i) any damage or defect in a lot, the Common Property or to any Services; and
  - (ii) anything likely to cause danger or risk to any person or property in or near a lot or the Common Property;
- (i) must be appropriately clothed when on any part of a lot visible from another lot and when on any part of the Common Property;
- (j) comply with any parking directions given orally or published by the Owners Corporation in respect of parking and driving on or about the Common Property; and
- (k) at all times, comply with the HIMP.

#### **3.2 A Member may do these things with Owners Corporation consent**

A Member or Occupier may do any of the following if it gets Owners Corporation consent first:

- (a) install on, attach to or hang from the exterior of any lot or any part of the Common Property any sign, furnishing, device, aerial, satellite dish, cable television or any other object;
- (b) install, attach or hang any window coverings or awnings;

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- (c) put anything in their lot which is visible from outside their lot and is inconsistent with the appearance of other lots or the Common Property;
- (d) hang a wind chime or other item on or from a balcony or terrace;
- (e) store or use dangerous or flammable substances except Owners Corporation consent is not needed for storage or use of dangerous or flammable substances:
  - (i) in the normal conduct of the Member's or Occupier's use of their lot;
  - (ii) only in such quantities permitted by law; and
  - (iii) only if stored strictly in accordance with all relevant safety standards; and
- (f) do anything which may cause any insurance premium payable by the Owners Corporation to be increased.

### **3.3 A Member must not do these things and must remove such items as requested**

A Member or Occupier must not:

- (a) obstruct the lawful use of Common Property by any person;
- (b) make any noise or behave in a way likely to interfere with the peaceful enjoyment of any person in another lot or lawfully using Common Property;
- (c) allow any hazardous, noxious, offensive or unlawful thing to happen including anything causing annoyance, nuisance, danger or damage to any person or property;
- (d) paint, finish, mark, damage, deface or otherwise alter the exterior of any building or improvement forming part of any lot or the Common Property;
- (e) tint or otherwise treat any windows or other glazed parts of their lot or the Common Property;
- (f) obstruct any of the entrances, exits or passages to any lot or to or on the Common Property;
- (g) throw anything over any balcony or from any Common Property;
- (h) do anything which may invalidate or suspend any insurance policy effected by the Owners Corporation;
- (i) hinder or obstruct any contractor or workman employed by the Owners Corporation;
- (j) use offensive language or behave in a way which may cause offence or embarrassment to another person;
- (k) subject to Rule 25.3, smoke or drink alcohol in any part of the Common Property;

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- (l) throw cigarette butts or cigarette ash on the Common Property;
- (m) allow any child under the Member's or Occupier's control to play on any part of the Common Property;
- (n) allow any child under the Member's or Occupier's control to be in any part of the Common Property which may be dangerous or hazardous to children, including any car park, driveway or stairs unless the child is with an adult;
- (o) allow any person under the Member's or Occupier's control to use skateboards, roller skates or roller blades on the Common Property;
- (p) remove any item from the Common Property which has been placed there by the Owners Corporation;
- (q) interfere with or modify any Services;
- (r) interfere with or modify any intercom, television aerial or communication system;
- (s) cover any storage area;
- (t) enter any plant room;
- (u) operate any electronic or other equipment which interferes with any television, radio, telephone, computer or domestic appliances lawfully being used on any other lot or the Common Property;
- (v) install or use any intruder alarm which makes a sound which can be heard from outside their lot;
- (w) use a barbecue or other cooking appliance on any balcony, terrace or Common Property except any barbecue supplied by the Owners Corporation on Common Property and then only in accordance with any direction issued by the Owners Corporation regarding its use;
- (x) hang any clothing, towel, bedding or other item in a place which can be seen from outside their lot;
- (y) except in accordance with Rule 16, put up any 'for sale' or 'for lease' signs on Common Property; and
- (z) damage any plants, gardens and lawns on the Common Property.

### **3.4 Damage to Common Property**

A Member or Occupier must immediately pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to Common Property and the Services caused by the Member or Occupier.

## **4. Rubbish disposal**

### **4.1 A Member must do these things**

A Member or Occupier must:

**OC027415T**

21/08/2015 \$59.80 OCR



- (a) keep rubbish in appropriate containers and make sure rubbish is cleared on collection days; and
- (b) comply with any directions of the Owners Corporation concerning disposal or recycling of rubbish.

#### **4.2 Specific things a Member must do**

Without limiting Rule 4.1, a Member or Occupier must:

- (a) clean, drain and place glass, unbroken, in the area which the Owners Corporation provides for this purpose;
- (b) store recyclable items, including paper and plastic, in the area which the Owners Corporation provides for this purpose;
- (c) flatten cardboard and packaging and place it neatly in the area which the Owners Corporation provides for this purpose; and
- (d) drain and securely wrap rubbish in small parcels or bags and put them in the rubbish chute if there is one.

#### **4.3 A Member must not do these things**

A Member or Occupier must not:

- (a) leave any rubbish, pallet, equipment or articles of any kind on the Common Property except in a receptacle or area specifically provided for that purpose by the Owners Corporation;
- (b) deposit any hard rubbish or flammable materials through any rubbish chute; or
- (c) burn rubbish or other materials in their lot or on the Common Property.

#### **4.4 Retail area**

Without limiting any other Rule, the Occupier of any lot used as a restaurant, café or other retail purpose must:

- (a) take out their own rubbish bins on each rubbish collection day to the bin collection area nominated by the Owners Corporation and bring the bins in before 9.00 am on each collection day Monday to Saturday, and before 10.00 am on Sundays;
- (b) avoid unnecessary noise when filling rubbish bins and make sure that contractors pick up the bins between the hours of 6.00 am and 9.00 am Monday to Saturday, and 6.00 am and 10.00 am Sundays;
- (c) make sure that lids on the bins are securely closed at all times and that the bins are kept clean;
- (d) store all bins, bottles, cardboard, paper and any other refuse within their lot (but not any car park forming part of their lot) or in the area which the Owners Corporation provides for this purpose;



- (e) only place rubbish bins, bottles, cardboard, paper or any other refuse on Common Property provided by the Owners Corporation for rubbish bin and recycling collection at the appropriate times for collection;
- (f) make sure that any perishable rubbish is refrigerated and hidden from view; and
- (g) wash rubbish bins only within their lot (excluding any car park forming part of their lot) or in the area which the Owners Corporation provides for this purpose.

## **5. Animals**

A Member or Occupier must make sure that any animal:

- (a) is properly restrained and kept on a leash or carried in a cage at all times when on Common Property;
- (b) does not urinate or defecate on Common Property;
- (c) enters or leaves their lot through the basement and not through the main entrance lobby, if there is one; and
- (d) is permanently removed from their lot or the Common Property after the Member or Occupier is requested to do so by the Owners Corporation if the Owners Corporation has resolved that the animal is causing a nuisance.

## **6. Vehicles on the Common Property**

### **6.1 A Member must do these things**

A Member or Occupier must:

- (a) only use car parking spaces to park vehicles;
- (b) promptly clean up any oil or other fluid emitted by any vehicle the Member or Occupier brings into the Common Property;
- (c) observe any parking directions given by the Owners Corporation;
- (d) observe every traffic sign on or at the entrance or exit of any car parking spaces;
- (e) observe any condition of entry of the Owners Corporation concerning the car parking spaces; and
- (f) make sure that any vehicle is parked wholly within a marked car parking space.

### **6.2 A Member must not do these things**

A Member or Occupier must not:

- (a) park in a lot or a car stacker that is not owned or occupied by them without the permission of the relevant lot or car stacker owner;



- (b) park or leave a vehicle on Common Property so as to obstruct a driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation;
- (c) leave any unregistered vehicle on a lot or on the Common Property;
- (d) park in an area allocated for visitor parking; or
- (e) allow a visitor to park in a visitor parking area for more than 48 hours.

### **6.3 The Owners Corporation may do these things**

The Owners Corporation may:

- (a) move any vehicle which is not parked wholly within a marked car parking space;
- (b) move any vehicle which is not parked in the spot designated for that vehicle;
- (c) install traffic signs in the car parking area and the entrances and exits to the car parking area; and
- (d) designate car parks, including by numbering or line marking.

## **7. Bicycle storage**

A Member or Occupier must:

- (a) store any bicycle in the area which the Owners Corporation provides for this purpose; and
- (b) not bring any bicycle into a lot or any part of the Common Property, including the foyers, stairwells, hallways, garden areas, balconies or any other area designated by the Owners Corporation.

## **8. Storage cage**

A Member or Occupier must:

- (a) not install a storage cage without Owners Corporation consent;
- (b) only line storage cages with black shade cloth;
- (c) not modify the external appearance of a storage cage;
- (d) remove items from a storage cage at the written request of the Owners Corporation Manager;
- (e) remove any lining placed internally or externally to the storage cage if requested to do so in writing by the Owners Corporation; and
- (f) not permit or facilitate anyone other than an Occupier of a residential or retail lot in the Development to occupy, use or take any form of possession of a storage cage. For the purpose of this rule 8(f), a person is not an Occupier if that person:

**OC027415T**

21/08/2015 \$59.80 OCR



- (i) only owns, leases, licenses or otherwise occupies, uses or possesses one or more storage cages; and
- (ii) does not occupy a residential or retail lot in the Development.

## **9. Using the Gym**

### **9.1 Meaning of words**

In these Rules:

**Gym** means any part of the Common Property designated by the Owners Corporation as a gymnasium;

### **9.2 Rules for using the Gym**

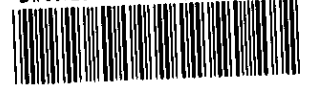
The following Rules apply to the use of the Gym:

- (a) the Gym may only be used by Members, Occupiers and their guests;
- (b) guests may use the Gym only if accompanied by a Member or Occupier;
- (c) appropriate clothing and footwear must be worn in the Gym;
- (d) no food or alcohol can be taken into the Gym;
- (e) smoking is not permitted in the Gym;
- (f) the hours of use for the Gym are between 6.00am and 10.00pm 7 days a week;
- (g) only Members, Occupiers and guests who have had a fitness evaluation may use the Gym equipment;
- (h) children are not permitted in the Gym;
- (i) Gym users must bring their own towels to use on the Gym equipment;
- (j) Gym users must wipe down all Gym equipment after use;
- (k) all users of the Gym do so at their own risk.
- (l) all users of the Gym are to follow any rules posted in this area by the Owners Corporation from time to time; and
- (m) commercial tenants and their employees are permitted to use this area, however commercial tenants and their employees are not permitted to bring guests.

**OC027415T**

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## 10. Building works

### 10.1 No building works without Owners Corporation consent

- (a) A Member or Occupier must get Owners Corporation consent before they may do any building works relating to the lot or the Services (for example, demolishing walls or altering the interior design of a lot).
- (b) For any lot owned or as advised by the Developer, Rule 10.2 does not apply, however the Developer must still seek consent from the Owners Corporation as per Rule 10.1(a), which consent must be provided in a timely manner and must not be unreasonably withheld.

### 10.2 The process for building works

For any proposed building works under this Rule, the Member or Occupier must:

- (a) if the Owners Corporation asks, promptly give the Owners Corporation copies of all detailed drawings and other specifications of the proposed building works;
- (b) follow the reasonable requirements and directions of the Owners Corporation;
- (c) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and give a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation;
- (d) make sure the proposed building works are done in a proper and workmanlike way and following any drawings and specifications;
- (e) get any necessary permits or approvals to allow the proposed building works to be done and give copies of them to the Owners Corporation;
- (f) make sure that the proposed building works comply with all laws, including getting an occupancy permit or final inspection, when necessary; and
- (g) make sure the proposed building works are done at times and in a way that minimises damage, disturbance and inconvenience to others.

### 10.3 Restrictions on building works

The Member or Occupier must make sure that they and their agents and contractors doing the building works comply with these restrictions:

- (a) no building materials may be stacked or stored outside their lot;
- (b) no scaffolding may be erected on the Common Property or the exterior of their lot;
- (c) building works must be done during times permitted by local laws, as required by any responsible Authority;
- (d) the exterior of any building on the lot and the Common Property must be clean and in a safe state at all times;



- (e) construction vehicles and construction worker's vehicles must not be brought into or parked on the Common Property;
- (f) the method of building operations, means of access, use of Common Property, on-site management, building protection and hours of work must comply with the reasonable directions of the Owners Corporation;
- (g) access to other lots or the Common Property to install or maintain Services or to do any building works requires the consent of the owner of the relevant lot or, in the case of Common Property, the consent of the Owners Corporation; and
- (h) no interference to be caused to the retail or commercial operations within the Development, including restricting access to lots on which retail or commercial activities take place.

#### 10.4 Damage to Common Property

- (a) A Member or Occupier must immediately:
  - (i) repair any damage to the Common Property and Services caused by the building works; and
  - (ii) clean and remove any dirt, debris or other rubbish resulting from the building works.
- (b) If the Member or Occupier breaches this Rule 10, the Member or Occupier indemnifies the Owners Corporation against any damage, expense, loss or liability incurred by the Owners Corporation if the Owners Corporation makes good any damage to, or cleans, the Common Property and the Services.

#### 10.5 The Member must pay Owners Corporation costs

If the Owners Corporation requires advice from an architect or other consultant concerning the proposed building works, the Member or Occupier must pay on demand the reasonable fees and expenses which the Owners Corporation incurs for seeking that advice.

### 11. Receiving or delivering Large Items

#### 11.1 Meaning of words

In this Rule:

**Large Items** means furniture, goods, equipment or any item which may damage or obstruct any part of the Common Property; and

Subject to Rule 11.2, **Route** means the part of the Common Property through which the Member or Occupier proposes to move a Large Item.

#### 11.2 Moving Large Items

When delivering or receiving Large Items, the Member or Occupier must:

**OC027415T**

21/08/2015 \$59.80 OCR



- (a) notify the Owners Corporation of the Member's or Occupier's intention to move the Large Items at least 48 hours before the proposed move;
- (b) allow a representative of the Owners Corporation to be present when the Large Items are moved;
- (c) comply with all directions of the Owners Corporation, including the date and time for moving the Large Items and coordinating removalists or tradespeople involved in the move;
- (d) only use those parts of the Common Property, and at such times, as the Owners Corporation allows;
- (e) only use service lifts or lifts designated by the Owners Corporation and not use passenger lifts to carry the Large Items and, if the Owners Corporation requires, only after the Owners Corporation has placed protective covers in the lift to minimise damage;
- (f) not allow any Large Items to contact lift doors or walls, including static contact by leaning or stacking the Large Items against the lift door;
- (g) not restrict access to any lifts, lobbies, fire escapes or car parking area; and
- (h) not carry the Large Items through any building or the Common Property unless the Owners Corporation consents first.

### **11.3 Damage to Common Property**

- (a) Subject to Rule 11.2, before a Member or Occupier may move a Large Item, they must inspect the Route with the Owners Corporation to establish the state of repair of the Route.
- (b) A Member must immediately:
  - (i) repair any damage to the Common Property and Route caused by moving the Large Items;
  - (ii) remove any rubbish, including paper, boxes or cartons; and
  - (iii) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to or cleaning of the Common Property and the Route.

### **11.4 Moving in and vacating**

Without limitation, Rule 11 applies to any items moved into or out of a lot when a Member or Occupier moves into or vacates a lot.

## **12. Members not to damage structures**

### **12.1 Structural integrity of buildings**

A Member or Occupier must not do anything that may interfere with:



- (a) any support or shelter given by a lot or a part of the Common Property for any other lot or any other part of the Common Property;
- (b) the structural or functional integrity of their lot, or any building or improvement on any part of the Common Property; or
- (c) the Services.

## **12.2 Floor loading**

A Member or Occupier must observe the maximum floor loadings of their lot, and any building or improvement on any part of the Common Property.

## **13. Obeying laws (including compliance with the HIMP and Heritage Subdivision Permit)**

- (a) A Member or Occupier must obey any law or notice from an Authority requiring the Member or Occupier to do or stop doing anything.
- (b) Despite any other rule, Members, Occupiers and the Owners Corporation must not carry out any external works or install any signs without the consent of Heritage Victoria, where such consent is required under or further to the HIMP, Heritage Subdivision Permit or any other law which applies to the intended works or signage.
- (c) Without limiting Rules 13(a) and 13(b), a Member or Occupier must ensure that it complies with and does not cause any breach or defect of either or both of:
  - (i) the HIMP; or
  - (ii) the Heritage Subdivision Permit.

In relation to the Heritage Subdivision Permit, the Owners Corporation is responsible for the grounds and landscaping of the places and features on Common Property No. 1 and for the management of all the former Yorkshire Brewery buildings as required by the Heritage Subdivision Permit.

## **14. Emergency procedures**

### **14.1 Fire drills**

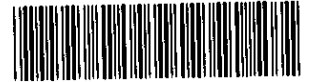
A Member or Occupier must:

- (a) observe all fire and emergency drills. This includes participating in any building evacuation;
- (b) make sure that they are aware of all safety and emergency procedures; and
- (c) follow the directions of any person who the Owners Corporation nominates as a fire warden to supervise the orderly evacuation of their lot and the Common Property during any drill or emergency.

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## 14.2 Imminent danger

If there is any danger or threat concerning their lot or the Common Property (for example, a bomb threat), a Member or Occupier must immediately

- (a) notify the Owners Corporation of the danger or threat;
- (b) obey Owners Corporation instructions, including evacuating the lot or the Common Property; and
- (c) obey the instructions of the police, fire brigade or any other relevant Authority.

## 14.3 Emergency equipment

A Member or Occupier must:

- (a) not use or interfere with any fire safety or other emergency equipment except in the case of an emergency;
- (b) not obstruct any fire stairs or fire escape;
- (c) comply with all fire laws in respect of their lot, including installing all required fire fighting equipment and smoke detectors;
- (d) make sure that all fire safety and other emergency equipment installed in their lot are properly maintained and tested, and that back up batteries for smoke detectors are replaced as necessary; and
- (e) not cause a false fire alarm. If the Owners Corporation incurs a cost from the responsible fire Authority because of a false fire alarm, the Owners Corporation may recover the cost from the Member or Occupier responsible.

## 14.4 Fire control

The Owners Corporation may secure and keep the Common Property and any lots safe from fire or other hazards. This includes:

- (a) permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a lot; and
- (b) allowing a part of the Common Property to be used for security purposes, including monitoring security and safety of lots, even if this means excluding Members and Occupiers from using that part of the Common Property.

## 15. Security

### 15.1 Owners Corporation may issue Security Keys

The Owners Corporation may:

- (a) restrict access to any part of the Common Property by securing that part and restricting access to Security Key holders;
- (b) make the number of Security Keys it determines necessary available to Members or Occupiers free of charge; and

- (c) charge a reasonable fee for any additional Security Key requested by a Member of Occupier.

## 15.2 Members cannot copy keys or change locks

A Member or Occupier must:

- (a) not make any unauthorised copies of Security Keys;
- (b) immediately tell the Owners Corporation if a Security Key is lost or damaged; and
- (c) not change the locks on any Common Property.

## 15.3 Security Keys are Members' responsibility

A Member or Occupier:

- (a) is responsible for the safe keeping of their Security Keys;
- (b) must make sure that their Security Keys are not used by any person other than another Member or Occupier; and
- (c) must include a requirement in any lease or licence for the tenant or licensee to return the Security Keys to the Member or Occupier at the end of tenant's or licensee's occupation of their lot.



## 15.4 Security of Common Property

- (a) A Member or Occupier must not do anything which may prejudice the security or safety of the Common Property or any person in or near the Common Property.
- (b) A Member or Occupier must not allow anyone to follow them through security doors or entrances into any part of the Common Property.
- (c) Security cameras may be operating and recording throughout the Common Property.

## 16. Advertising Space

### 16.1 Owners Corporation may allocate Advertising Space

The Owners Corporation may allocate any part of the Advertising Space to a Member or Occupier.

### 16.2 Member or Occupier must give their details and pay costs

If the Owners Corporation allocates any Advertising Space to a Member or Occupier under Rule 16.1, the Member or Occupier must:

- (a) give the Owners Corporation details of the trading name, trade mark or corporate logo (**Member's Sign**) that it requires to be entered on the Advertising Space when the Owners Corporation asks;

- (b) pay all costs incurred by the Owners Corporation for entering the Member's Sign on the Advertising Space; and
- (c) pay any reasonable yearly fee set by the Owners Corporation to maintain the Member's Sign. The fee is payable by quarterly instalments, due in advance, at the same time and in the same way as the Owners Corporation fees.

### **16.3 Design of entry at the discretion of Owners Corporation**

- (a) The design, style, format, colour and size of the entries on the Advertising Space are entirely at the discretion of the Owners Corporation.
- (b) Members and Occupiers acknowledge that there may be a limited amount of Advertising Space. The Owners Corporation does not have to enter a Member's Sign on the Advertising Space if there is insufficient space for a Member's Sign.

### **16.4 Owners Corporation must maintain the Advertising Space**

The Owners Corporation must use reasonable endeavours to make sure the Advertising Space is kept clean and in good condition.

## **17. Access to a lot by the Owners Corporation**

- (a) After giving a Member or Occupier at least 1 day notice, the Owners Corporation may enter a lot to:
  - (i) inspect the interior of the lot;
  - (ii) inspect and test any Services;
  - (iii) trace and repair any leak from or defect in any Service;
  - (iv) maintain the Services; and
  - (v) allow balcony or terrace access to provide window cleaning and/or building maintenance services to the building which may include abseiling and/or for utilisation of abseiling equipment.
- (b) The Owners Corporation may enter a lot at any time without giving notice to the Member or Occupier in an emergency.
- (c) In exercising the Owners Corporation's right under this Rule 17, the Owners Corporation must use reasonable endeavours to cause as little disruption as possible to the Member's or the Occupier's use of the lot.
- (d) If the Owners Corporation repairs a leak or defect in any Service which is caused by the Member or Occupier, the Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation in repairing the leak or defect.





## 18. Developer may install advertising signs

For 5 years after the date of registration of the Plan the Developer or any agent of the Developer may erect 'for sale' or other advertising signs (**Developer's Signs**) on any part of the Common Property as long as the Developer:

- (a) gives the Owners Corporation details of the Developer's Signs, including their proposed location;
- (b) pays all costs for erecting the Developer's Signs;
- (c) does not damage the Common Property or the structural or functional integrity of any lot, or any building or improvement on any part of the Common Property; and
- (d) repairs any damage to the Common Property caused by the Developer.

## 19. Compliance with Rules by others

### 19.1 Invitees

A Member or Occupier must take all reasonable steps to make sure that their invitees obey these Rules. If their invitees do not obey these Rules, the Member or Occupier must immediately make sure their invitees leave their lot and the Common Property. The Owners Corporation may remove any person from the Common Property if the Owners Corporation believes that person is behaving inappropriately.

### 19.2 Tenants and licensees

A Member or Occupier of a lot subject to a lease or licence must:

- (a) take all reasonable steps (including any action available under the lease or licence) to make sure any tenant or licensee of the lot and their invitees obey these Rules; and
- (b) make sure that the lease or licence contains a condition requiring the tenant or licensee to obey these Rules.

### 19.3 Contractors

A Member or Occupier must make sure that their contractors enter and exit through the basement only (if there is one) or through the means of access nominated by the Owners Corporation.

### 19.4 Leasing or selling agents

- (a) A Member or Occupier of a lot must make sure that any selling or leasing agent engaged by the Member or Occupier does not place any exhibit or advertising boards on Common Property or on a footpath.
- (b) If a Member or Occupier has an auction or open for inspection of their lot, they must make sure that they engage a selling or leasing agent to attend the auction or open for inspection. The selling or leasing agent must:
  - (i) dress appropriately and professionally;

- (ii) control the front entry to their lot as well as the main entry to the Common Property;
- (iii) monitor any person who enters for the auction or open for inspection and make sure that person conducts themselves appropriately;
- (iv) escort any person attending the auction or open for inspection to and from the main entry of the Common Property to and from their lot; and
- (v) comply with the reasonable requests and directions of any resident building manager and the Owners Corporation regarding the conduct of the auction or open for inspection.

### 19.5 Functions or parties

If a Member or Occupier holds a function or party involving 10 or more guests, the Member or Occupier must:

- (a) engage appropriate security at the main entrance of the Common Property to greet, admit and escort any guest to and from the appropriate lift and to provide security during the function;
- (b) notify the other Members or Occupiers of lots, and any resident building manager, of the function; and
- (c) make sure that the security staff they employ comply with the reasonable requests and directions of any resident building manager and the Owners Corporation.

### 19.6 Leasing or selling agents

- (a) A Member or Occupier of a lot must make sure that any selling or leasing agent engaged by the Member or Occupier does not place any exhibit or advertising boards on Common Property or on a footpath.
- (b) If a Member or Occupier has an auction or open for inspection of their lot, they must make sure that they engage a selling or leasing agent to attend the auction or open for inspection. The selling or leasing agent must:
  - (i) dress appropriately and professionally;
  - (ii) control the front entry to their lot as well as the main entry to the Common Property;
  - (iii) monitor any person who enters for the auction or open for inspection and make sure that person conducts themselves appropriately;
  - (iv) escort any person attending the auction or open for inspection to and from the main entry of the Common Property to and from their lot; and
  - (v) comply with the reasonable requests and directions of any resident building manager and the Owners Corporation regarding the conduct of the auction or open for inspection.







## 19.7 Functions or parties

If a Member or Occupier holds a function or party involving 10 or more guests, the Member or Occupier must:

- (a) engage appropriate security at the main entrance of the Common Property to greet, admit and escort any guest to and from the appropriate lift and to provide security during the function;
- (b) notify the other Members or Occupiers of lots, and any resident building manager, of the function; and
- (c) make sure that the security staff they employ comply with the reasonable requests and directions of any resident building manager and the Owners Corporation.

## 20. Owners Corporation may recover costs

### 20.1 Owners Corporation may fix a Member's breach

If a Member or Occupier breaches these Rules the Owners Corporation may, at the Member's or Occupier's cost, do anything the Member or Occupier should have done under these Rules but which has not been done or which the Owners Corporation reasonably considers has not been done properly.

### 20.2 Owners Corporation may recover costs on demand

The Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation because of any breach of these Rules by the Member or Occupier, including legal costs (on a solicitor-own client basis) and recovery of any Owners Corporation fee.

## 21. Owners Corporation may take action for a breach of these Rules

### 21.1 Owners Corporation may issue proceedings

The Owners Corporation may:

- (a) issue proceedings;
- (b) impose a fine or penalty; or
- (c) both issue proceedings and impose a fine or penalty,

on any Member or Occupier who breaches any Rule.

### 21.2 Penalty interest

A Member or Occupier must pay to the Owners Corporation on demand interest at the rate each year equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* on any money payable by the Member or Occupier to the Owners Corporation, including owners corporation fees and levies, which remains

unpaid after the due date. Interest will be computed from the date on which the payment became due.

## **22. Owners Corporation consent**

- (a) Where anything depends on the consent or approval of the Owners Corporation then, unless these Rules provide otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Owners Corporation.
- (b) Any consent or approval of the Owners Corporation means the prior written consent, approval or authority.
- (c) A consent or approval of the Owners Corporation may be revoked.
- (d) A conditional consent or revocation of consent made by the Owners Corporation may be evidenced by a minute of a resolution of the Owners Corporation.

## **23. Member complaints**

A complaint or request for approval by a Member or Occupier made to the Owners Corporation must be in writing and sent to the managing agent, if there is one, or to the secretary of the Owners Corporation.

## **24. Member indemnity**

The Member or Occupier of each lot must indemnify and hold harmless the Owners Corporation against all claims resulting from any damage, loss, death or injury in connection with that Member's or Occupier's lot, or their use and occupation of that lot or the Common Property except to the extent that such claims arise out of the negligence of the Owners Corporation.

## **25. Using a lot for business**

### **25.1 Member must comply with law**

A Member or Occupier must not use their lot or any part of the Common Property for any trade or business unless:

- (a) the Owners Corporation consents;
- (b) the trade or business does not cause any nuisance to occupiers of other lots;
- (c) they comply with any health, noise and other laws and regulations governing the proposed trade or business, including getting any necessary permit, licence and insurance;
- (d) the planning scheme permits the lot or that part of the Common Property to be used for the proposed trade or business.



## 25.2 Additional obligations concerning rubbish disposal

Without limiting any other rule, a Member or Occupier of any lot used for any trade or business must:

- (a) take out their own bins on each rubbish collection day and bring the bins in within one hour of the bins being emptied;
- (b) make sure bin lids are securely closed;
- (c) make sure bins are kept clean;
- (d) make sure all cardboard and paper is cut or folded and fits into the bins;
- (e) store all bins in appropriate areas of the lot;
- (f) not leave rubbish on Common Property;
- (g) not make unnecessary noise when filling bins; and
- (h) not carry on the trade or business (nor allow access to their lot for cleaning) outside the hours of 7.00am and 11.00pm on weekdays and 7.00am and 12.00 midnight on weekends.

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## 25.3 Specific rule concerning alcohol and food consumption on Common Property

Despite any other rule to the contrary, glassware may be used, and food and alcohol may be consumed, on Common Property which is:

- (a) immediately adjacent to a lot used as a licensed restaurant, bar or café; and
- (b) licensed by the Owners Corporation to the Member or Occupier for ancillary use to that trade or business.

## 25.4 Additional obligations concerning fire control

In any lot used for trade or business:

- (a) all upholstered furnishings, curtains, carpets and other fixtures and fittings installed must:
  - (i) be flame retardant or treated with flame retardant to minimise the risk of ignition; and
  - (ii) have low flammability and flame spread; and
- (b) wall and ceiling linings must be non-combustible.

## 25.5 Additional obligations for retail business

- (a) Without limiting any other Rule, the Occupier of any lot used as a restaurant, café or other retail purpose must:
  - (i) comply with all health, noise and other regulations in carrying on the business from the lot;

- (ii) restrict all deliveries to occur only between 7.30 am and 6.00 pm daily;
  - (iii) not permit electronic gaming machines;
  - (iv) make all reasonable attempts to address or treat any odours that emanate from the lot;
  - (v) make sure that all wall, floor and ceiling linings and treatments are acoustically treated to an acoustic performance level of RW50; and
  - (vi) not operate the business (nor allow access to the lot for cleaning) except between 7.30 am and 9.00 am without the consent of the Owners Corporation.
- (b) Despite anything else contained in these Rules, the Occupier of any retail lot may carry on their reasonable business operation and apply for any liquor licence, planning permit or other legislative consent or permit which the Member or Occupier of that retail lot may apply for, so long as the Member or Occupier:
- (i) operates their business lawfully;
  - (ii) obtains all liquor licences or other permits or consents required by law; and
  - (iii) conducts their business in accordance with any liquor licence, permit, consent and all relevant laws.

## **26. Dispute resolution**

### **26.1 Application of this Rule**

The grievance procedure set out in this Rule 26 applies to disputes involving a Member, Occupier, manager or the Owners Corporation.

### **26.2 Procedure for dispute resolution**

- (a) The party making the complaint must prepare a written statement in the approved form.
- (b) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (c) 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.
- (d) Delivery of the statement required under Rule 26.2(a) is sufficient notice under Rules 26.2(b) and 26.2(c).
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (f) A party to the dispute may appoint a person to act or appear on their behalf at the meeting.

### **26.3 Dispute not resolved**

- (a) If the dispute is not resolved, the grievance committee or the Owners Corporation must notify each party of their right to take further action under Part 10 of the Act.
- (b) This process is separate from and does not limit any further action under Part 10 of the Act.

## **27. Blinds**

A Member or Occupier of a lot must not install any blinds in a lot other than a roller blind made of blackout: white and sheerweave: white.

## **28. For Sale Signs**

Subject to first obtaining the written consent of the Owners Corporation, a lot owner may only market the sale or lease of a lot with a rectangular advertising sign placed at the centre of their balcony with dimensions of no greater than 1,500mm high and 1,000mm wide as per the diagram below.



# Owners Corporation Notification of Making Rules

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

OC027419K

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Lodged by

Name: Russell Kennedy Lawyers  
Phone: 03 9609 1555  
Address: Level 12 469 La Trobe Street  
Melbourne Vic 3000  
Reference: 306695-00001 MBM  
Customer Code: 1513M

Applicant: *(full name and address including postcode)*

SMA No. 14 Pty Ltd of Suite 2, Level 2, 51-65 Clarke Street, Southbank VIC 3006

Plan No.: PS4111664X Owners Corporation No. 4

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 21/8/15

Signature of Australian legal practitioner under the Legal Profession Uniform Law (Victoria) for applicant

**MARK RUSSELL MCKINLEY**

Level 12, 469 La Trobe Street  
Melbourne, Victoria 3000  
An Australian Legal Practitioner  
within the meaning of The Legal  
Profession Uniform Law (Victoria)

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## OC5

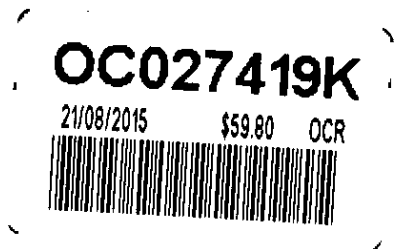
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**THE BACK OF THIS FORM MUST NOT BE USED**

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

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Page 75 of 102



## Owners Corporation Rules

Owners corporation no. 4 plan no. PS411166X

Property: 1-21 Robert Street, Collingwood

OC027419K

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## Table of Contents

<b>1.</b>	<b>Definitions and interpretation</b>	<b>1</b>
1.1	Defined terms	1
1.2	Interpretation	2
<b>2.</b>	<b>The Owners Corporation may grant special rights</b>	<b>2</b>
2.1	Special rights	2
2.2	A Member must not interfere with another's rights	2
<b>3.</b>	<b>Members' obligations</b>	<b>3</b>
3.1	A Member must do these things	3
3.2	A Member may do these things with Owners Corporation consent	3
3.3	A Member must not do these things and must remove such items as requested	4
3.4	Damage to Common Property	5
<b>4.</b>	<b>Rubbish disposal</b>	<b>5</b>
4.1	A Member must do these things	5
4.2	Specific things a Member must do	6
4.3	A Member must not do these things	6
4.4	Retail area	6
<b>5.</b>	<b>Animals</b>	<b>7</b>
<b>6.</b>	<b>Vehicles on the Common Property</b>	<b>7</b>
6.1	A Member must do these things	7
6.2	A Member must not do these things	7
6.3	The Owners Corporation may do these things	8
<b>7.</b>	<b>Bicycle storage</b>	<b>8</b>
<b>8.</b>	<b>Storage cage</b>	<b>8</b>
<b>9.</b>	<b>Using the Gym</b>	<b>9</b>
9.1	Meaning of words	9
9.2	Rules for using the Gym	9
<b>10.</b>	<b>Building works</b>	<b>10</b>
10.1	No building works without Owners Corporation consent	10
10.2	The process for building works	10
10.3	Restrictions on building works	10
10.4	Damage to Common Property	11
10.5	The Member must pay Owners Corporation costs	11
<b>11.</b>	<b>Receiving or delivering Large Items</b>	<b>11</b>
11.1	Meaning of words	11
11.2	Moving Large Items	11
11.3	Damage to Common Property	12
11.4	Moving in and vacating	12
<b>12.</b>	<b>Members not to damage structures</b>	<b>12</b>
12.1	Structural integrity of buildings	12
12.2	Floor loading	13



<b>13.</b>	<b>Obeying laws (including compliance with the HIMP and Heritage Subdivision Permit)</b>	<b>13</b>
<b>14.</b>	<b>Emergency procedures</b>	<b>13</b>
14.1	Fire drills	13
14.2	Imminent danger	13
14.3	Emergency equipment	13
14.4	Fire control	14
<b>15.</b>	<b>Security</b>	<b>14</b>
15.1	Owners Corporation may issue Security Keys	14
15.2	Members cannot copy keys or change locks	14
15.3	Security Keys are Members' responsibility	15
15.4	Security of Common Property	15
<b>16.</b>	<b>Advertising Space</b>	<b>15</b>
16.1	Owners Corporation may allocate Advertising Space	15
16.2	Member or Occupier must give their details and pay costs	15
16.3	Design of entry at the discretion of Owners Corporation	15
16.4	Owners Corporation must maintain the Advertising Space	16
<b>17.</b>	<b>Access to a lot by the Owners Corporation</b>	<b>16</b>
<b>18.</b>	<b>Developer may install advertising signs</b>	<b>16</b>
<b>19.</b>	<b>Compliance with Rules by others</b>	<b>17</b>
19.1	Invitees	17
19.2	Tenants and licensees	17
19.3	Contractors	17
19.4	Leasing or selling agents	17
19.5	Functions or parties	18
19.6	Leasing or selling agents	18
19.7	Functions or parties	18
<b>20.</b>	<b>Owners Corporation may recover costs</b>	<b>19</b>
20.1	Owners Corporation may fix a Member's breach	19
20.2	Owners Corporation may recover costs on demand	19
<b>21.</b>	<b>Owners Corporation may take action for a breach of these Rules</b>	<b>19</b>
21.1	Owners Corporation may issue proceedings	19
21.2	Penalty interest	19
<b>22.</b>	<b>Owners Corporation consent</b>	<b>19</b>
<b>23.</b>	<b>Member complaints</b>	<b>20</b>
<b>24.</b>	<b>Member indemnity</b>	<b>20</b>
<b>25.</b>	<b>Using a lot for business</b>	<b>20</b>
25.1	Member must comply with law	20
25.2	Additional obligations concerning rubbish disposal	20
25.3	Specific rule concerning alcohol and food consumption on Common Property	21
25.4	Additional obligations concerning fire control	21
25.5	Additional obligations for retail business	21



<b>26.</b>	<b>Dispute resolution</b>	<b>22</b>
26.1	Application of this Rule	22
26.2	Procedure for dispute resolution	22
26.3	Dispute not resolved	22
<b>27.</b>	<b>Blinds</b>	<b>22</b>
<b>28.</b>	<b>For Sale Signs</b>	<b>23</b>

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## Owners corporation rules

### Owners corporation no. 4 plan no PS411166X

#### Property: 1-21 Robert Street, Collingwood

## 1. Definitions and interpretation

### 1.1 Defined terms

In these Rules:

- (a) **Act** means the *Subdivision Act 1988 (Vic)*;
- (b) **Advertising Space** means any part of the Common Property designated by the Owners Corporation for advertising purposes and includes any advertising space on any pylon, directory board or external façade of any building on the Common Property;
- (c) **Authority** means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;
- (d) **Common Property** means the common property shown as common property no. 4 on the Plan;
- (e) **Developer** means SMA No. 14 Pty Ltd ACN 138 270 050;
- (f) **Development** means the residential and retail development at 1-21 Robert Street, Collingwood;
- (g) **Heritage Subdivision Permit** means permit number P23076 issued by Heritage Victoria on 16 June 2015, a copy of which is available for inspection in the records of the Owners Corporation;
- (h) **HIMP** means the Heritage Infrastructure Management Plan approved by Heritage Victoria in relation to the Development, as referred to and required by the Heritage Subdivision Permit;
- (i) **Member** means a member of the Owners Corporation;
- (j) **Occupier** means an occupier of a lot on the Plan;
- (k) **Owners Corporation** means owners corporation no. 4 plan no PS411166X;
- (l) **Plan** means plan of subdivision PS411166X;
- (m) **Rules** means these rules;
- (n) **Security Key** means a key, magnetic card or other device used to open and close doors, gates, windows or locks of a lot or the Common Property; and
- (o) **Services** means the services and utilities provided for a lot or the Common Property including water, gas, electricity, lighting, sanitation, air-conditioning and ventilation, lights, escalators, elevators, fire control, security, telephone,

facsimile, computer services and communications together with all plant and equipment needed to provide them.

## 1.2 Interpretation

In these Rules, unless the context requires otherwise:

- (a) a heading may be used to help interpretation, but is not legally binding;
- (b) a gender includes the other genders;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) a reference to a person includes that person's successors, personal representatives and permitted assigns;
- (e) if 2 or more people are described as a party, each person is liable for their obligations and entitled to their rights jointly and severally;
- (f) a reference to all or any part of a statute, ordinance or other law (**statute**) includes:
  - (i) any rules, regulations or other instruments made under that statute; and
  - (ii) that statute as amended, consolidated, re-enacted or replaced from time to time;
- (g) a reference to an owners corporation includes any elected committee of the owners corporation,
- (h) the word "include" or any form of that word, when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind; and
- (i) a reference to a thing includes a part of that thing.

## 2. The Owners Corporation may grant special rights

### 2.1 Special rights

Subject to the Act, the obligations and restrictions set out in these Rules are subject to any rights that may be given to any person by the Owners Corporation. If there is any conflict between these Rules and any rights given by the Owners Corporation, then the rights given by the Owners Corporation prevail in respect of the person to whom those rights are given.

### 2.2 A Member must not interfere with another's rights

A Member or Occupier must not:

- (a) use any part of the Common Property over which the Owners Corporation has granted exclusive use or enjoyment rights to another person; or

- (b) interfere with a manager performing their duties under any management agreement entered into with the Owners Corporation.

### **3. Members' obligations**

#### **3.1 A Member must do these things**

A Member or Occupier must:

- (a) keep their lot clean and in good repair;
- (b) clean the windows and, to the extent that there is direct access to the exterior of the lot from their lot, the exterior of their lot, and keep them in good repair;
- (c) promptly repair all broken glass or replace it with glass of the same or similar quality;
- (d) keep any plants, gardens and lawns on their lot trimmed, well watered and in good condition;
- (e) keep their lot secure;
- (f) use the Services, driveways, pathways and any other facilities in a lot or on any part of the Common Property only for their designated purpose;
- (g) use any items placed on the Common Property by the Owners Corporation only for their designated purpose;
- (h) promptly notify the Owners Corporation on becoming aware of:
  - (i) any damage or defect in a lot, the Common Property or to any Services; and
  - (ii) anything likely to cause danger or risk to any person or property in or near a lot or the Common Property;
- (i) must be appropriately clothed when on any part of a lot visible from another lot and when on any part of the Common Property;
- (j) comply with any parking directions given orally or published by the Owners Corporation in respect of parking and driving on or about the Common Property; and
- (k) at all times, comply with the HIMP.

#### **3.2 A Member may do these things with Owners Corporation consent**

A Member or Occupier may do any of the following if it gets Owners Corporation consent first:

- (a) install on, attach to or hang from the exterior of any lot or any part of the Common Property any sign, furnishing, device, aerial, satellite dish, cable television or any other object;
- (b) install, attach or hang any window coverings or awnings;

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- (c) put anything in their lot which is visible from outside their lot and is inconsistent with the appearance of other lots or the Common Property;
- (d) hang a wind chime or other item on or from a balcony or terrace;
- (e) store or use dangerous or flammable substances except Owners Corporation consent is not needed for storage or use of dangerous or flammable substances:
  - (i) in the normal conduct of the Member's or Occupier's use of their lot;
  - (ii) only in such quantities permitted by law; and
  - (iii) only if stored strictly in accordance with all relevant safety standards; and
- (f) do anything which may cause any insurance premium payable by the Owners Corporation to be increased.

**3.3 A Member must not do these things and must remove such items as requested**

A Member or Occupier must not:

- (a) obstruct the lawful use of Common Property by any person;
- (b) make any noise or behave in a way likely to interfere with the peaceful enjoyment of any person in another lot or lawfully using Common Property;
- (c) allow any hazardous, noxious, offensive or unlawful thing to happen including anything causing annoyance, nuisance, danger or damage to any person or property;
- (d) paint, finish, mark, damage, deface or otherwise alter the exterior of any building or improvement forming part of any lot or the Common Property;
- (e) tint or otherwise treat any windows or other glazed parts of their lot or the Common Property;
- (f) obstruct any of the entrances, exits or passages to any lot or to or on the Common Property;
- (g) throw anything over any balcony or from any Common Property;
- (h) do anything which may invalidate or suspend any insurance policy effected by the Owners Corporation;
- (i) hinder or obstruct any contractor or workman employed by the Owners Corporation;
- (j) use offensive language or behave in a way which may cause offence or embarrassment to another person;
- (k) subject to Rule 25.3, smoke or drink alcohol in any part of the Common Property;



- (l) throw cigarette butts or cigarette ash on the Common Property;
- (m) allow any child under the Member's or Occupier's control to play on any part of the Common Property;
- (n) allow any child under the Member's or Occupier's control to be in any part of the Common Property which may be dangerous or hazardous to children, including any car park, driveway or stairs unless the child is with an adult;
- (o) allow any person under the Member's or Occupier's control to use skateboards, roller skates or roller blades on the Common Property;
- (p) remove any item from the Common Property which has been placed there by the Owners Corporation;
- (q) interfere with or modify any Services;
- (r) interfere with or modify any intercom, television aerial or communication system;
- (s) cover any storage area;
- (t) enter any plant room;
- (u) operate any electronic or other equipment which interferes with any television, radio, telephone, computer or domestic appliances lawfully being used on any other lot or the Common Property;
- (v) install or use any intruder alarm which makes a sound which can be heard from outside their lot;
- (w) use a barbecue or other cooking appliance on any balcony, terrace or Common Property except any barbecue supplied by the Owners Corporation on Common Property and then only in accordance with any direction issued by the Owners Corporation regarding its use;
- (x) hang any clothing, towel, bedding or other item in a place which can be seen from outside their lot;
- (y) except in accordance with Rule 16, put up any 'for sale' or 'for lease' signs on Common Property; and
- (z) damage any plants, gardens and lawns on the Common Property.

### **3.4 Damage to Common Property**

A Member or Occupier must immediately pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to Common Property and the Services caused by the Member or Occupier.

## **4. Rubbish disposal**

### **4.1 A Member must do these things**

A Member or Occupier must:

- (a) keep rubbish in appropriate containers and make sure rubbish is cleared on collection days; and
- (b) comply with any directions of the Owners Corporation concerning disposal or recycling of rubbish.

#### **4.2 Specific things a Member must do**

Without limiting Rule 4.1, a Member or Occupier must:

- (a) clean, drain and place glass, unbroken, in the area which the Owners Corporation provides for this purpose;
- (b) store recyclable items, including paper and plastic, in the area which the Owners Corporation provides for this purpose;
- (c) flatten cardboard and packaging and place it neatly in the area which the Owners Corporation provides for this purpose; and
- (d) drain and securely wrap rubbish in small parcels or bags and put them in the rubbish chute if there is one.

#### **4.3 A Member must not do these things**

A Member or Occupier must not:

- (a) leave any rubbish, pallet, equipment or articles of any kind on the Common Property except in a receptacle or area specifically provided for that purpose by the Owners Corporation;
- (b) deposit any hard rubbish or flammable materials through any rubbish chute; or
- (c) burn rubbish or other materials in their lot or on the Common Property.

#### **4.4 Retail area**

Without limiting any other Rule, the Occupier of any lot used as a restaurant, café or other retail purpose must:

- (a) take out their own rubbish bins on each rubbish collection day to the bin collection area nominated by the Owners Corporation and bring the bins in before 9.00 am on each collection day Monday to Saturday, and before 10.00 am on Sundays;
- (b) avoid unnecessary noise when filling rubbish bins and make sure that contractors pick up the bins between the hours of 6.00 am and 9.00 am Monday to Saturday, and 6.00 am and 10.00 am Sundays;
- (c) make sure that lids on the bins are securely closed at all times and that the bins are kept clean;
- (d) store all bins, bottles, cardboard, paper and any other refuse within their lot (but not any car park forming part of their lot) or in the area which the Owners Corporation provides for this purpose;



- (e) only place rubbish bins, bottles, cardboard, paper or any other refuse on Common Property provided by the Owners Corporation for rubbish bin and recycling collection at the appropriate times for collection;
- (f) make sure that any perishable rubbish is refrigerated and hidden from view; and
- (g) wash rubbish bins only within their lot (excluding any car park forming part of their lot) or in the area which the Owners Corporation provides for this purpose.

## **5. Animals**

A Member or Occupier must make sure that any animal:

- (a) is properly restrained and kept on a leash or carried in a cage at all times when on Common Property;
- (b) does not urinate or defecate on Common Property;
- (c) enters or leaves their lot through the basement and not through the main entrance lobby, if there is one; and
- (d) is permanently removed from their lot or the Common Property after the Member or Occupier is requested to do so by the Owners Corporation if the Owners Corporation has resolved that the animal is causing a nuisance.

## **6. Vehicles on the Common Property**

### **6.1 A Member must do these things**

A Member or Occupier must:

- (a) only use car parking spaces to park vehicles;
- (b) promptly clean up any oil or other fluid emitted by any vehicle the Member or Occupier brings into the Common Property;
- (c) observe any parking directions given by the Owners Corporation;
- (d) observe every traffic sign on or at the entrance or exit of any car parking spaces;
- (e) observe any condition of entry of the Owners Corporation concerning the car parking spaces; and
- (f) make sure that any vehicle is parked wholly within a marked car parking space.

### **6.2 A Member must not do these things**

A Member or Occupier must not:

- (a) park in a lot or a car stacker that is not owned or occupied by them without the permission of the relevant lot or car stacker owner;



- (b) park or leave a vehicle on Common Property so as to obstruct a driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation;
- (c) leave any unregistered vehicle on a lot or on the Common Property;
- (d) park in an area allocated for visitor parking; or
- (e) allow a visitor to park in a visitor parking area for more than 48 hours.

### **6.3 The Owners Corporation may do these things**

The Owners Corporation may:

- (a) move any vehicle which is not parked wholly within a marked car parking space;
- (b) move any vehicle which is not parked in the spot designated for that vehicle;
- (c) install traffic signs in the car parking area and the entrances and exits to the car parking area; and
- (d) designate car parks, including by numbering or line marking.

## **7. Bicycle storage**

A Member or Occupier must:

- (a) store any bicycle in the area which the Owners Corporation provides for this purpose; and
- (b) not bring any bicycle into a lot or any part of the Common Property, including the foyers, stairwells, hallways, garden areas, balconies or any other area designated by the Owners Corporation.

## **8. Storage cage**

A Member or Occupier must:

- (a) not install a storage cage without Owners Corporation consent;
- (b) only line storage cages with black shade cloth;
- (c) not modify the external appearance of a storage cage;
- (d) remove items from a storage cage at the written request of the Owners Corporation Manager;
- (e) remove any lining placed internally or externally to the storage cage if requested to do so in writing by the Owners Corporation; and
- (f) not permit or facilitate anyone other than an Occupier of a residential or retail lot in the Development to occupy, use or take any form of possession of a storage cage. For the purpose of this rule 8(f), a person is not an Occupier if that person:

- (i) only owns, leases, licenses or otherwise occupies, uses or possesses one or more storage cages; and
- (ii) does not occupy a residential or retail lot in the Development.

## 9. Using the Gym

### 9.1 Meaning of words

In these Rules:

**Gym** means any part of the Common Property designated by the Owners Corporation as a gymnasium;

### 9.2 Rules for using the Gym

The following Rules apply to the use of the Gym:

- (a) the Gym may only be used by Members, Occupiers and their guests;
- (b) guests may use the Gym only if accompanied by a Member or Occupier;
- (c) appropriate clothing and footwear must be worn in the Gym;
- (d) no food or alcohol can be taken into the Gym;
- (e) smoking is not permitted in the Gym;
- (f) the hours of use for the Gym are between 6.00am and 10.00pm 7 days a week;
- (g) only Members, Occupiers and guests who have had a fitness evaluation may use the Gym equipment;
- (h) children are not permitted in the Gym;
- (i) Gym users must bring their own towels to use on the Gym equipment;
- (j) Gym users must wipe down all Gym equipment after use;
- (k) all users of the Gym do so at their own risk.
- (l) all users of the Gym are to follow any rules posted in this area by the Owners Corporation from time to time; and
- (m) commercial tenants and their employees are permitted to use this area, however commercial tenants and their employees are not permitted to bring guests.

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## 10. Building works

### 10.1 No building works without Owners Corporation consent

- (a) A Member or Occupier must get Owners Corporation consent before they may do any building works relating to the lot or the Services (for example, demolishing walls or altering the interior design of a lot).
- (b) For any lot owned or as advised by the Developer, Rule 10.2 does not apply, however the Developer must still seek consent from the Owners Corporation as per Rule 10.1(a), which consent must be provided in a timely manner and must not be unreasonably withheld.

### 10.2 The process for building works

For any proposed building works under this Rule, the Member or Occupier must:

- (a) if the Owners Corporation asks, promptly give the Owners Corporation copies of all detailed drawings and other specifications of the proposed building works;
- (b) follow the reasonable requirements and directions of the Owners Corporation;
- (c) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and give a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation;
- (d) make sure the proposed building works are done in a proper and workmanlike way and following any drawings and specifications;
- (e) get any necessary permits or approvals to allow the proposed building works to be done and give copies of them to the Owners Corporation;
- (f) make sure that the proposed building works comply with all laws, including getting an occupancy permit or final inspection, when necessary; and
- (g) make sure the proposed building works are done at times and in a way that minimises damage, disturbance and inconvenience to others.

### 10.3 Restrictions on building works

The Member or Occupier must make sure that they and their agents and contractors doing the building works comply with these restrictions:

- (a) no building materials may be stacked or stored outside their lot;
- (b) no scaffolding may be erected on the Common Property or the exterior of their lot;
- (c) building works must be done during times permitted by local laws, as required by any responsible Authority;
- (d) the exterior of any building on the lot and the Common Property must be clean and in a safe state at all times;

- (e) construction vehicles and construction worker's vehicles must not be brought into or parked on the Common Property;
- (f) the method of building operations, means of access, use of Common Property, on-site management, building protection and hours of work must comply with the reasonable directions of the Owners Corporation;
- (g) access to other lots or the Common Property to install or maintain Services or to do any building works requires the consent of the owner of the relevant lot or, in the case of Common Property, the consent of the Owners Corporation; and
- (h) no interference to be caused to the retail or commercial operations within the Development, including restricting access to lots on which retail or commercial activities take place.

#### 10.4 Damage to Common Property

- (a) A Member or Occupier must immediately:
  - (i) repair any damage to the Common Property and Services caused by the building works; and
  - (ii) clean and remove any dirt, debris or other rubbish resulting from the building works.
- (b) If the Member or Occupier breaches this Rule 10, the Member or Occupier indemnifies the Owners Corporation against any damage, expense, loss or liability incurred by the Owners Corporation if the Owners Corporation makes good any damage to, or cleans, the Common Property and the Services.

#### 10.5 The Member must pay Owners Corporation costs

If the Owners Corporation requires advice from an architect or other consultant concerning the proposed building works, the Member or Occupier must pay on demand the reasonable fees and expenses which the Owners Corporation incurs for seeking that advice.

### 11. Receiving or delivering Large Items

#### 11.1 Meaning of words

In this Rule:

**Large Items** means furniture, goods, equipment or any item which may damage or obstruct any part of the Common Property; and

Subject to Rule 11.2, **Route** means the part of the Common Property through which the Member or Occupier proposes to move a Large Item.

#### 11.2 Moving Large Items

When delivering or receiving Large Items, the Member or Occupier must:



- (a) notify the Owners Corporation of the Member's or Occupier's intention to move the Large Items at least 48 hours before the proposed move;
- (b) allow a representative of the Owners Corporation to be present when the Large Items are moved;
- (c) comply with all directions of the Owners Corporation, including the date and time for moving the Large Items and coordinating removalists or tradespeople involved in the move;
- (d) only use those parts of the Common Property, and at such times, as the Owners Corporation allows;
- (e) only use service lifts or lifts designated by the Owners Corporation and not use passenger lifts to carry the Large Items and, if the Owners Corporation requires, only after the Owners Corporation has placed protective covers in the lift to minimise damage;
- (f) not allow any Large Items to contact lift doors or walls, including static contact by leaning or stacking the Large Items against the lift door;
- (g) not restrict access to any lifts, lobbies, fire escapes or car parking area; and
- (h) not carry the Large Items through any building or the Common Property unless the Owners Corporation consents first.

### **11.3 Damage to Common Property**

- (a) Subject to Rule 11.2, before a Member or Occupier may move a Large Item, they must inspect the Route with the Owners Corporation to establish the state of repair of the Route.
- (b) A Member must immediately:
  - (i) repair any damage to the Common Property and Route caused by moving the Large Items;
  - (ii) remove any rubbish, including paper, boxes or cartons; and
  - (iii) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to or cleaning of the Common Property and the Route.

### **11.4 Moving in and vacating**

Without limitation, Rule 11 applies to any items moved into or out of a lot when a Member or Occupier moves into or vacates a lot.

## **12. Members not to damage structures**

### **12.1 Structural integrity of buildings**

A Member or Occupier must not do anything that may interfere with:



- (a) any support or shelter given by a lot or a part of the Common Property for any other lot or any other part of the Common Property;
- (b) the structural or functional integrity of their lot, or any building or improvement on any part of the Common Property; or
- (c) the Services.

## **12.2 Floor loading**

A Member or Occupier must observe the maximum floor loadings of their lot, and any building or improvement on any part of the Common Property.

## **13. Obeying laws (including compliance with the HIMP and Heritage Subdivision Permit)**

- (a) A Member or Occupier must obey any law or notice from an Authority requiring the Member or Occupier to do or stop doing anything.
- (b) Despite any other rule, Members, Occupiers and the Owners Corporation must not carry out any external works or install any signs without the consent of Heritage Victoria, where such consent is required under or further to the HIMP, Heritage Subdivision Permit or any other law which applies to the intended works or signage.

## **14. Emergency procedures**

### **14.1 Fire drills**

A Member or Occupier must:

- (a) observe all fire and emergency drills. This includes participating in any building evacuation;
- (b) make sure that they are aware of all safety and emergency procedures; and
- (c) follow the directions of any person who the Owners Corporation nominates as a fire warden to supervise the orderly evacuation of their lot and the Common Property during any drill or emergency.

### **14.2 Imminent danger**

If there is any danger or threat concerning their lot or the Common Property (for example, a bomb threat), a Member or Occupier must immediately

- (a) notify the Owners Corporation of the danger or threat;
- (b) obey Owners Corporation instructions, including evacuating the lot or the Common Property; and
- (c) obey the instructions of the police, fire brigade or any other relevant Authority.

### **14.3 Emergency equipment**

A Member or Occupier must:



- (a) not use or interfere with any fire safety or other emergency equipment except in the case of an emergency;
- (b) not obstruct any fire stairs or fire escape;
- (c) comply with all fire laws in respect of their lot, including installing all required fire fighting equipment and smoke detectors;
- (d) make sure that all fire safety and other emergency equipment installed in their lot are properly maintained and tested, and that back up batteries for smoke detectors are replaced as necessary; and
- (e) not cause a false fire alarm. If the Owners Corporation incurs a cost from the responsible fire Authority because of a false fire alarm, the Owners Corporation may recover the cost from the Member or Occupier responsible.

#### **14.4 Fire control**

The Owners Corporation may secure and keep the Common Property and any lots safe from fire or other hazards. This includes:

- (a) permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a lot; and
- (b) allowing a part of the Common Property to be used for security purposes, including monitoring security and safety of lots, even if this means excluding Members and Occupiers from using that part of the Common Property.

### **15. Security**

#### **15.1 Owners Corporation may issue Security Keys**

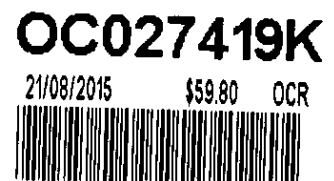
The Owners Corporation may:

- (a) restrict access to any part of the Common Property by securing that part and restricting access to Security Key holders;
- (b) make the number of Security Keys it determines necessary available to Members or Occupiers free of charge; and
- (c) charge a reasonable fee for any additional Security Key requested by a Member or Occupier.

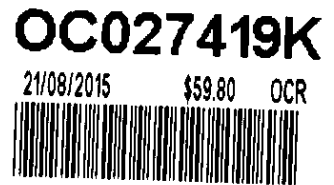
#### **15.2 Members cannot copy keys or change locks**

A Member or Occupier must:

- (a) not make any unauthorised copies of Security Keys;
- (b) immediately tell the Owners Corporation if a Security Key is lost or damaged; and
- (c) not change the locks on any Common Property.







### 15.3 Security Keys are Members' responsibility

A Member or Occupier:

- (a) is responsible for the safe keeping of their Security Keys;
- (b) must make sure that their Security Keys are not used by any person other than another Member or Occupier; and
- (c) must include a requirement in any lease or licence for the tenant or licensee to return the Security Keys to the Member or Occupier at the end of tenant's or licensee's occupation of their lot.

### 15.4 Security of Common Property

- (a) A Member or Occupier must not do anything which may prejudice the security or safety of the Common Property or any person in or near the Common Property.
- (b) A Member or Occupier must not allow anyone to follow them through security doors or entrances into any part of the Common Property.
- (c) Security cameras may be operating and recording throughout the Common Property.

## 16. Advertising Space

### 16.1 Owners Corporation may allocate Advertising Space

The Owners Corporation may allocate any part of the Advertising Space to a Member or Occupier.

### 16.2 Member or Occupier must give their details and pay costs

If the Owners Corporation allocates any Advertising Space to a Member or Occupier under Rule 16.1, the Member or Occupier must:

- (a) give the Owners Corporation details of the trading name, trade mark or corporate logo (**Member's Sign**) that it requires to be entered on the Advertising Space when the Owners Corporation asks;
- (b) pay all costs incurred by the Owners Corporation for entering the Member's Sign on the Advertising Space; and
- (c) pay any reasonable yearly fee set by the Owners Corporation to maintain the Member's Sign. The fee is payable by quarterly instalments, due in advance, at the same time and in the same way as the Owners Corporation fees.

### 16.3 Design of entry at the discretion of Owners Corporation

- (a) The design, style, format, colour and size of the entries on the Advertising Space are entirely at the discretion of the Owners Corporation.
- (b) Members and Occupiers acknowledge that there may be a limited amount of Advertising Space. The Owners Corporation does not have to enter a

Member's Sign on the Advertising Space if there is insufficient space for a Member's Sign.

#### 16.4 Owners Corporation must maintain the Advertising Space

The Owners Corporation must use reasonable endeavours to make sure the Advertising Space is kept clean and in good condition.

#### 17. Access to a lot by the Owners Corporation

- (a) After giving a Member or Occupier at least 1 day notice, the Owners Corporation may enter a lot to:
  - (i) inspect the interior of the lot;
  - (ii) inspect and test any Services;
  - (iii) trace and repair any leak from or defect in any Service;
  - (iv) maintain the Services; and
  - (v) allow balcony or terrace access to provide window cleaning and/or building maintenance services to the building which may include abseiling and/or for utilisation of abseiling equipment.
- (b) The Owners Corporation may enter a lot at any time without giving notice to the Member or Occupier in an emergency.
- (c) In exercising the Owners Corporation's right under this Rule 17, the Owners Corporation must use reasonable endeavours to cause as little disruption as possible to the Member's or the Occupier's use of the lot.
- (d) If the Owners Corporation repairs a leak or defect in any Service which is caused by the Member or Occupier, the Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation in repairing the leak or defect.



#### 18. Developer may install advertising signs

For 5 years after the date of registration of the Plan the Developer or any agent of the Developer may erect 'for sale' or other advertising signs (**Developer's Signs**) on any part of the Common Property as long as the Developer:

- (a) gives the Owners Corporation details of the Developer's Signs, including their proposed location;
- (b) pays all costs for erecting the Developer's Signs;
- (c) does not damage the Common Property or the structural or functional integrity of any lot, or any building or improvement on any part of the Common Property; and
- (d) repairs any damage to the Common Property caused by the Developer.



## **19. Compliance with Rules by others**

### **19.1 Invitees**

A Member or Occupier must take all reasonable steps to make sure that their invitees obey these Rules. If their invitees do not obey these Rules, the Member or Occupier must immediately make sure their invitees leave their lot and the Common Property. The Owners Corporation may remove any person from the Common Property if the Owners Corporation believes that person is behaving inappropriately.

### **19.2 Tenants and licensees**

A Member or Occupier of a lot subject to a lease or licence must:

- (a) take all reasonable steps (including any action available under the lease or licence) to make sure any tenant or licensee of the lot and their invitees obey these Rules; and
- (b) make sure that the lease or licence contains a condition requiring the tenant or licensee to obey these Rules.

### **19.3 Contractors**

A Member or Occupier must make sure that their contractors enter and exit through the basement only (if there is one) or through the means of access nominated by the Owners Corporation.

### **19.4 Leasing or selling agents**

- (a) A Member or Occupier of a lot must make sure that any selling or leasing agent engaged by the Member or Occupier does not place any exhibit or advertising boards on Common Property or on a footpath.
- (b) If a Member or Occupier has an auction or open for inspection of their lot, they must make sure that they engage a selling or leasing agent to attend the auction or open for inspection. The selling or leasing agent must:
  - (i) dress appropriately and professionally;
  - (ii) control the front entry to their lot as well as the main entry to the Common Property;
  - (iii) monitor any person who enters for the auction or open for inspection and make sure that person conducts themselves appropriately;
  - (iv) escort any person attending the auction or open for inspection to and from the main entry of the Common Property to and from their lot; and
  - (v) comply with the reasonable requests and directions of any resident building manager and the Owners Corporation regarding the conduct of the auction or open for inspection.



### **19.5 Functions or parties**

If a Member or Occupier holds a function or party involving 10 or more guests, the Member or Occupier must:

- (a) engage appropriate security at the main entrance of the Common Property to greet, admit and escort any guest to and from the appropriate lift and to provide security during the function;
- (b) notify the other Members or Occupiers of lots, and any resident building manager, of the function; and
- (c) make sure that the security staff they employ comply with the reasonable requests and directions of any resident building manager and the Owners Corporation.

### **19.6 Leasing or selling agents**

- (a) A Member or Occupier of a lot must make sure that any selling or leasing agent engaged by the Member or Occupier does not place any exhibit or advertising boards on Common Property or on a footpath.
- (b) If a Member or Occupier has an auction or open for inspection of their lot, they must make sure that they engage a selling or leasing agent to attend the auction or open for inspection. The selling or leasing agent must:
  - (i) dress appropriately and professionally;
  - (ii) control the front entry to their lot as well as the main entry to the Common Property;
  - (iii) monitor any person who enters for the auction or open for inspection and make sure that person conducts themselves appropriately;
  - (iv) escort any person attending the auction or open for inspection to and from the main entry of the Common Property to and from their lot; and
  - (v) comply with the reasonable requests and directions of any resident building manager and the Owners Corporation regarding the conduct of the auction or open for inspection.

### **19.7 Functions or parties**

If a Member or Occupier holds a function or party involving 10 or more guests, the Member or Occupier must:

- (a) engage appropriate security at the main entrance of the Common Property to greet, admit and escort any guest to and from the appropriate lift and to provide security during the function;
- (b) notify the other Members or Occupiers of lots, and any resident building manager, of the function; and

- (c) make sure that the security staff they employ comply with the reasonable requests and directions of any resident building manager and the Owners Corporation.

## **20. Owners Corporation may recover costs**

### **20.1 Owners Corporation may fix a Member's breach**

If a Member or Occupier breaches these Rules the Owners Corporation may, at the Member's or Occupier's cost, do anything the Member or Occupier should have done under these Rules but which has not been done or which the Owners Corporation reasonably considers has not been done properly.

### **20.2 Owners Corporation may recover costs on demand**

The Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation because of any breach of these Rules by the Member or Occupier, including legal costs (on a solicitor-own client basis) and recovery of any Owners Corporation fee.

## **21. Owners Corporation may take action for a breach of these Rules**

### **21.1 Owners Corporation may issue proceedings**

The Owners Corporation may:

- (a) issue proceedings;
- (b) impose a fine or penalty; or
- (c) both issue proceedings and impose a fine or penalty,

on any Member or Occupier who breaches any Rule.

### **21.2 Penalty interest**

A Member or Occupier must pay to the Owners Corporation on demand interest at the rate each year equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* on any money payable by the Member or Occupier to the Owners Corporation, including owners corporation fees and levies, which remains unpaid after the due date. Interest will be computed from the date on which the payment became due.

## **22. Owners Corporation consent**

- (a) Where anything depends on the consent or approval of the Owners Corporation then, unless these Rules provide otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Owners Corporation.
- (b) Any consent or approval of the Owners Corporation means the prior written consent, approval or authority.



- (c) A consent or approval of the Owners Corporation may be revoked.
- (d) A conditional consent or revocation of consent made by the Owners Corporation may be evidenced by a minute of a resolution of the Owners Corporation.

## **23. Member complaints**

A complaint or request for approval by a Member or Occupier made to the Owners Corporation must be in writing and sent to the managing agent, if there is one, or to the secretary of the Owners Corporation.

## **24. Member indemnity**

The Member or Occupier of each lot must indemnify and hold harmless the Owners Corporation against all claims resulting from any damage, loss, death or injury in connection with that Member's or Occupier's lot, or their use and occupation of that lot or the Common Property except to the extent that such claims arise out of the negligence of the Owners Corporation.

## **25. Using a lot for business**

### **25.1 Member must comply with law**

A Member or Occupier must not use their lot or any part of the Common Property for any trade or business unless:

- (a) the Owners Corporation consents;
- (b) the trade or business does not cause any nuisance to occupiers of other lots;
- (c) they comply with any health, noise and other laws and regulations governing the proposed trade or business, including getting any necessary permit, licence and insurance;
- (d) the planning scheme permits the lot or that part of the Common Property to be used for the proposed trade or business.

### **25.2 Additional obligations concerning rubbish disposal**

Without limiting any other rule, a Member or Occupier of any lot used for any trade or business must:

- (a) take out their own bins on each rubbish collection day and bring the bins in within one hour of the bins being emptied;
- (b) make sure bin lids are securely closed;
- (c) make sure bins are kept clean;
- (d) make sure all cardboard and paper is cut or folded and fits into the bins;
- (e) store all bins in appropriate areas of the lot;
- (f) not leave rubbish on Common Property;





- (g) not make unnecessary noise when filling bins; and
- (h) not carry on the trade or business (nor allow access to their lot for cleaning) outside the hours of 7.00am and 11.00pm on weekdays and 7.00am and 12.00 midnight on weekends.

### **25.3 Specific rule concerning alcohol and food consumption on Common Property**

Despite any other rule to the contrary, glassware may be used, and food and alcohol may be consumed, on Common Property which is:

- (a) immediately adjacent to a lot used as a licensed restaurant, bar or café; and
- (b) licensed by the Owners Corporation to the Member or Occupier for ancillary use to that trade or business.

### **25.4 Additional obligations concerning fire control**

In any lot used for trade or business:

- (a) all upholstered furnishings, curtains, carpets and other fixtures and fittings installed must:
  - (i) be flame retardant or treated with flame retardant to minimise the risk of ignition; and
  - (ii) have low flammability and flame spread; and
- (b) wall and ceiling linings must be non-combustible.

### **25.5 Additional obligations for retail business**

- (a) Without limiting any other Rule, the Occupier of any lot used as a restaurant, café or other retail purpose must:
  - (i) comply with all health, noise and other regulations in carrying on the business from the lot;
  - (ii) restrict all deliveries to occur only between 7.30 am and 6.00 pm daily;
  - (iii) not permit electronic gaming machines;
  - (iv) make all reasonable attempts to address or treat any odours that emanate from the lot;
  - (v) make sure that all wall, floor and ceiling linings and treatments are acoustically treated to an acoustic performance level of RW50; and
  - (vi) not operate the business (nor allow access to the lot for cleaning) except between 7.30 am and 9.00 am without the consent of the Owners Corporation.
- (b) Despite anything else contained in these Rules, the Occupier of any retail lot may carry on their reasonable business operation and apply for any liquor licence, planning permit or other legislative consent or permit which the

Member or Occupier of that retail lot may apply for, so long as the Member or Occupier:

- (i) operates their business lawfully;
- (ii) obtains all liquor licences or other permits or consents required by law; and
- (iii) conducts their business in accordance with any liquor licence, permit, consent and all relevant laws.

## **26. Dispute resolution**

### **26.1 Application of this Rule**

The grievance procedure set out in this Rule 26 applies to disputes involving a Member, Occupier, manager or the Owners Corporation.

### **26.2 Procedure for dispute resolution**

- (a) The party making the complaint must prepare a written statement in the approved form.
- (b) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (c) 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.
- (d) Delivery of the statement required under Rule 26.2(a) is sufficient notice under Rules 26.2(b) and 26.2(c).
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on their behalf at the meeting.

### **26.3 Dispute not resolved**

- (a) If the dispute is not resolved, the grievance committee or the Owners Corporation must notify each party of their right to take further action under Part 10 of the Act.
- (b) This process is separate from and does not limit any further action under Part 10 of the Act.

## **27. Blinds**

A Member or Occupier of a lot must not install any blinds in a lot other than a roller blind made of blockout: white and sheerweave: white.





**OC027419K**

21/08/2015 \$59.80 OCR



## **28. For Sale Signs**

Subject to first obtaining the written consent of the Owners Corporation, a lot owner may only market the sale or lease of a lot with a rectangular advertising sign placed at the centre of their balcony with dimensions of no greater than 1,500mm high and 1,000mm wide as per the diagram below.

**Residential Tenancies Act 1997**  
(Section 26(1))

(Regulation 10(1))

**RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS**

This agreement is between the residential rental provider (rental provider) and the renter listed on this form. Rental providers must use this form for a fixed term residential rental agreement of no more than 5 years or a periodic residential rental agreement in writing.

**PART A—GENERAL****1. DATE OF AGREEMENT**

This is the date the agreement is signed 25 September 2023

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

**2. PREMISES LET BY RENTAL PROVIDER**

Address of premises

**302d/21 Robert St, Collingwood, VIC 3066**

**3. RENTAL PROVIDER'S DETAILS**

Full name or company name of rental provider: **Caitlin Guilfoyle**

Address: **C/- Level 1, 459 Toorak Rd Toorak 3142**

Phone number: **0411874447**

ACN: **MAC PROPERTY**

Email address: **penelope@macproperty.com.au**

**RENTAL PROVIDER'S AGENT DETAILS**

Full name: **Mac Property (VIC) Pty Ltd**

Address: **PO Box 250 SOUTH YARRA, VIC 3141 AUSTRALIA**

Phone number: **0411 874 447**

ACN: **12 183 459 911**

Email address: **penelope@macproperty.com.au**

Note: The rental provider must notify the renter within 7 days if any of this information changes.

**4. RENTER DETAILS**

Each renter that is party to the agreement must provide their details here.

Residential Rental Agreement<sup>©</sup>

Full name of renter: **Jun Hyuk An**  
 Current Address: **302d/21 Robert St, Collingwood, VIC 3066**  
 Phone number: **0426473541**  
 Email address: **juunkoreano@gmail.com**  
 Full name of renter: **Hye Jin Lee**  
 Current Address: **302d/21 Robert St, Collingwood, VIC 3066**  
 Phone number: **0426498458**  
 Email address: **nonatoforme1405@gmail.com**

5. **LENGTH OF AGREEMENT**

Fixed term agreement

Start date: **15th** day of **November, 2023**  
 (this is the date the agreement starts and you may move in)

End date: **14th** day of **November, 2024**



Periodic agreement (monthly)

Start date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Note:** If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. **RENT**

The rent amount is (\$) **2,172.00**  
 (payable in advance)

To be paid per:  
 (tick one box only)



week



fortnight



calendar month

Day rent is to be paid  
 (e.g. each Thursday or the 11th of each month)

**15th day of every month**

Date first rent payment due **15 / 11 / 2023**

7. **BOND**

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may

- email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au); or
- call the RTBA on 1300 137 164.

Bond amount (\$) **2,086.00**

Date bond payment due **30 / 11 / 2022**

**PART B – STANDARD TERMS**

**8. RENTAL PROVIDER'S PREFERRED METHODS OF PAYMENT**

**Note:** The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

**Note:** The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

Payment Method : **Direct Debit**

Payment Details : **NAB BSB: 083 004 - 852 961 055**

**9. SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHODS**

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email? The rental provider must complete this section before giving the agreement to the renter.

(rental provider to tick as appropriate)

The RENTAL PROVIDER: **Caitlin Guilfoyle**

☐ Yes, at this email address: \_\_\_\_\_

☐ No.

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(rental provider to tick as appropriate)

The RENTER: **Jun Hyuk An**

☐ Yes, at this email address: **juunkoreano@gmail.com**

☐ No.

The RENTER: **Hye Jin Lee**

☐ Yes, at this email address: **nonatoforme1405@gmail.com**

☐ No.

(The option to consent should be provided to each renter who is a party to the agreement)

**10. URGENT REPAIRS**

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

**Details of person the renter should contact for an urgent repair**

(rental provider to insert details)

Emergency contact name: **Penelope McGregor**

Emergency contact phone: **0411874447**

Emergency contact email: **penelope@macproperty.com.au**

**11. PROFESSIONAL CLEANING**

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless—

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

**12. OWNERS CORPORATION**

Do owners corporation rules apply to the premises? (rental provider to tick as appropriate)

☒ YES

☐ NO

If yes, the rental provider must attach a copy of the rules to this agreement.

**13. CONDITION REPORT**

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

☒ The condition report has been provided.

☐ The condition report will be provided to the renter on or before the date the agreement starts.

**PART C - SAFETY-RELATED ACTIVITIES****14. ELECTRICAL SAFETY CHECKS**

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

**15. GAS SAFETY ACTIVITIES**

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.



**16. SMOKE ALARM SAFETY ACTIVITIES**

- (a) The rental provider must ensure that—
- (i) any smoke alarm is correctly installed and in working condition; and
  - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
  - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.  
**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—
- (i) information about how each smoke alarm in the rented premises operates;
  - (ii) information about how to test each smoke alarm in the rented premises;
  - (iii) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.  
**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

**17. SWIMMING POOL BARRIER SAFETY ACTIVITIES**

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

**18. RELOCATABLE SWIMMING POOL SAFETY ACTIVITIES**

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.  
**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

**19. BUSHFIRE PRONE AREA ACTIVITIES**

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

**PART D - RIGHTS AND OBLIGATIONS**

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.  
For more information, visit [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting).

**20. USE OF THE PREMISES**

The renter—

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

**21. CONDITION OF THE PREMISES**

The rental provider—

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the Agreement.

The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

**22. MODIFICATIONS**

The renter—

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting).

**23. LOCKS**

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and



- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

## 24. REPAIRS

Only a suitably qualified person may do repairs—both urgent and non-urgent.

## 25. URGENT REPAIRS

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [consumer.vic.gov.au/urgentrepairs](http://consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

## 26. NON-URGENT REPAIRS

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

**27. ASSIGNMENT OR SUB-LETTING**

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider—

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

**28. RENT**

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

**29. ACCESS AND ENTRY**

The rental provider may enter the premises—

- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

**30. PETS**

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

**PART E - ADDITIONAL TERMS****31. ADDITIONAL TERMS (IF ANY)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

**31.1 Meanings in these additional terms**

**31.1.1** In these additional terms “I”, “me”, or “my”, are used to describe the rental provider and “you” or “your”, the renter. The descriptions apply even if there is more than one rental provider or renter.

**31.1.2** \*Important advice about “writing”. In these additional terms the word “writing” means all ways of

representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter.

**31.1.3** Before you use an electronic means to send a message or document to me check clause 9.1 to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 9.1 or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

## **31.2 Other use of the rented premises**

**31.2.1** You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in \*writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.

**31.2.2** Use of the rental premises primarily as a home does not include:

- the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
- the service or repair of a vehicle or boat of any description except for routine minor maintenance,
- disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.

## **31.3 Storage and removal of waste and rubbish**

**31.3.1** You must store rubbish and waste in appropriate containers with close fitting lids.

**31.3.2** If a place or places are provided for rubbish and waste containers you will keep them there.

**31.3.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

**31.3.4** The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.

## **31.4 My insurance on the premises**

**31.4.1** If I provide you with a copy of my insurance policy for the rented premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased, unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.

**31.4.2** If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.

**31.4.3** My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.

## **31.5 Locks (see clause 23) and alarms**

**31.5.1** Key of a lock means a device or information normally used to operate the lock.

**31.5.2** Lock means a device for securing a door or window or other part of the premises.

**31.5.3** Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.

**31.5.4** You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any

change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.

- 31.5.5** If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.
- 31.5.6** If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to me or my managing agent duplicates of the new key/s as soon as practicable and preferable within one business day of changing the locks.
- 31.5.7** You may change the code of an alarm at the rented premises.
- 31.5.8** If you change the code or install an alarm system you must tell me or my managing agent in \*writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use and SMS message to tell me of the new code.
- 31.6 Defects (see clauses 25 and 26)**
- 31.6.1** When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.
- 31.7 Light globes, fluorescent tubes, and LED lights**
- 31.7.1** At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.
- 31.7.2** During the rental agreement you must replace any light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.
- 31.7.3** If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.
- 31.8 Sewers and septic systems**
- 31.8.1** Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.
- 31.8.2** When you become aware to a blockage or defect in the sewerage of septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.
- 31.8.3** If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor caused the blockage or defect.
- 31.9 Gardens and land**
- 31.9.1** If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.
- 31.9.2** These are examples of things you may need to do to care for the garden and land: mow grass; water subject to water restrictions, as and when required; remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs flowers and other plants; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise

the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.

**31.9.3** You must make a request in \*writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.

**31.9.4** You must make a request in \*writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.

**31.9.5** You must not dispose of any polluting or toxic substance on the land.

#### **31.10 Mould**

**31.10.1** You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.

**31.10.2** If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.

**31.10.3** If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.

#### **31.11 You cannot use your bond to pay rent**

**31.11.1** You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.

#### **31.12 'To Let', 'Auction', 'For Sale' etc signs at the rented premises**

**31.12.1** You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.

**31.12.2** You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.

#### **31.13 Assigning, subletting, or abandoning the rented premises (see clause 27)**

**31.13.1** If during the period of the rental agreement the people in occupation of the rented premises are to change you must notify or my managing agent as soon as possible after you become aware the change is to happen, or has happened, preferably within 24 hours and ask me or my managing agent in \*writing for permission to assign your rental agreement or sub-let the rental premises. Neither I nor my managing agent will unreasonably withhold permission. You cannot use an SMS message to ask me or my managing agent for permission.

**31.13.2** If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following:

**N/A**

**31.13.3** If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula:



N/A

- 31.13.4** My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.
- 31.14 Leaving the premises at the end of the fixed term (see clause 5)**
- 31.14.1** If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- 31.14.2** You must tell me or my managing agent about your intention to leave in \*writing by giving notice in a form which is not an SMS message.
- 31.14.3** You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.
- 31.14.4** You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.
- 31.15 Leaving the premises after the fixed term ends**
- 31.15.1** If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- 31.15.2** You must tell me, or my managing agent, about your intention to leave in \*writing in a form that is not an SMS message.
- 31.16 Receipt of condition report /statement of rights and duties**
- 31.16.1** You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:
- two copies of a condition report signed by me or my managing agent, and
  - a written guide "Renting a home: a guide for tenants" as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.
- 31.17 Rental provider's signature**
- 31.17.1** I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:
- "residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;"
- SDA means Specialist Disability Accommodation.
- 31.18 Modifications (see clause 22)**
- 31.18.1** If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.
- 31.18.2** If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install

security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to carry out the work.

**31.18.3** If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

**31.19 Rent Increases**

The rent amount will increase to (\$) \_\_\_\_\_ calculated as:

☐ %

☐ CPI

☐ Other \_\_\_\_\_

The date the first payment at the increased rate is due is \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

Pay period: ☐ Weekly ☐ Fortnightly ☐ Monthly

The day rent is to be paid : \_\_\_\_\_  
 (e.g. each Thursday or the 11th of each month)

**31.20 Urgent Repairs**

The agent **can** / ~~cannot~~ authorise urgent repairs (strike out inapplicable)

If the agent can authorise repairs, the maximum amount for repairs which the agent can authorise is (\$) **1,800.00**

Emergency facsimile: 0411874447

**Additional Items**

**All carpets must be steam cleaned at the end of the lease term and property cleaned to a professional level**

**Any mice or pests of any sort are your responsibility to remove from the premises either by bait or pest terminators etc.**

**Lease break fees pro rata - Marketing fee \$330 - Board \$100 - Letting fee 1.5 weeks rent plus gst Rent paid until new tenant found**

**If you make application to have a pet live at the premises and the owner approves.**

**Any damage caused by the dog/cat, this damage must be repaired, and the house/apartment after vacating the carpets must be steamed cleaned and the property deodorised to remove any animal smells.**

**Emergency after hours contacts - August 2023 onwards**  
**Urgent only**

**Please save into mobile if after hours and unable to contact someone from MAC Property.**  
**Please note if not an emergency then this tax invoice bill will be at your cost if the job could have waited for the next business day.**

**Re locks if you loose your own keys the locksmith is your cost not the owners.**

**Plumber - Water**  
**Melb Plumbing - Ed - 0437 296 544**

**Plumber Water and Gas leak**  
**Aquatek plumbing - Kirk 0430 538 478**

**Electrical**

Code 135

## Residential Rental Agreement<sup>©</sup>



**Stephan – 0402 548 492**  
**Lachlan Stanic – 0421 075 442**  
**Greenhills – Adam 0430 452 331**

**Locksmith**  
**Ace locksmiths - Pete – 0409 356 918**  
**Luke locks - 0424 348 648**

**Cleaners for your own use and cost**  
**Kevin – Jims cleaning steam cleaning -0466 242 774**  
**Bisera - 0401 889 566**

**Note:** If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.





**32. SIGNATURES**

This agreement is made under the Act.

Before signing you must read **Part D — Rights and Obligations** in this form which outlines your rights and obligations.

**RENTAL PROVIDER**Name: Caitlin Guilfoyle

Sign:

Signed by:  
*Caitlin Guilfoyle*  
80435983fec6

Dated: 26/09/2023**RENTER**Name: Jun Hyuk An

Sign:

Signed by:  
*Jun Hyuk An*  
a95cc444007a

Dated: 25/09/2023Name: Hye Jin Lee

Sign:

Signed by:  
*Hye Jin Lee*  
a3c5636226d4

Dated: 25/09/2023

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1147474

## APPLICANT'S NAME & ADDRESS

MEADOW HEIGHTS CONVEYANCING C/- LANDATA  
MELBOURNE

## VENDOR

G, C

## PURCHASER

G, C

## REFERENCE

15355

This certificate is issued for:

LOT 302D PLAN PS411166 ALSO KNOWN AS 302D/21 ROBERT STREET COLLINGWOOD  
YARRA CITY

The land is covered by the:

YARRA PLANNING SCHEME

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

The land:

- is included in a MIXED USE ZONE
- is within a ENVIRONMENTAL AUDIT OVERLAY
- and a HERITAGE OVERLAY (HO141)
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

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

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

13 June 2025

**Sonya Kilkeny**  
Minister for Planning

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](mailto:landata.enquiries@servictoria.com.au)

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

## 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.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 13 June 2025 01:57 PM

## PROPERTY DETAILS

Address: **302D/21 ROBERT STREET COLLINGWOOD 3066**  
 Lot and Plan Number: **Lot 302D PS411166**  
 Standard Parcel Identifier (SPI): **302D\PS411166**  
 Local Government Area (Council): **YARRA**  
 Council Property Number: **471630**  
 Planning Scheme: **Yarra**  
 Directory Reference: **Melway 2C F11**

[www.yarracity.vic.gov.au](http://www.yarracity.vic.gov.au)

[Planning Scheme - Yarra](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **RICHMOND**

## OTHER

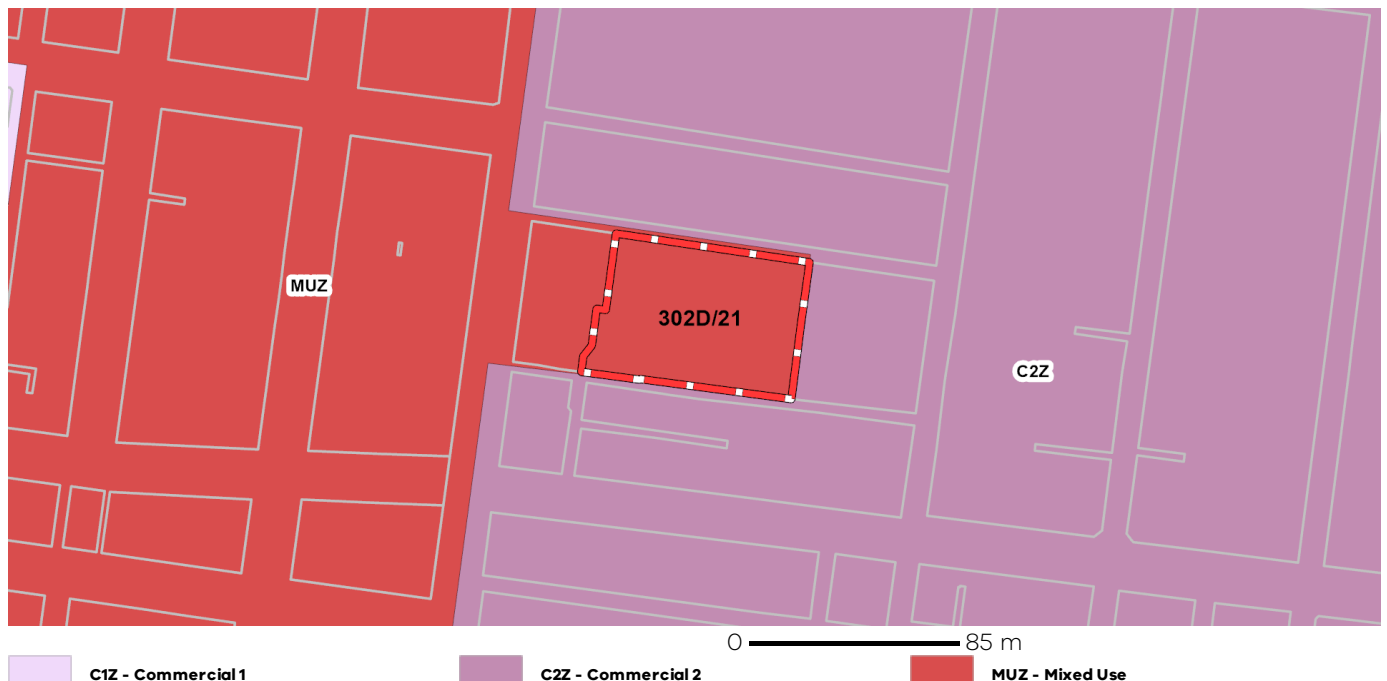
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[MIXED USE ZONE \(MUZ\)](#)

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



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

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

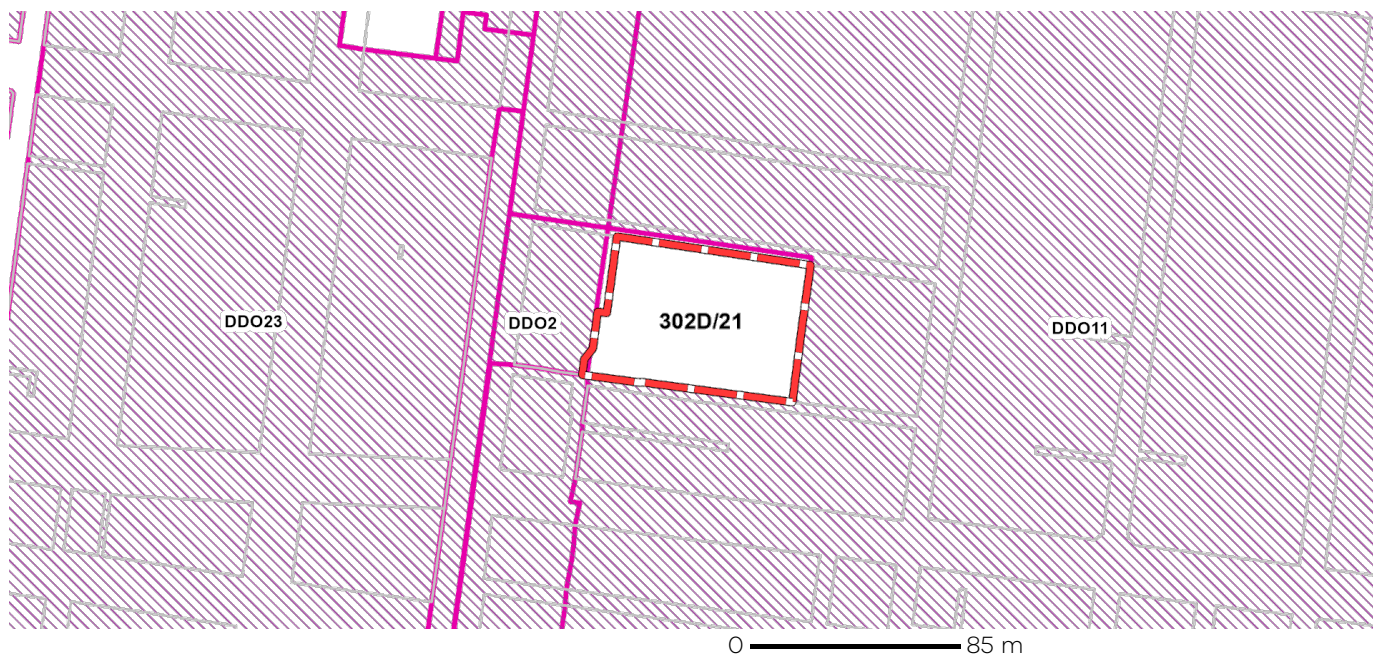


 **DCPO - Development Contributions Plan Overlay**

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

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (DDO2)

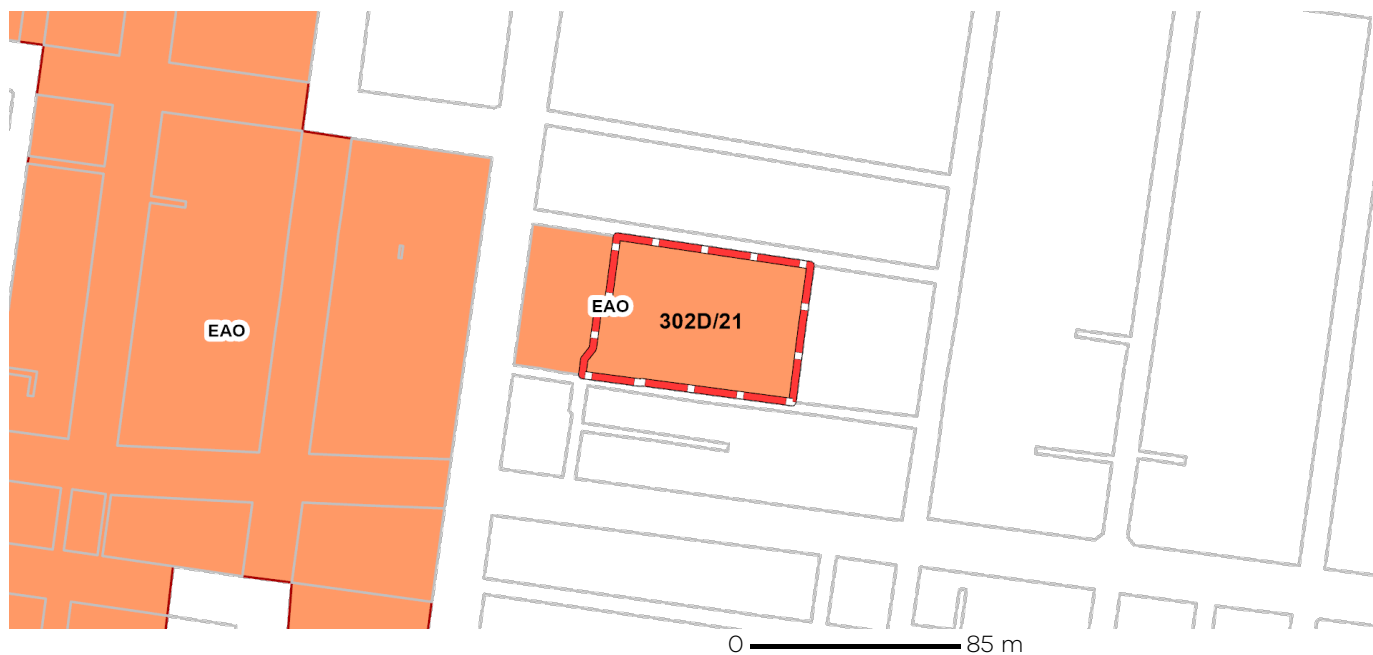


 **DDO - Design and Development Overlay**

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

## Planning Overlays

### ENVIRONMENTAL AUDIT OVERLAY (EAO)

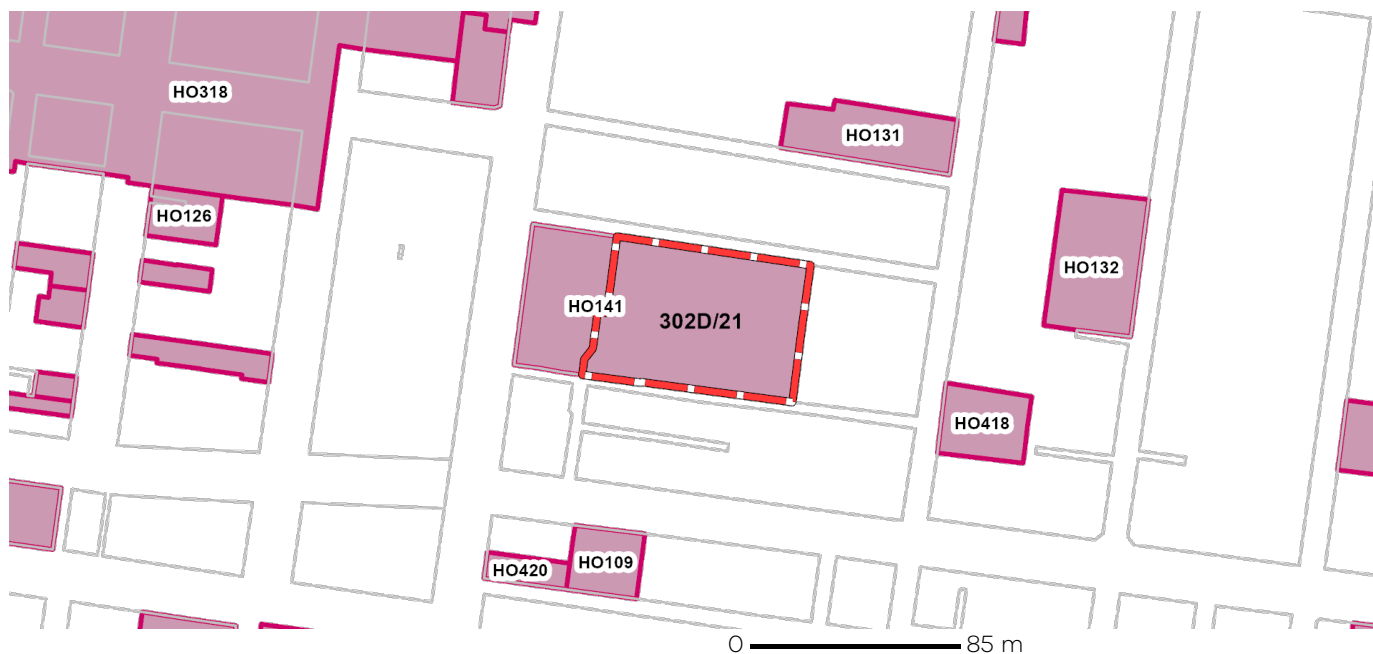


**EAO - Environmental Audit Overlay**

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

### HERITAGE OVERLAY (HO)

#### HERITAGE OVERLAY - SCHEDULE (HO141)



**HO - Heritage Overlay**

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



## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### SPECIFIC CONTROLS OVERLAY (SCO)



 **SCO - Specific Controls Overlay**

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

## Heritage Register

This property is affected by an entry on the Victorian Heritage Register.

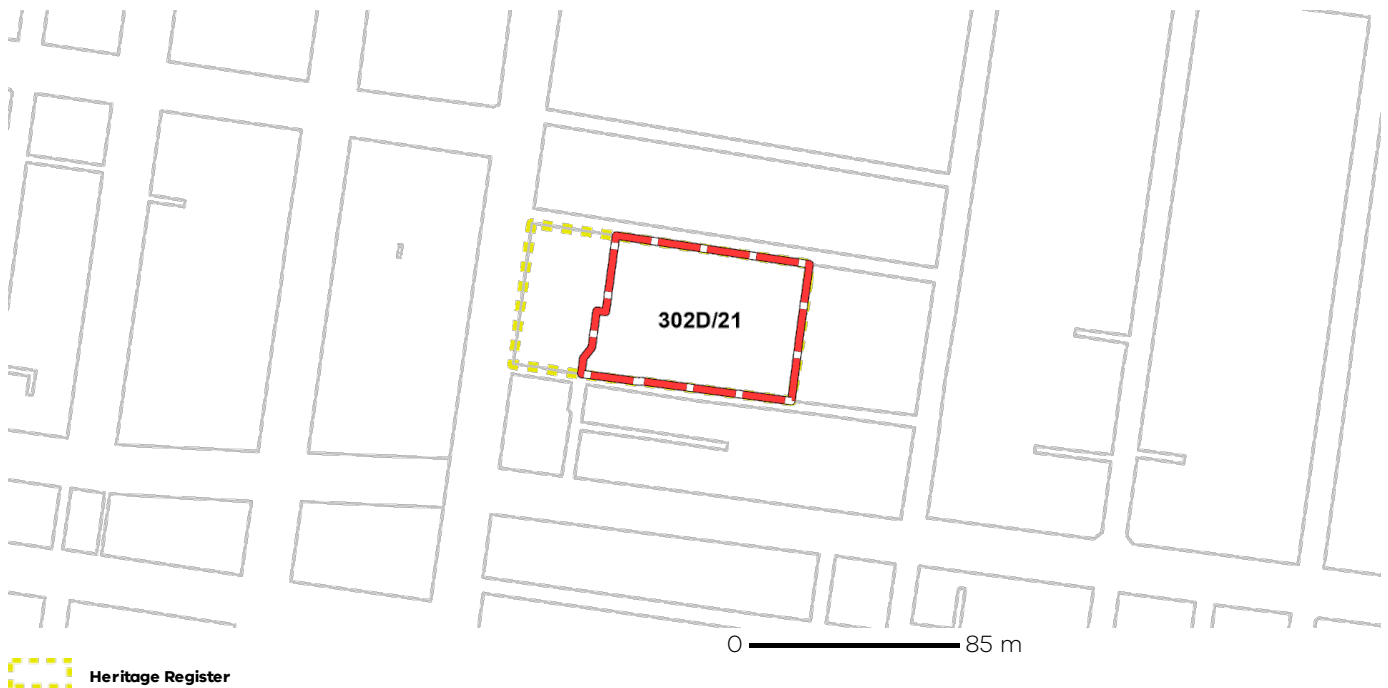
View information about [VHR Number H0807](#) - FORMER YORKSHIRE BREWERY

Heritage Register data last updated on .

This report is NOT a **Heritage Certificate** issued pursuant to Section 50 of the Heritage Act 1995. It does not show places which may be under consideration for inclusion in the Victorian Heritage Register.

For more information on the **Victorian Heritage Register** go to [Victorian Heritage Database](#)

Other information about the heritage status of this property, how to obtain a Heritage Certificate, and any heritage approvals that may be required, may be obtained from [Heritage Victoria](#)



## Further Planning Information

Planning scheme data last updated on .

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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



## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

13 June 2025

Landata  
Victoria (Serv)  
LOCKED BAG 20005  
MELBOURNE Vic 3001

**Council Reference: wBC25/01631**  
**Your Reference: 15355**  
**Agent Reference: 77090516-029-0**  
**Address: 302D/21 Robert St Collingwood**



**Yarra City Council**  
ABN 98 394 086 520  
  
PO Box 168  
Richmond VIC 3121  
  
03 9205 5555  
info@yarracity.vic.gov.au  
yarracity.vic.gov.au

**BUILDING REGULATIONS 2018**  
**Regulation 51**  
**REQUEST FOR BUILDING APPROVAL PARTICULARS**

We acknowledge your request for building particulars regarding the above property. Our building records indicate the following information.

**52. Details of building permits issued in the preceding ten (10) years:**

Building Permit Number	Issue Date	Description of Works	Occupancy Permit or Certificate of Final Inspection Date
2013/0581/4	2014-01-30	Residential Development - stage 4	30/10/2015
2013/0581/5	2014-02-28	Residential Development - stage 5	30/10/2015
2013/0581/6	2014-03-05	Residential Development - Stage 6	30/10/2015
2013/0581/7	2014-04-09	Residential Development - Stage 7 (Underpinning cellar building)	30/10/2015
2013/0581/8	2014-06-27	Residential Development - stage 8	30/10/2015
2013/0581/9	2014-09-10	Residential Development - stage 9	30/10/2015
2013/0581/10	2014-09-19	Residential Development - stage 10	30/10/2015
2013/0581/11	2014-10-22	Residential Development - Stage 11	30/10/2015

2013/0581/12	2014-11-03	Residential Development - stage 12	30/10/2015
2013/0581/13	2014-11-14	Residential Development - stage 13	30/10/2015
2013/0581/14	2014-12-03	Residential Development - stage 14	30/10/2015
2013/0581/15	2014-12-09	Residential Development - stage 15	30/10/2015
2013/0581/16	2014-12-19	Residential Development - stage 16	30/10/2015
2013/0581/17	2015-05-25	Residential Development - stage 17	30/10/2015
2013/0581/18	2015-10-08	Residential Development - Stage 18	30/10/2015

Details of any current Notice, Order, Statement or Certificate issued under *Building Act 1993* or *Building Regulations 2018*:

**Notices:**

No record of any outstanding Notices is held by Councils Building Department

**Orders:**

No record of any outstanding Orders is held by Councils Building Department

Council is unable to provide information issued under *Regulation 64* (Combined allotments) or *Regulation 231* (Subdivision of existing dwellings). Should you require this information, you may request access to council's building file [Information Requests | Yarra City Council](#).  
Note: additional fees apply.

Details of building envelopes on the allotment or adjoining allotments or adjoining allotments may be obtained from the Certificate of Title. Certificates of Title are available from [www.landata.online](http://www.landata.online).

Please note:

*All residential properties containing existing swimming pools or spas are required to have safety pool fencing erected and that failure to do so can result in financial penalties.*

*Furthermore, owners are required to register swimming pools and/or spas with Council as well as submitting Compliance Certificates by the required deadline. Failure to do so may also result in financial penalties. For more information please visit [Pool and spa registration | Yarra City Council](#).*

*Owners or purchasers of residential properties are to ensure that smoke alarms exist and that failure to do so can also result in financial penalties. For further detailed information, please contact the Council's Building Department.*

*Melbourne Water has recently changed flood information on properties within the City of Yarra. You must make an enquiry with Melbourne Water in respect to land that is liable to flooding or designated land or works.*

*A Statewide Cladding Audit ("SWCA") was setup by the Victorian Government to identify the location of combustible cladding being Aluminium Composite Panelling ("ACP", Expanded Polystyrene ("EPS") on the following type of buildings only*

- Class 2 buildings of three or more storeys (residential apartments); or*
- Class 3 buildings of three or more storeys (Hotels, Motels and Student accommodation); or*
- Class 9 buildings of two or more storeys (Hospitals, Schools and Aged Care facilities).*

*Refer to building notices and order section of this certificate to see if your building was or has been identified. For any enquiries, please contact the Owners or Owners Corporation.*

### **Parking Permit Eligibility**

*This property might not be eligible for a parking permit if you're adding more dwellings or reducing on-site parking spaces during development, based on the Council's '10 December 2003 Ruling.' For more details, contact Parking Services at 9205 5555.*

Yours sincerely,

**Yarra Building Services**

## HERITAGE CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**APPLICANT:**

Meadow Heights Conveyancing

**PROPERTY ADDRESS:**

Unit 302D 21 ROBERT STREET COLLINGWOOD

**CERTIFICATE NO:**

77091419

**PARCEL DESCRIPTION:**

Lot 302D PS411166X

**1. The place is included in the Victorian Heritage Register in the category of Registered Place**

*You can find out more about the site here: <http://vhd.heritagecouncil.vic.gov.au/places/317>. This place is protected by law. This means you need approval from Heritage Victoria to make any changes to the place, you must maintain it so that its conservation is not threatened, and you must notify Heritage Victoria if you intend to sell or have purchased the property.*

2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made to include the place or object in the Victorian Heritage Register.
5. An application for exclusion from the Victorian Heritage Register has not been made.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are not current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.

**AUTHORISED BY:**

A handwritten signature in black ink, appearing to be "Ainsley Thompson".

**Ainsley Thompson, Heritage Registrar**

(as delegate for Steven Avery, Executive Director, Heritage Victoria)

**DATE AUTHORISED: 16/06/2025**

*Note: This Heritage Certificate is valid at the date of issue.*

**I am intending to buy the property, what are my obligations?**

If you are buying the property, you must notify Heritage Victoria within 28 days of entering into an agreement with a purchaser.

Complete the form: [Change of Owner](#)

**I am intending to sell the property, what are my obligations?**

If you are selling the property, you must notify Heritage Victoria within 28 days of entering into an agreement with a purchaser.

Complete the form: [Notice of Intention to Sell](#)

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This publication may be of assistance to you but the State of Victoria and its employees do not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this publication.

# Property Clearance Certificate

## Land Tax



MEADOW HEIGHTS CONVEYANCING SERVICES

Your Reference:	15355
Certificate No:	91767134
Issue Date:	13 JUN 2025
Enquiries:	ESYSPROD

Land Address:	UNIT 302D, 21 ROBERT STREET COLLINGWOOD VIC 3066
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
42360846	302D	411166	11599	134	\$0.00

Vendor: CAITLIN GUILFOYLE  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
CAITLIN JOSEPHINE GUILFOYLE	2025	\$33,000	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$335,000
SITE VALUE (SV):	\$33,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



# Notes to Certificate - Land Tax

**Certificate No:** 91767134

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$33,000

Calculated as \$0 plus ( \$33,000 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,350.00

Taxable Value = \$335,000

Calculated as \$335,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 91767134

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 91767134

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)



# Property Clearance Certificate

## Commercial and Industrial Property Tax



MEADOW HEIGHTS CONVEYANCING SERVICES

<b>Your Reference:</b>	15355
<b>Certificate No:</b>	91767134
<b>Issue Date:</b>	13 JUN 2025
<b>Enquires:</b>	ESYSPROD

**Land Address:** UNIT 302D, 21 ROBERT STREET COLLINGWOOD VIC 3066

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42360846	302D	411166	11599	134	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120.6	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMPROVED VALUE:** \$335,000

**SITE VALUE:** \$33,000

**CURRENT CIPT CHARGE:** \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91767134

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



MEADOW HEIGHTS CONVEYANCING SERVICES

Your Reference:	15355
Certificate No:	91767134
Issue Date:	13 JUN 2025

**Land Address:** UNIT 302D, 21 ROBERT STREET COLLINGWOOD VIC 3066

Lot	Plan	Volume	Folio
302D	411166	11599	134

**Vendor:** CAITLIN GUILFOYLE

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**Paul Broderick**  
Commissioner of State Revenue

<b>CURRENT WINDFALL GAINS TAX CHARGE:</b>
<b>\$0.00</b>



# Notes to Certificate - Windfall Gains Tax

Certificate No: 91767134

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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


## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <div><div><p>Billers Code: 416073 Ref: 91767137</p></div></div> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <div><div><p>Ref: 91767137</p></div></div> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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MEADOW HEIGHTS CONVEYANCING  
PO BOX 2059  
MEADOW HEIGHTS VIC 3048

## Information Statement Certificate

**Reference number**

15355

**Statement number**

2978608365

**Date of Issue** 13 Jun 2025**Total amount**

**\$178.68**

Total amount to end of June 2025 and includes any unbilled amount

Please see page 2 for detailed information

### Water Act, 1989, Section 158

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

**Property address** UNIT 302D/21 ROBERT STREET, COLLINGWOOD VIC 3066

**Property number** 8318630000

**Lot on Plan** 302D\PS411166

**Comments**

## Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billers code: **8789**

Ref: **71746200008**

Go to **bpay.com.au**

@Registered to BPAY  
Pvt Ltd

ABN 69 079 137 518



**Post Billpay**

**Australia Post**

Billpay code: **0362**

Ref: **0717 4620 0005**

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



\*362 071746200005

# Annual Charges

## Service charges

	Annual charge FY 2024 - 25	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$220.28	Quarterly	\$165.36	\$0.00
Residential Sewer Service Charge	\$287.07	Quarterly	\$215.50	\$0.00
Parks	\$87.20	Quarterly	\$65.46	\$0.00
Waterways and Drainage	\$122.09	Quarterly	\$91.64	\$0.00
<b>Total annual charges</b>	<b>\$716.64</b>		<b>\$537.96</b>	<b>\$0.00</b>

## Other charges and adjustments

Service charges owing for previous financial years	\$0.00
Volumetric charges	\$0.00
Adjustments	\$0.00
<b>Total charges and adjustment</b>	<b>\$0.00</b>

## Outstanding charges

Current balance	\$0.00
Plus remainder service charges to be billed	\$178.68

**Total charges** **\$178.68**

### Volumetric Charges

Please note, this property was recorded as having been occupied by a tenant from 12/03/2023 and this statement does not include any volumetric charges from this date.

### Disclaimer

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

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

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

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

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

## General Information

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

Authorised Officer,



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Rohan Charrett

General Manager, Customer Experience

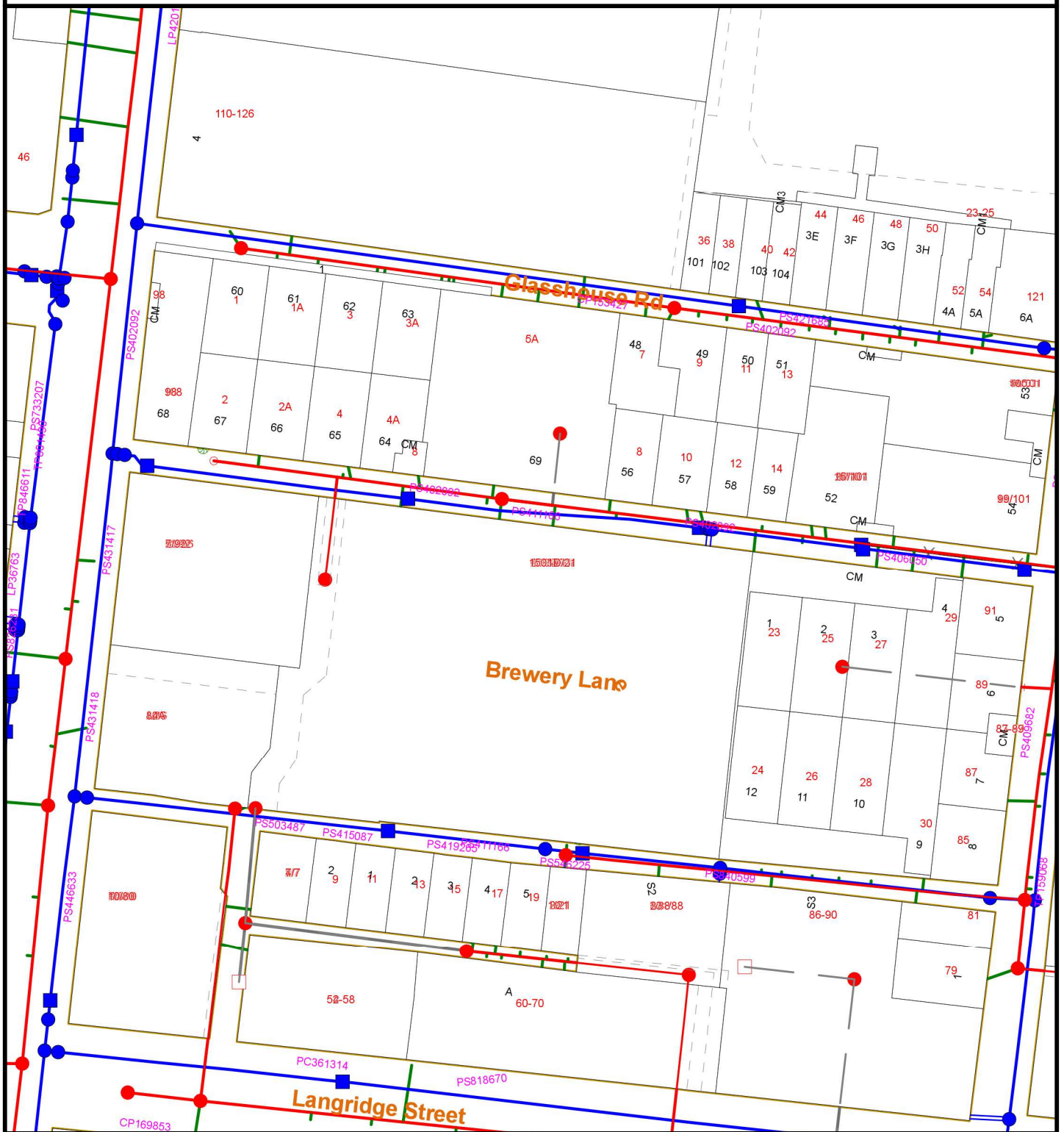
# INFORMATION STATEMENT PLOT

Address :

**UNIT 302D/21 ROBERT STREET COLLINGWOOD VIC 3066**

Reference :

**PID000368138**



Scale 1:1000  
Printed on : 13/06/2025

Water Main DOES NOT traverse property  
Sewer Main DOES traverse property



Greater Western Water  
36 Macedon St,  
Sunbury  
Locked Bag 350  
Sunshine  
VIC 3020  
Ph: 134 499  
[www.gww.com.au](http://www.gww.com.au)

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

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



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



Yarra City Council  
ABN 98 394 086 520

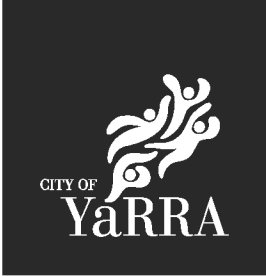
PO Box 168  
Richmond VIC 3121

T 03 9205 5555

info@yarracity.vic.gov.au  
yarracity.vic.gov.au

# Rates Instalment Notice

For the period 1 July 2024 to 30 June 2025



026 11871

C Guilfoyle  
302D/21 Robert St  
COLLINGWOOD VIC 3066

Property Number	471630
Issue Date	05/05/2025
Due Date	31/05/2025
Amount Due	\$190.00

Payment arrangements are available - If you are experiencing financial hardship, please call Council or visit [yarracity.vic.gov.au](http://yarracity.vic.gov.au).

## Property Location

302D/21 Robert St Collingwood VIC 3066  
Lot 302D PS 411166X Vol 11599 Fol 134

## Property Valuation

Site Value \$33,000  
Capital Improved Value \$335,000  
Net Annual Value \$16,750

## Rates and Charges

Fourth Instalment

\$190.00

Any payments or changes made after 25 April 2025 may not be reflected on your notice.

**Total \$190.00**

Register to receive your notice via email

GO TO [erates.yarracity.vic.gov.au](http://erates.yarracity.vic.gov.au)

### Preferred Payment Options



**Option A**  
Pay in 10 monthly or four Direct Debit payments from your nominated bank account.  
Download a Direct Debit Request form at [yarracity.vic.gov.au/directdebit](http://yarracity.vic.gov.au/directdebit)



**Bill Code:**  
171074  
**Ref No:**  
**471630 4**  
**BPAY View Registration No:**  
**471630 4**



**ONLINE\***  
Yarra ePay  
[yarracity.vic.gov.au](http://yarracity.vic.gov.au)



Scan to learn about Rates and Valuation

FIRST INSTALMENT  
DUE 30 SEPTEMBER 2024

SECOND INSTALMENT  
DUE 30 NOVEMBER 2024

THIRD INSTALMENT  
DUE 28 FEBRUARY 2025

FOURTH INSTALMENT  
DUE 31 MAY 2025

**\$190.00**

Rates Instalment Notice for the period  
1 July 2024 to 30 June 2025



Property No. 471630

Property Address 302D/21 Robert St Collingwood VIC 3066

Owner C Guilfoyle

Rates and Charges Amount



Internal use only - Property Number



Internal use only - Instalment Amount

Important information about payment of rates and charges

Valuations

The Valuer-General is now responsible for returning all rating valuations in Victoria. Valuations are now completed annually. The property described on the front of this notice has been valued as at 1 January 2024. The operative date for rating purposes is 1 July 2024.

Change of property ownership or postal address

When ownership of a property changes, liability for the payment of rates remains with the owner recorded with us, until a Notice of Acquisition is received from the purchaser or respective Solicitor.

We must be notified in writing of any change of address or occupancy.

Complete the form at [yarracity.vic.gov.au/updaterates](http://yarracity.vic.gov.au/updaterates)

Rate rebates and financial hardship

If you receive a pension you may be eligible for a rebate on rates. You must submit the appropriate pension card (DVA War Widow/TPI Gold Card/DVA/Centrelink Pensioner Concession Card) with your application for a rate rebate at Council Offices. Health Care card holders are not eligible for rate rebates. If you have any queries regarding pension rebates, organising regular payments using Centrepay, or are suffering financial hardship, please contact us for assistance on 9205 5555.

Payment of rates and charges

Any Payments/Adjustments made to this account in the last few days may not be reflected on this notice.

Payment of any rates and charges will be allocated as follows:

- (1) legal costs owing, if any
- (2) interest owing, if any
- (3) arrears owing, if any
- (4) current rates owing, Fire services property levy owing, separate rates owing and garbage charges owing.

Land tax

Further information on the use of valuations for land tax can be found on the State Revenue Office website [www.sro.vic.gov.au](http://www.sro.vic.gov.au) or by contacting 13 21 61.

Fire services property levy

We collect the Fire Services Property Levy on behalf of the State Revenue Office ([www.sro.vic.gov.au](http://www.sro.vic.gov.au) or 13 21 61). This amount is listed as a separate charge on the Annual Rate Notice. In cases of financial hardship the owner of land may apply for a waiver, deferral or concession in respect of the leviable land under section 27 of the *Fire Services Property Levy Act 2012* for rateable land and section 28 for non-rateable residential land.

Penalty interest

Penalty interest on any arrears of rates and charges will continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received. Late or non-payment of rates and charges will incur an interest penalty of 10% in accordance with the *Penalty Interest Rates Act 1983*. You will be charged interest on overdue instalment payments on the instalment amount, calculated from that instalment due date at the prescribed rate.

Arrears

Any arrears shown on the front of this notice are payable immediately and may be the subject of legal action and interest charges without further notice.

Protecting your privacy

We are committed to ensuring full compliance with the privacy principles under the *Privacy and Data Protection Act 2014*. We seek to responsibly manage any personal information or health information we may hold in carrying out council functions and activities. You may view our privacy policy and statement at [www.yarracity.vic.gov.au](http://www.yarracity.vic.gov.au) or obtain a copy from Richmond Town Hall, 333 Bridge Road or contact us on 9205 5555.

State government rates cap

We have complied with the Victorian Government's rates cap of 3.5%. The cap applies to the average 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 inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Date rates declared, 18/06/2024

Interpreter Services

ARABIC

CANTONESE

MANDARIN

GREEK

ITALIAN

SPANISH

TURKISH

VIETNAMESE

9280 1940

9280 1930 خدمات مترجم

傳譯服務 9280 1932

传译服务 9280 1937

ΥΠΗΡΕΣΙΕΣ ΔΙΕΡΜΗΝΕΙΑΣ 9280 1934

SERVIZI D'INTERPRETE 9280 1931

SERVICIOS DE INTÉRPRETE 9280 1935

TERCÜMANLIK SERVİSLERİ 9280 1938

DỊCH VỤ THÔNG DỊCH 9280 1939

Rate payment options

Option A Payment by 10 monthly or four council approved Direct Debits

(from a cheque or savings account only)

Please note: The 10 monthly payment option is only available through Direct Debit.

Download the Direct Debit Request form at [yarracity.vic.gov.au/directdebit](http://yarracity.vic.gov.au/directdebit)

10 Monthly Direct Debit Payment Dates

15 September 2024, 15 October 2024, 15 November 2024, 15 December 2024, 15 January 2025, 15 February 2025, 15 March 2025, 15 April 2025, 15 May 2025 and 15 June 2025.

Four instalment Direct Debit Payment Dates

30 September 2024, 30 November 2024, 28 February 2025, 31 May 2025.

Option B Payment by four instalments

If you choose to pay by four instalments, the amounts indicated on the front of this notice must be received no later than the following dates:

1st Instalment – 30 September 2024, 2nd Instalment – 30 November 2024, 3rd Instalment – 28 February 2025, 4th Instalment – 31 May 2025.

Set and forget with Direct Debit.

Avoid the late fees and the hassle.

By signing up for direct debit, your payments will be automatic. You'll no longer have to worry about remembering to pay or paying on time.

Sign up today at <https://www.yarracity.vic.gov.au/services/rates-and-valuations/how-to-pay-your-rates>



Cheque and Money Order payment

Please make cheque or money order payable to City of Yarra

Postal Address

City of Yarra  
PO BOX 168  
Richmond VIC 3121.

Receipts will not be issued for mailed payments.



Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info [www.bpay.com.au](http://www.bpay.com.au)

Use the Biller Code and Ref No detailed on the front of this notice.



IN PERSON\*

At any Australia Post or one of our Customer Service Centres.



TELEPHONE\*

Yarra ePay  
1300 792 772



Scan & Pay

4716 304

Scan & Pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app today.



\*3006 4716304

centrelink

Use Centrepay to make regular deductions from your Centrelink payment. Centrepay is a voluntary and easy payment option available to Centrelink customers.

\*A surcharge fee of 0.5% applies to Visa and MasterCard credit card payments.