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 11, 101 Leveson Street, North Melbourne Victoria 3051

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.

terms of this contract.	agent acknowledges being given by the agent at the	time of signing a cop	by of the
SIGNED BY THE PURCHASER:			
		on	2020
Print name(s) of person(s) signing:			
State nature of authority, if applicable:		•••	
This offer will lapse unless accepted within [] clear business days (3 clear business da	ys if none specifie	:d)
SIGNED BY THE VENDOR:			
		on	2020
Print name(s) of person(s) signing:			
State nature of authority, if applicable:			
The DAY OF SALE is the date by which both pa	arties have signed this contract.		

IMPORTANT NOTICE TO PURCHASERS

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

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

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 bought the property at or within 3 clear business days before or after a publicly advertised auction.

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

the property is used primarily for industrial or commercial purposes; or

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.

. the property is more than 20 hectares in size and is used primarily for farming; or

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,

- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

the contract of sale and the day on which you become the registered proprietor of the lot.

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

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

A substantial period of time may elapse between the day on which you sign

Particulars of sale

Vendor's estate agent

Name: Rendina Real Estate

Address: 519 Macaulay Road, Kensington Victoria 3031

Email info@rendina.com.au

Tel: 03 9381 6500

Vendor

Name: BNAA Investments Pty Ltd (ACN 098 339 265)

Address: 7 Staughton Road, Glen Iris Victoria 3146

Vendor's legal practitioner or conveyancer

Name: Keogh & Co. Lawyers

Address: Level 4, 443 Toorak Road, Toorak Victoria 3142

Email: mclark@keoghlegal.com

Tel: 03 9827 2266 Fax: 03 9827 2088 Ref: JMK:MC (Megan Clark)

Purchaser

Name:

of

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:

Land (general conditions 3 and 9)

The land is described in the table below -

Volume 11108 Folio 253 11 PS605297B	Certificate of Title reference		being lot	on plan
	Volume 11108	Folio 253	11	PS605297B

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 11, 101 Leveson Street North Melbourne Victoria 3051

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

All fixed floor coverings, light fittings, and all fixtures and fittings of a permanent nature. Payment (general condition 11) Price \$ payable on the Day of Sale Deposit \$ 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 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 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 subject to lease condition 1.1. Lease Agreement set out in the Vendors Statement attached hereto. 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 Special conditions conditions' appear in this box

Special Conditions

Instructions: It is recommended that when adding 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 and number pages accordingly

Special Conditions

- 1. The Purchaser admits that the land as offered for sale and inspected by himself 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 Title or to bear all or any part of the cost of doing so.
- 2. The Purchaser shall pay to the Vendor upon demand without the necessity for any notice in writing whether pursuant to General Condition 27 or otherwise, all costs, charges, interest, fines or penalties and other expenses incurred by the Vendor ("the damages") as a result of the default of the Purchaser under any Condition expressed or implied herein and any default in respect of which the damages are incurred shall be deemed not to have been remedied unless and until such payment is made. Time shall remain the essence of this Contract notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser. The Vendor shall be entitled to serve a notice under General Condition 27 at any time after the date of any default in respect of which the notice is given.
- 3. The Purchaser buys subject to the provisions of and to any restrictions imposed by the Planning and Environment Act 1987 and any Interim Development Order or Planning Scheme prepared thereunder and to any restrictions imposed by any authority empowered by legislation to control the use of land.
- 4. The Purchaser admits that prior to signing this Contract or any other document relating to this sale he received Statements in writing complying in all respects with Section 32 of the Sale of Land Act (1962).
- 5. If the Purchaser shall be a corporation the Directors of the Purchaser shall forthwith execute the Deed of Guarantee and Indemnity annexed hereto, and any failure of the Directors to do so shall constitute a breach of the terms and conditions hereof by the Purchaser.
- 6. General condition 12.4 is added:

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.

- 7.
- 7.1 The land and buildings (if any) as sold hereby and inspected by the Purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by relevant authorities in respect of any improvements herein.
- 7.2 The Purchaser acknowledges that he has inspected the property and chattels prior to the day of sale. He agrees that he is purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no obligation to carry out any repairs, renovations, alterations or improvements. The Purchaser acknowledges that the Purchaser does not rely upon any warranty or representation made by the Vendor, any agent or any person for or on behalf of the Vendor, except those set out in this Contract, but has relied entirely upon the Purchaser's own enquiries and inspection of the property.

8. Foreign Acquisitions

- 8.1The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not require the Purchaser to obtain consent to enter this contract.
- 8.2If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the Purchaser must indemnify and compensate the Vendor for any loss, damage or cost which the Vendor incurs as a result of the breach.
- 8.3This warranty and indemnity do not merge on completion of this contract.

9. Foreign Resident Capital Gains Withholding

- 9.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act*1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 9.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
- 9.3 This special 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 is 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 Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 9.4 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.
- 9.5 The purchaser must:
 - (a) engage a legal practitioner ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 9.6 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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special 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.
 - 9.7 The representative is taken to have complied with the obligations in special condition 9.6 if:
 - 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.

- 9.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
- 9.9 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 will be true and correct.
- 9.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

10. Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this Contract and that he is aware of their condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

11. Interpretation and amendment of the General Conditions

The following General conditions are deleted and shall not form part of this Contract – 9, 23, 24.4 to 24.6 inclusive.

The following General Conditions are amended as follows:

- Add "and if the guarantee is not provided within 14 days of the request the purchaser shall be in default of this Contract".
- 12. Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate.

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13.	Electronic	LIANVAVAI	ทกเทก
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EC

Settlement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 13 applies, if the parties so elect and mark the box herein "EC"

- 13.1 This special condition prevails over any other provision of this contract to the extent of any inconsistency. This special condition applies if the parties subsequently agree in writing that it is to apply, if not elected herein.
- 13.2 A party will give written notice immediately upon that party reasonably believing that settlement and lodgement can no longer be conducted electronically. Special condition 13 ceases to apply from when such a notice is given.
- 13.3 If applicable, each party will engage a representative who is or who will also use and engage an associate or agent being a subscriber for the purposes of the *Electronic Conveyancing National Law*.
- 13.4 The vendor will open the Electronic Workspace being an electronic address for the service of notices and for written communications for electronic transactions legislation ("workspace") as soon as reasonably practicable.
- 13.5 The vendor will nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 13.6 Settlement occurs when the workspace records that:
 - 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 lodgement.
- 13.7 The parties will do everything reasonably necessary to effect settlement electronically on the next business day.
- 13.8 Each party will do everything as a priority and as reasonable to immediately assist the other party to trace and identify the recipient of any mistaken payment should that occur and to recover any mistaken payments.
- 13.9 The vendor will before settlement:
 - deliver all keys, security devices and codes ("keys") to the estate agent named in the contract.
 - (b) 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,
 - (c) 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; and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 13.10 Not less than 7 days before the due date for settlement the vendor will provide to the purchaser the original of any document required to be prepared by the vendor in accordance with general condition 6.

14. GST Withholding Tax

- 14.1 Words defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 14.2 This special condition applies if:
 - (a) The contract was entered into:
 - (i) On or after 1 July 2018; or
 - (ii) Prior to 1 July 2018 if consideration (excluding the deposit) is provided after 30 June 2020;
 - (b) The property (or part of the property) constitutes:
 - new residential premises which have not been created through substantial renovation of a building or do not constitute commercial residential premises; or
 - (ii) potential residential land which is included in a property subdivision plan and does not contain any building which is used for a commercial purpose;
 - (c) If the property constitutes potential residential land, the purchaser:
 - (i) is not registered for GST; or
 - (ii) will not acquire the property for a creditable purpose; and
 - (d) The supply of the property does not constitute a supply which has been excluded from the application of Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* by virtue of a statutory declaration made by the Commissioner in accordance with Section 14-250(3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*

- 14.3 At least 14 days before the relevant date in special condition 14.4, the vendor must provide to the purchaser a notice which complies in all respects with section 14-255(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("notice").
- 14.4 The purchaser must pay to the Commissioner the amount set out in the notice ("amount") on or before:
 - (a) the day on which it pays any consideration (excluding the deposit) to the vendor for the property;
 - (b) if the vendor and purchaser are associates and no consideration is to be provided, the day on which the property is supplied to the purchaser; or
 - (c) such other date determined by the Commissioner in accordance with section 14-250(5) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
 - **Note:** the purchaser's obligation to withhold and pay an amount to the Commissioner is not avoided if the vendor fails to serve a notice.
- 14.5 If the amount is not due prior to settlement, the purchaser is taken to have complied with its obligations in special condition 14.4 if:
 - (a) Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd (PEXA) or any other electronic conveyancing system agreed by the parties and the amount is paid to the Commissioner via this electronic conveyancing system; or
 - (b) the purchaser provides the vendor with a bank cheque made payable to the Commissioner for the amount payable to the Commissioner. If this occurs, the vendor must provide such cheque to the Commissioner as soon as possible.
- 14.6 The amount is to be deducted from the vendor's entitlement to the contract consideration.
- 14.7 The purchaser will be and is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount save if caused directly or indirectly by the vendor.
- 14.8 The purchaser must:
 - engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in This special condition; and
 - (b) ensure that the representative does so.
- 14.9 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 special condition if the sale of the property settles.

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a 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;
 - 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 -
 - the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 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
 - the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal 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 -
 - 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 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 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

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

- 11.4 At settlement, payments may be made or tendered;
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3)of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

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

13. GST

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

14. LOAN

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

- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - 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 purchaser, 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:
 - 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;
 - the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - 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;
 - 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.

GUARANTEE

THIS DEED OF GUARANTEE AND INDEMNITY IS GIVEN by the parties named in the Schedule herein as Guarantors ("the Guarantors") on the date hereinafter appearing

WHEREAS the Vendor named in the Schedule ("the Vendor") has at the request of the Guarantors entered into the Contract with the Purchaser

WITNESSETH that the Guarantors HEREBY COVENANT as follows:

- 1. That if the Purchaser shall not pay any sum falling due under the Contract as and when the same shall due the Guarantors shall upon request of the Vendor pay the amount so due but unpaid:
- That if the Purchaser shall not perform any obligation imposed on it by the Contract as and when the same shall fall due for performance the Guarantors shall upon the request of the Vendor perform the obligation so due for performance but not performed;
- That the Guarantors shall hold the Vendor indemnified at all times against all actions claims demands and losses or the failure
 of the contract arising out of or in consequence of any default by the Purchaser under the Contract;
- 4. That this Guarantee and Indemnity shall be a continuing guarantee and indemnity and shall be irrevocable;
- That the Guarantors' obligations and the Vendor's rights hereunder shall not be affected by any indulgence or time granted or allowed to the Purchaser by the Vendor or any waiver by the Vendor of his rights hereunder unless such waiver is expressly stated to be a waiver of future rights;
- 6. That the execution by the Purchaser of the Contract was an act duly authorised pursuant to the Memorandum and Articles of Association of the Purchaser and was not an act ultra vires the Purchaser;
- 7. That the execution by the Vendor of the Contract will confer a significant material benefit upon the Guarantors;
- 8. That in the interpretation of these presents the singular shall include the plural and vice versa; any gender shall include both other genders; a reference to the Vendor shall include the persons named as the Vendor and his or their respective executors, administrators successors or assigns; a reference to the Guarantors shall include the persons named as Guarantors and their respective executors, administrators and successors; and the liability of the Guarantors shall be joint and several.

SCHEDULE

THE GUARANTORS:			
		name	nam
	***************************************	address	addres

THE VENDOR:			
THE PURCHASER:			
IN WITNESS WHEREOF the G	Guarantors have exec	uted these pr Two Thousa	
SIGNED SEALED AND DELIVE by the said in the presence of:	<u>ERED</u>)))	
SIGNED SEALED AND DELIVE by the said in the presence of:	<u>ERED</u>)))	

Vendors Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	Unit 11, 101 Leveson Street, North Melbourne Victoria 3051						
		·					
Vendor's name	BNAA Investments Pty Ltd (ACN 098 339 265)	Date / / 202	20				
Vendor's signature		:					
Purchaser's name		Date / /20)20				
Purchaser's signature							
Purchaser's name		Date / /20	20				
Purchaser's signature							

1. **FINANCIAL MATTERS**

- 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)
 - (a) Are contained in the attached certificates.
 - (b) 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 items 1.1(a) above.
- 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge - None to the vendor's knowledge.
- 1.3 Terms Contract not applicable.

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.

1.4 Sale Subject to Mortgage - not applicable.

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.

2. **INSURANCE**

2.1 Damage and Destruction

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

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence. Not applicable.

3. LAND USE

- 3.1 Easements, Covenants or Other Similar Restrictions
 - A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

If applicable, is in the attached copies of title document/s.

- Particulars of any existing failure to comply with that easement, covenant or other similar restriction are -(b) none to the vendor's knowledge.
- 3.2

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.

NOTICES 4.

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:

None to the vendor's knowledge.

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:

None to the vendor's 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:

None to the vendor's 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):

If applicable, as per the attached documentation.

6. OWNERS CORPORATION

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

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

7. *GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1 Work-in-Kind Agreement

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

Not applicable

8. SERVICES

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

	····			
Electricity supply	Gas supply 🗌	Water supply	Sewerage	Telephone services

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title Volume 11108 Folio 253

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable

10.2 Staged Subdivision

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

Not applicable.

10.3 Further Plan of Subdivision

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

Not applicable

11. *DISCLOSURE OF ENERGY INFORMATION

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

12. DUE DILIGENCE CHECKLIST

Attached

13. ATTACHMENTS

Register Search Statement Volume 11108 Folio 253

Plan of Subdivision PS605297B

Premium Planning & Heritage Certificate

Planning Property Report

Melbourne City Council - Council Land Information Certificate

State Revenue Office - Land Tax Clearance Certificate

City West Water - Water Information Statement

Melbourne City Council - Building Regulations Certificates

Environmental Protection Authority - EPA Certificate

Roads Certificate

Owners Corporation Certificate

Lease Agreement dated 24 June 2016

Register Search Statement - Volume 11108 Folio 253

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

VOLUME 11108 FOLIO 253

Security no : 124082386765W Produced 31/03/2020 09:50 AM

Volume 03547 Folio 381

Volume 08342 Folio 926

LAND DESCRIPTION ___________

Lot 11 on Plan of Subdivision 605297B.

PARENT TITLES :

Volume 01749 Folio 618

Volume 02737 Folio 231 Volume 08251 Folio 380

Volume 01749 F0110 616 Volume 02737 F0110 231 Volume 06349 F0110 676 Volume 08251 F0110 380 Volume 08605 F0110 258 Volume 11023 F0110 556

Created by instrument PS605297B 10/12/2008

REGISTERED PROPRIETOR ______

Estate Fee Simple

Sole Proprietor

BNAA INVESTMENTS PTY LTD of 91 LYGON STREET BRUNSWICK EAST VIC 3057 AG314523S 28/01/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ022246H 07/07/2017

SUNCORP-METWAY 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.

DIAGRAM LOCATION

SEE PS605297B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS _____

NIL

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

Street Address: UNIT 11 101 LEVESON STREET NORTH MELBOURNE VIC 3051

ADMINISTRATIVE NOTICES

NIL

eCT Control 16548H SUNCORP

Effective from 23/02/2018

OWNERS CORPORATIONS

The land in this folio is affected by OWNERS CORPORATION 1 PLAN NO. PS605297B

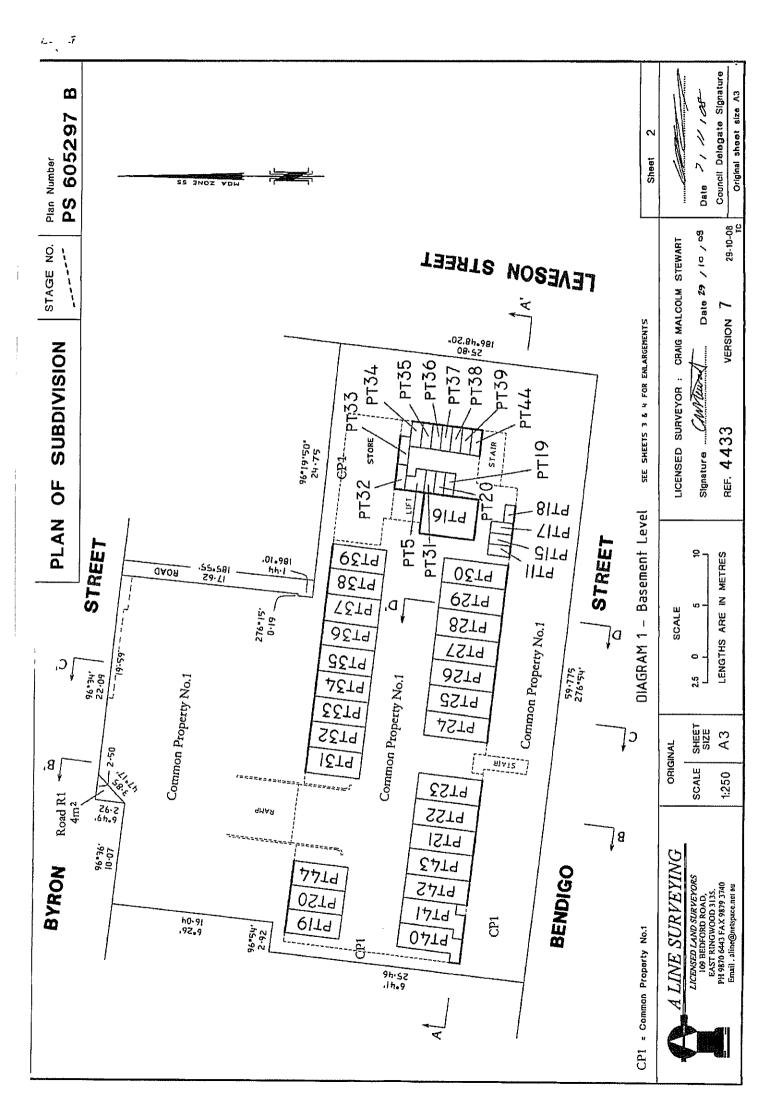
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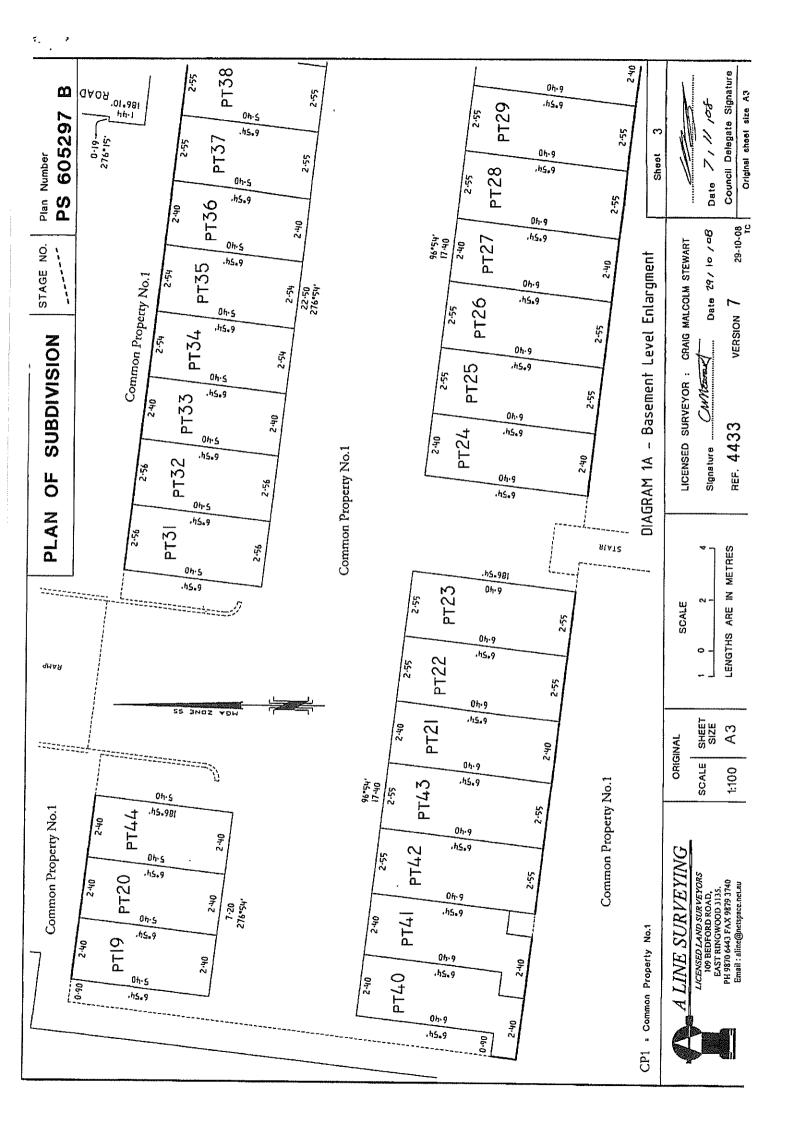
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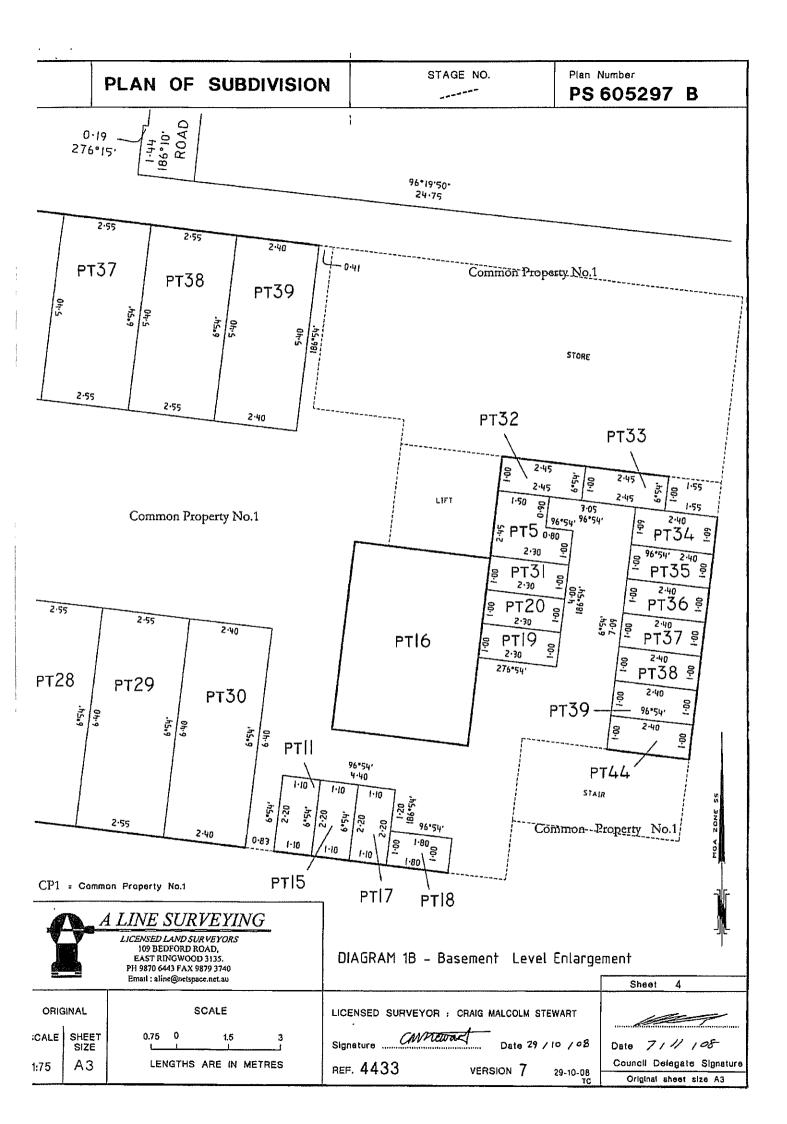
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Location of Land							Council Cert	lficate	en'o			
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.1 - 53 BYRON STREET, NORTH MELBOURNE, VIC. 3051. VIGA Co-ordinates E 319609 N 5814167 Council Delegate Council Seal Date / /					ai	Noteti	ons					
***************************************	Vesting	of Roads and/	or Reserv	8	Staging This is not a staged subdivision.							
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BOUND		WN BY THICK LI	NES ARE DEF	INED BY	LOT 16 COMPRISES 4 PARTS.							
BOUNDARIES DEFINED BY BUILDINGS: UPPER BOUNDARIES: UNDERSIDE OF PLASTERBOARD OR CONCRETE CEILING WHERE APPLICABLE. INTERIOR FACE: ALL OTHER BOUNDARIES ALL COLUMNS, INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, DUCTS AND SHAFTS HAVE NOT				THE PARTY WALL EASMENTS INDICATED ON CERTIFICATES OF TITLE VOL. 8251 FOL. 380, VOL. 8605 FOL. 258 AND VOL. 8342 FOL. 926 WILL MERGE UPON REGISTRATION OF THIS PLAN. THE DRAINAGE EASEMENT MARKED E-1 ON TP 909466 W IS TO BE REMOVED UPON REGISTRATION OF THIS PLAN. GROUNDS FOR REMOVAL: BY A DIRECTION IN PLANNING PERMIT No. TP-2008-629 ISSUED BY MELBOURNE CITY COUNCIL.								
BEEN SHOWN ON THE DIAGRAM CONTAINED HEREIN. CERTAIN ABUTTALS SHOWN HEREON ARE NOT APPURTENANT TO THE WHOLE OF THE LAND HEREIN.					Survey This plan is based on survey. This survey has been connected to permanent mark No(s) in Proclaimed Survey Area No.							
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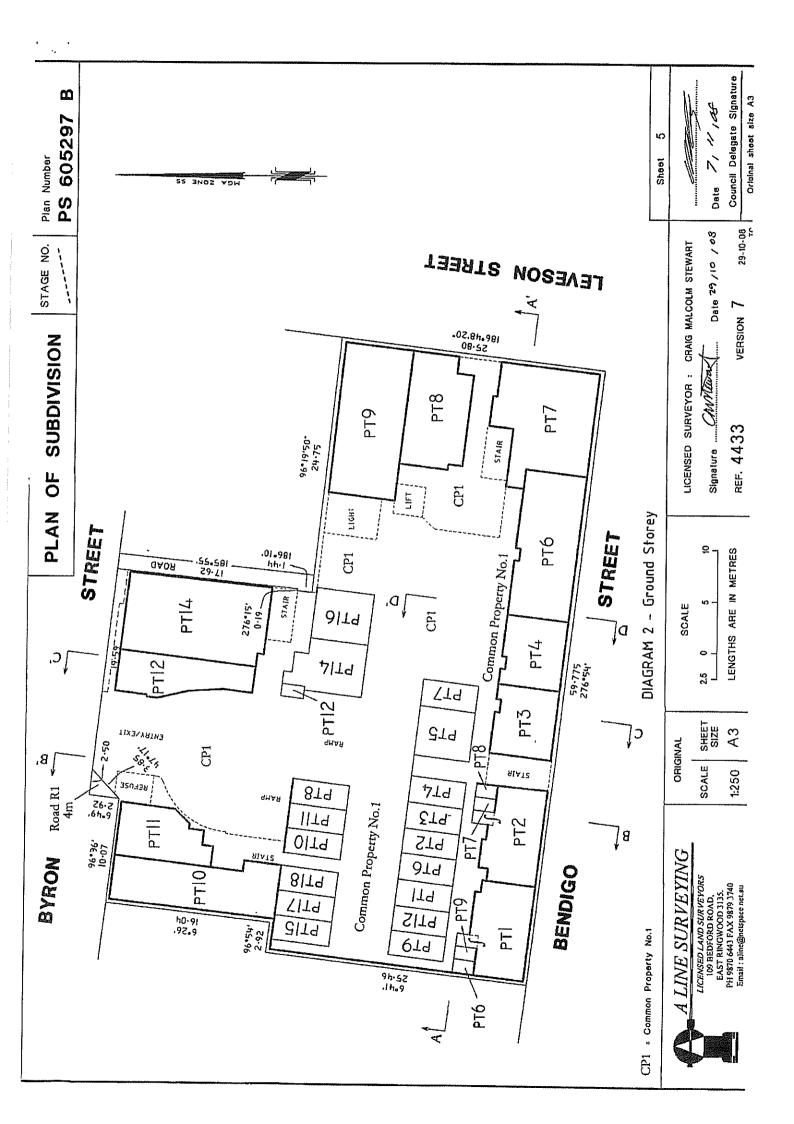
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Legend:	A - Appurtenent Easen	nent E - E	ncumbering Easement	R - Encumbering Essement (Road)	LR use only
EASEMEN APPLY 1	NTS AND RIGHTS IMPLIED B TO THE WHOLE OF THE LAI	Y SECTION 12 NO ON THIS P	(2) OF THE SUBDIVISION	ON ACT 1988	Statement of Compliance. Exemption Statement
sement iference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	Received 🗸
					Date 5/12/08
					LR use only
					PLAN REGISTERED
ŀ					TIME 5:08pm
					DATE 10/12/2008
					L. White Assistant Registrar of Titles
					Sheet 1 of 12
	A LINE SURVI	EYORS D,	LICENSED SURVEY	Maria	Date 7/11 108-
	PH 9870 6443 FAX 9879	3740	REF. 4433	VERSION 7 29-10-08	Council Delegate Signature
	Email : aline@netspace.n	ttau		VERSION / 25 15 55	Original sheet size A3

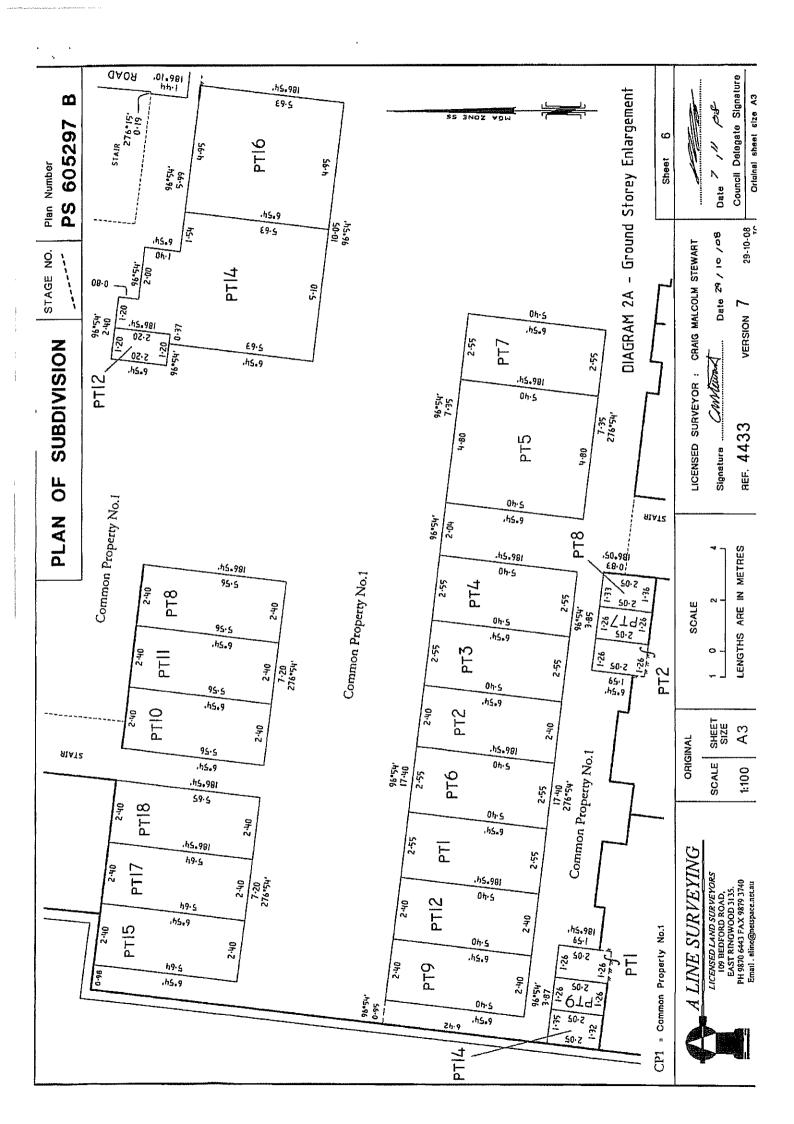
Original shoot size A3

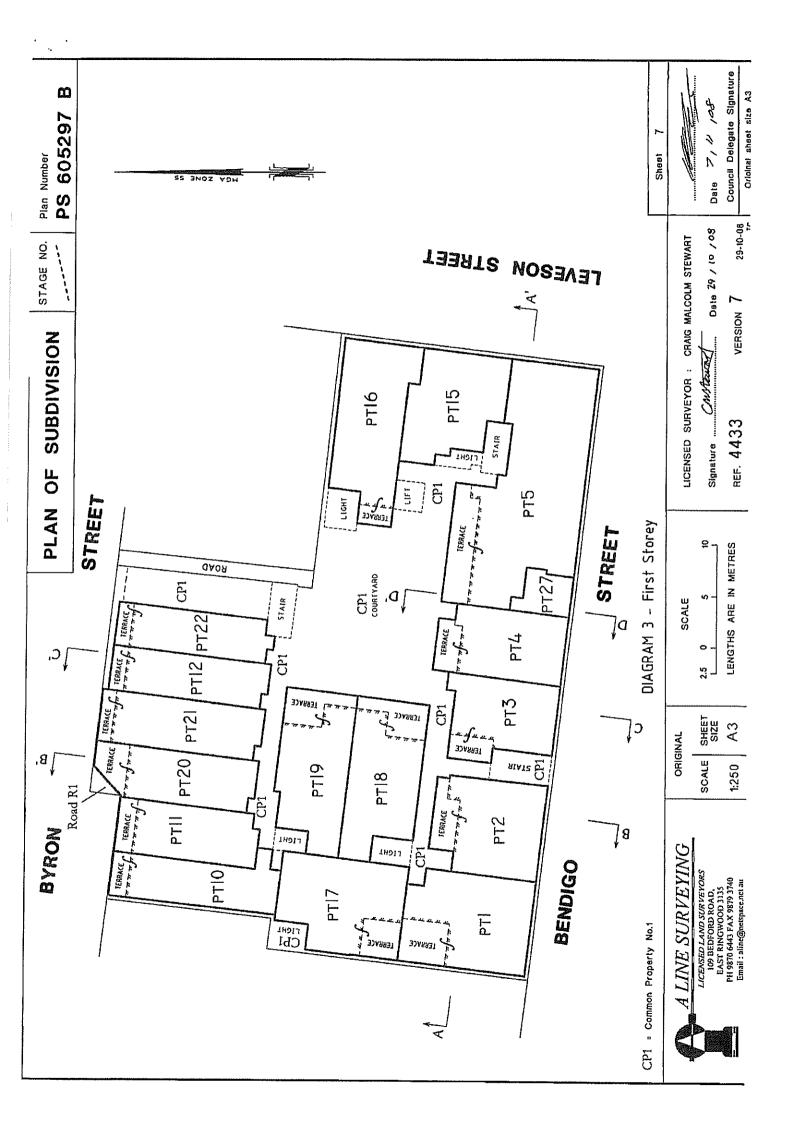


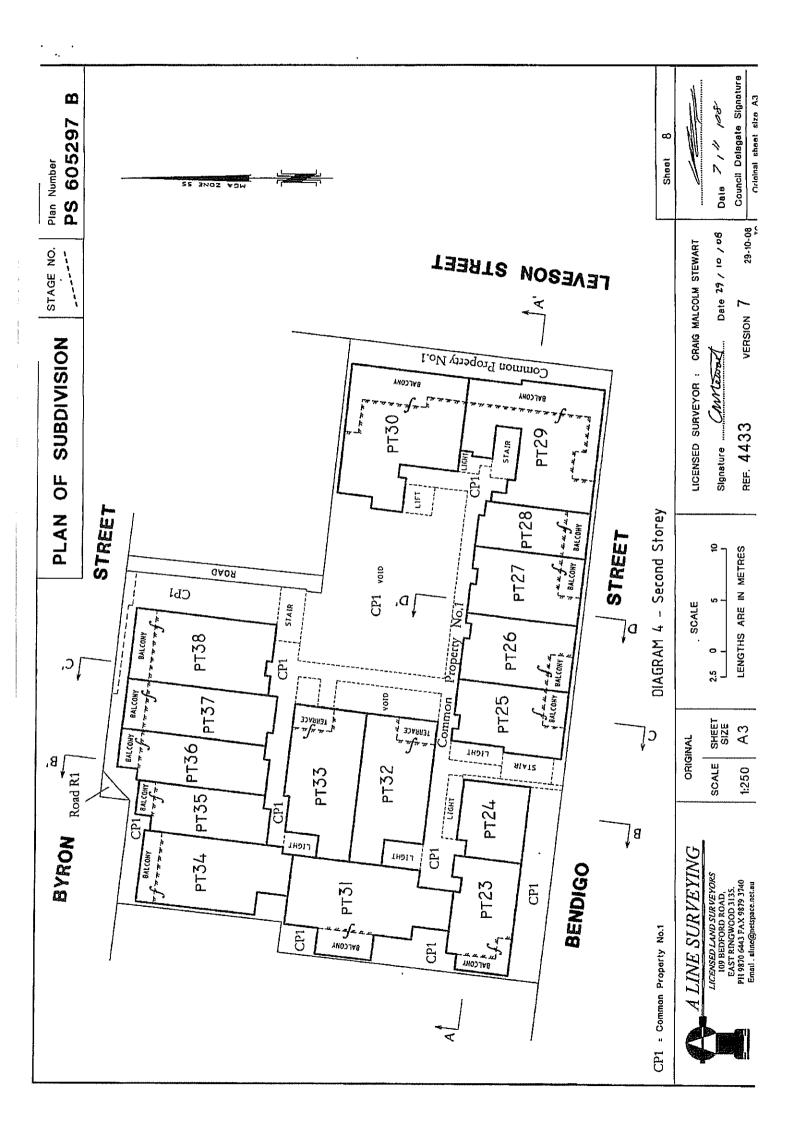


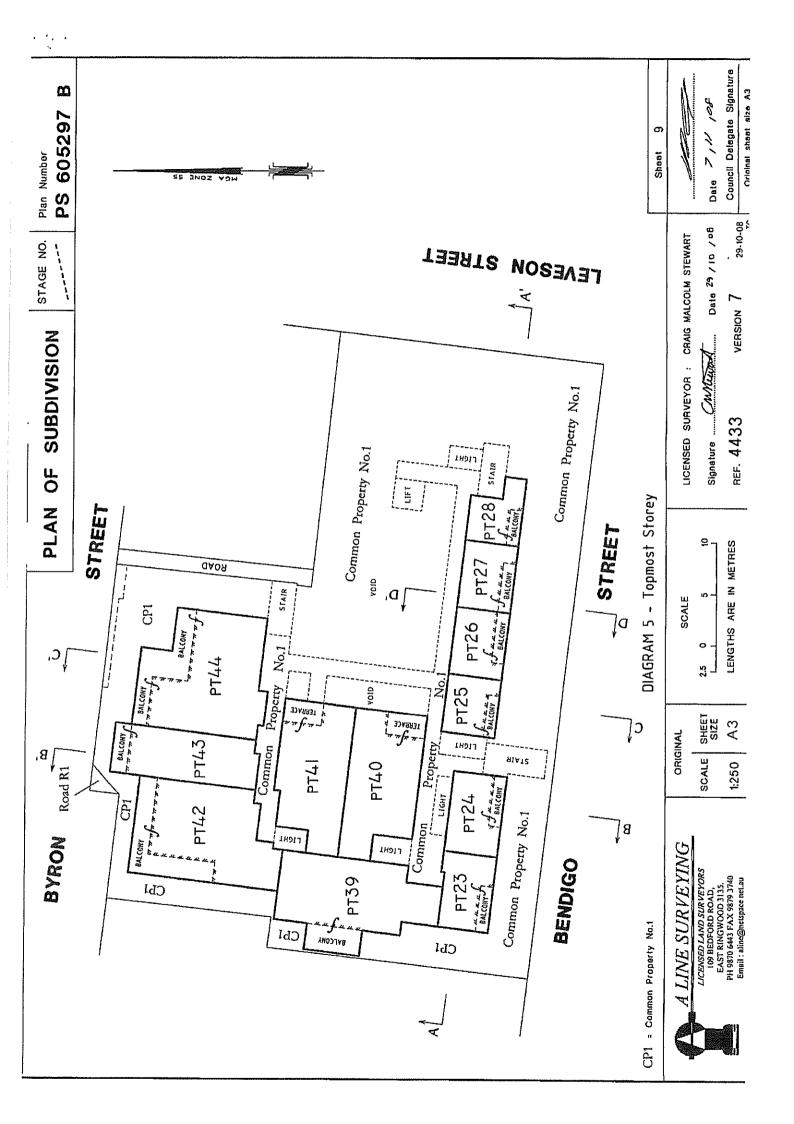


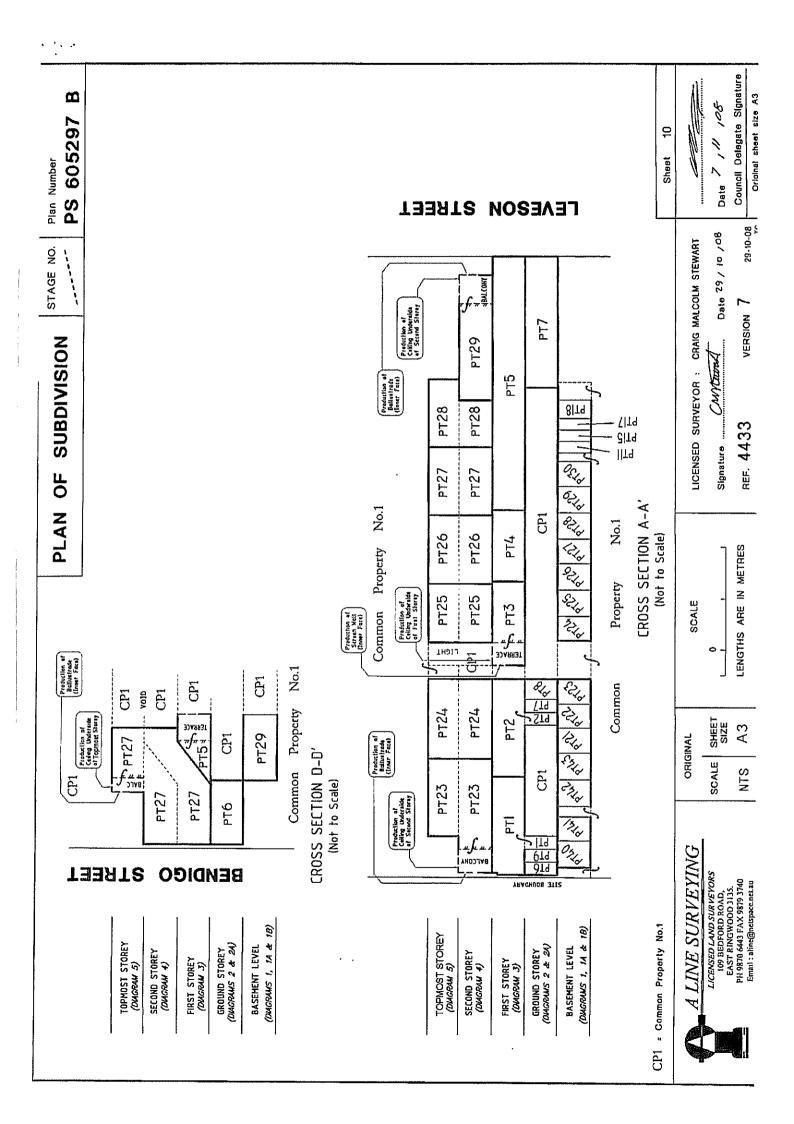












SUBDIVISION <u>Н</u>О PLAN

PS 605297

ß

Plan Number

STAGE NO.

вувои TBBRTS TERRACE PALCONY M. — Ju. M. Preduction of Calles Undersida of Tepesat Storey Production of Ctiling Underside of Second Storny PT43 PT36 PT20 CP1Predution of Saltushade (Incer Face) Prediction of Salbetrade (Inner Face) Production of Salkustrade (Inner Face) No.1 No.1 PT33 PT19 17Ld PT8 Property Preduction of Screen Vali (Iron: Face) Property CP1 G Production of Ballestrate (frant Fare) PT40 PT32 PT18 Preduction of Cables Underside of First Storey PT4 PT22 Common TERRACE. Commoh FT24 | PT7 | PT24 CP1 PT2 PT2 STREET **BENDICO**

TOPMOST STOREY (DUGRAM S)

SECOND STOREY (DAGRAM 4)

CROSS SECTION B-B' (Not to Scale)

BASEMENT LEVEL (DIAGRAMS 1, 14 & 18)

GROUND STOREY (DUCRAWS 2 & 24)

FIRST STOREY (DMGRAM 3)

CP1 = Common Property No.1

A LINE SURVEYI	LICENSED LAND SURVEYOR	109 BEDFORD ROAD,	EAST RINGWOOD 3135.	PH 9870 6443 FAX 9879 3740	Email . aline@netspace net.au
6					

A	A LINE SURVEYING	LICENSED LAND SURVEYORS	109 BEDFORD ROAD,	EAST RINGWOOD 3135.	PH 9870 6443 FAX 9879 3740
	A LIME	LICENSI	109	EAST	PH 987

SCALE	0	LENGTHS ARE IN METRES
INAL	SHEET	A3
ORIGINAL	SCALE	NTS

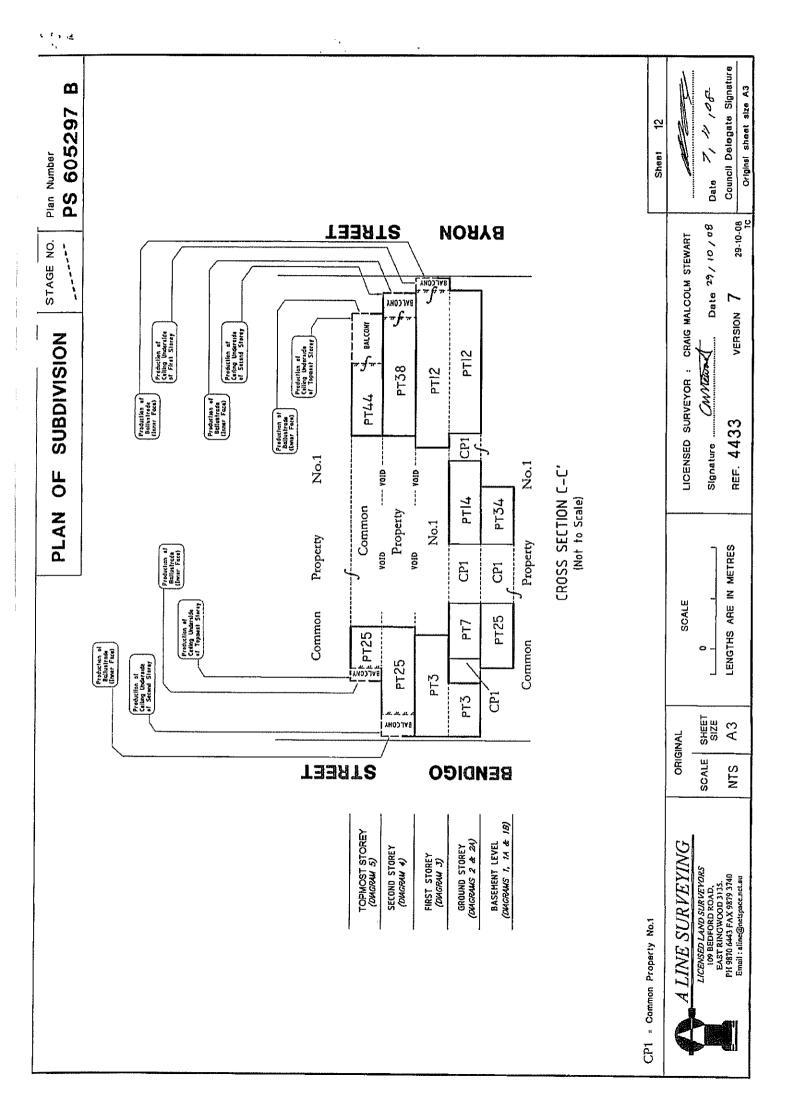
LICENSED SURVEYOR:	Signature CM/TEE	REF. 4433
SCALE	0	LENGTHS ARE IN METRES

Ö	29-10-08	7 NOI	VERSION	33	REF. 4433	
۵	Date 29 / 10 / 08	Date	Z	CMARK	Signature	
:	CRAIG MALCOLM STEWART	MALCOLA	_	LICENSED SURVEYOR :	LICENSED	

With the state of	Date 7, 11, 105	Council Delegate Signature	
MALCOLM STEWART	Date 29 / 10 / 08	7	07-01-67
LICENSED SURVEYOR; CRAIG MALCOLM STEWART	CMMTENST	NEBRION.	
LICENSED 8	Signature	DEE 4433)

Original sheet size A3

Sheet



MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER PS605297B

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

			,,,, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>			
AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
		OC SCHEDULE REMOVED			2	LJW
				:		
			,	1		v v



Lot 2

Lot 3

Lot 4

Lot 5

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced:	31	/03/2020	09:52:01	AM

OWNERS CORPORATION 1 PLAN NO. PS605297B

The land in PS605297B is affected by 1 Owners Corporation(s)					
Land Affected by Owners Corporation: Common Property 1, Lots 1 - 12, 14 - 44.					
Limitations on Owners Corporation: Unlimited					
Postal Address for Services of Notices: NETWORK PACIFIC BUILDING 5 303 BURWOOD HIGHWAY BURWOOD EAST	VIC 3151				
AL729972D 04/03/2015					
Owners Corporation Manager: NIL					
Rules: Model Rules apply unless a matter is provided for in Owners Corporation Rules. Se	ee Section 139(3) Owners	s Corporation Act 2006			
Owners Corporation Rules: 1. OC003100F 10/12/2008					
Additional Owners Corporation Information: OC003099L 10/12/2008					
Notations: NIL					
Entitlement and Liability: NOTE – Folio References are only provided in a Premium Report.					
Land Parcel	Entitlement	Liability			
Common Property 1	0	0			
Lot 1	158	158			



141

114

121

222

141

114

121

222



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 31/03/2020 09:52:01 AM

OWNERS CORPORATION 1 PLAN NO. PS605297B

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	84	84
Lot 7	93	93
Lot 8	64	64
Lot 9	95	95
Lot 10	146	146
Lot 11	113	113
Lot 12	111	111
Lot 14	106	106
Lot 15	88	88
Lot 16	110	110
Lot 17	105	105
Lot 18	101	101
Lot 19	99	99
Lot 20	76	76
Lot 21	79	79
Lot 22	64	64
Lot 23	104	104
Lot 24	87	87
Lot 25	96	96
Lot 26	104	104
Lot 27	104	104
Lot 28	74	74
Lot 29	128	128
Lot 30	129	129
Lot 31	111	111
Lot 32	91	91
Lot 33	91	91
Lot 34	93	93
_ot 35	59	59





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 31/03/2020 09:52:01 AM

OWNERS CORPORATION 1 PLAN NO. PS605297B

Entitlement and Liability:

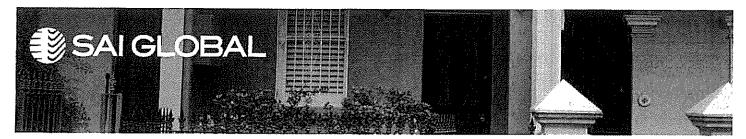
NOTE - Folio References are only provided in a Premium Report.

Land Parcel		Entitlement	Liability
Lot 36		67	67
Lot 37		70	70
Lot 38		95	95
Lot 39		111	111
Lot 40		91	91
Lot 41		91	91
Lot 42		123	123
Lot 43		67	67
Lot 44		130	130
	Total	4406.00	4406.00

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

Statement End.





Certificate No. 61655511

Date: 34/03/2020

Clienti Keogh & Co

Matter Ref: BW

Premium Planning & Heritage Certificate

PROPERTY DETAILS

Property Address: UNIT 11, 101 Leveson Street NORTH MELBOURNE VIC 3051

Title Particulars: Vol 11108 Fol 253

Vendor: BNAA INVESTMENTS PTY LTD

Purchaser: N/A

MUNICIPALITY

MELBOURNE

(個) PLANNING SCHEME

MELBOURNE PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE



(�) ZONE

MIXED USE ZONE



ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



(8) OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 32; DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 66:

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: HERITAGE OVERLAY (HO3)

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: PARKING OVERLAY - PRECINCT 12



SPECIFIC SITE PROVISIONS

HOSPITAL EMERGENCY MEDICAL SERVICES - HELICOPTER FLIGHT PATH PROTECTION AREAS INCORPORATED DOCUMENT. JUNE 2017' - SPECIFIC SITES AND EXCLUSIONS - SCHEDULE TO PLANNING SCHEME CLAUSE 51.01



Certificate No: 61655511 Client: Keogh & Co Matter Ref: BW

Date: \$1/03/2020



(≝) SPECIFIC AREA PROVISIONS

HERITAGE PLACES OUTSIDE THE CAPITAL CITY ZONE - PLANNING SCHEME CLAUSE 22.05;

GAMING PREMISES - PLANNING SCHEME CLAUSE 22.12:

URBAN DESIGN OUTSIDE THE CAPITAL CITY ZONE - PLANNING SCHEME CLAUSE 22.17;

ENERGY, WATER AND WASTE EFFICIENCY - PLANNING SCHEME CLAUSE 22.19;

POLICY FOR LICENSED PREMISES THAT REQUIRE A PLANNING PERMIT - PLANNING SCHEME CLAUSE 22.22:

STORMWATER MANAGEMENT (WATER SENSITIVE URBAN DESIGN) - PLANNING SCHEME CLAUSE 22.23;

SUNLIGHT TO PUBLIC SPACES - PLANNING SCHEME CLAUSE 22.02;

PUBLIC OPEN SPACE CONTRIBUTION AND SUBDIVISION - SCHEDULE TO PLANNING SCHEME CLAUSE 53.01:

STUDENT HOUSING POLICY - PLANNING SCHEME CLAUSE 22,24;

COMBUSTIBLE CLADDING RECTIFICATION EXEMPTIONS - PLANNING SCHEME CLAUSE 52.01:

ADVERTISING SIGNS - PLANNING SCHEME CLAUSE 22.07:

PUBLIC OPEN SPACE CONTRIBUTIONS - PLANNING SCHEME CLAUSE 22.26;



PROPOSED PLANNING SCHEME AMENDMENTS

MELBOURNE C278 PROPOSES TO INTRODUCE NEW PLANNING SCHEME CONTROLS INTO THE MELBOURNE PLANNING SCHEME TO PROTECT WINTER SUNLIGHT ACCESS TO PUBLIC PARKS BY AMENDING CLAUSE 21.17 (REFERENCE DOCUMENTS) AND CLAUSE 22.02 (SUNLIGHT TO PUBLIC SPACES POLICY);

MELBOURNE C307 PROPOSES TO UPDATE THE EXISTING LOCAL PLANNING POLICY FOR GAMING (CLAUSE 22.12) TO GUIDE DECISION-MAKING IN RELATION TO THE INSTALLATION AND USE OF ELECTRONIC GAMING MACHINES ACROSS ALL AREAS OF THE MUNICIPALITY:

MELBOURNE C258 PROPOSES TO IMPLEMENT THE RECOMMENDATIONS OF THE 'HERITAGE POLICIES REVIEW 2016' AND THE 'WEST MELBOURNE HERITAGE REVIEW 2016', TO REVISE THE TWO LOCAL HERITAGE POLICIES AND TO REPLACE THE EXISTING INCORPORATED DOCUMENT WITH THE 'HERITAGE PLACES INVENTORY 2017';



VICTORIAN HERITAGE REGISTER

NOT APPLICABLE



😭 REGISTER OF THE NATIONAL TRUST OF AUSTRALIA (VICTORIA)

NOT APPLICABLE



😭 NATIONAL HERITAGE LIST

NOT APPLICABLE



(🕯) COMMONWEALTH HERITAGE LIST

NOT APPLICABLE



ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58



Certificate No: 61655511 Client: Keogh & Co Matter Ref: BW Date: 31/03/2020

MELBOURNE PLANNING SCHEME RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

The Council of the City of Melbourne is the responsible authority for administering and enforcing the scheme for applications for subdivision or consolidation of land including buildings or airspace and other applications made under the Subdivision Act 1988 within the municipal district of the City of Melbourne, except matters specified in the schedule to Clause 72.01 and the following:

Developments with a gross floor area exceeding 25,000 square metres except on land shown as CCZ4 on the planning scheme maps; and

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

The Minister for Planning is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Act. and matters required by a permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority, in relation to the use and development of land for a:

Renewable energy facility with an installed capacity of 1 megawatt or greater.

Utility installation used to store, transmit or distribute electricity generated by a renewable energy facility with an installed capacity of 1 megawatt or greater.

Primary school or secondary school to which Clause 53.19 applies.

with the exception of the following:

in relation to permits for the use and development of land for a wind energy facility issued prior to 2 April 2015 under Division 1 of Part 4 of the Act, the Council is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Act, and for matters required by the permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority.

in relation to permits for the use and development of land for a wind energy facility issued prior to 2 April 2015 under Division 6 of Part 4 of the Act, the Council is the responsible authority for matters required by the permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority, subject to the operation of section 97H of the Act.

in relation to applications lodged, or permits issued, for the use and development of land for a renewable energy facility (other than a wind energy facility) under Division 1 of Part 4 of the Act prior to the approval date of Amendment VC161, the Council is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Act, and for matters required by the permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority.

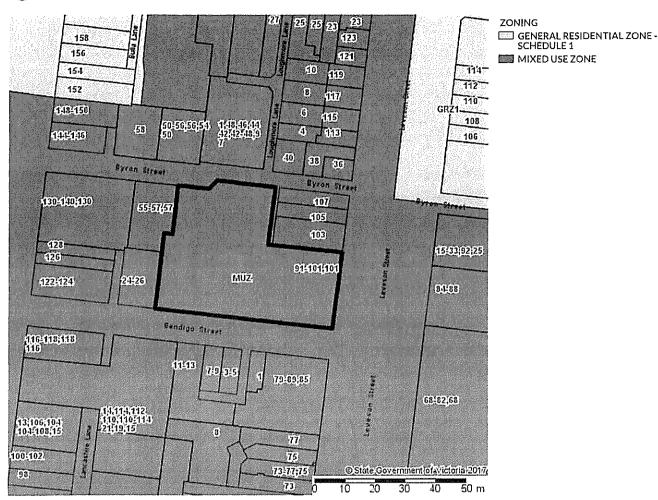
in relation to applications lodged, or permits issued, for the use and development of land for a utility installation used to store, transmit or distribute electricity generated by a renewable energy facility, under Division 1 of Part 4 of the Act prior to the approval date of Amendment VC161, the Council is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Act, and for matters required by the permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority.



Certificate No: 61655511 Client: Keogh & Co Matter Ref: BW

Date: 31/03/2020

PLANNING ZONE MAP



This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: The information source for each entry on this certificate has been checked and if shown as NOT APPLICABLE does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land. Heritage Register information included in this service provides information regarding buildings currently registered on the Heritage Registers listed. Information regarding a site's archaeological significance and listing on the Archaeological Sites Heritage Inventory may be obtained from Heritage Victoria.



From www.planning.vic.gov.au on 01 April 2020 05:44 AM

PROPERTY DETAILS

Lot and Plan Number: Lot 11 PS605297

Address: UNIT 11/101 LEVESON STREET NORTH MELBOURNE 3051

Standard Parcel Identifier (SPI): 11\P\$605297 Local Government Area (Council): MELBOURNE

www.melbourne.vic.gov.au

Council Property Number:

621379

Planning Scheme:

Melbourne

planning-schemes delwp vic.gov.au/schemes/melbourne

Directory Reference:

Melway 2A J9

UTILITIES

Southern Rural Water

Rural Water Corporation: Melbourne Water Retailer: City West Water

Melbourne Water:

inside drainage boundary

Power Distributor:

CITIPOWER

STATE ELECTORATES

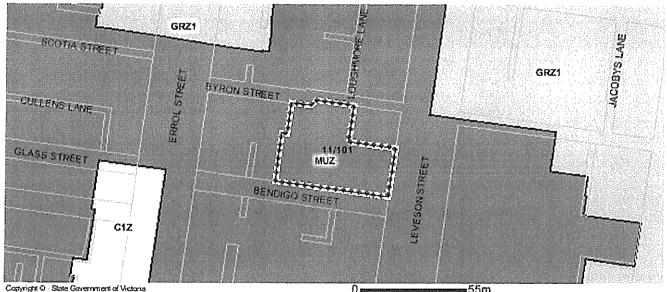
Legislative Council: NORTHERN METROPOLITAN

Legislative Assembly: MELBOURNE

Planning Zones

MIXED USE ZONE (MUZ)

SCHEDULE TO THE MIXED USE ZONE (MUZ)



55m

C1Z - Commercial 1

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

MUZ - Mixed Use

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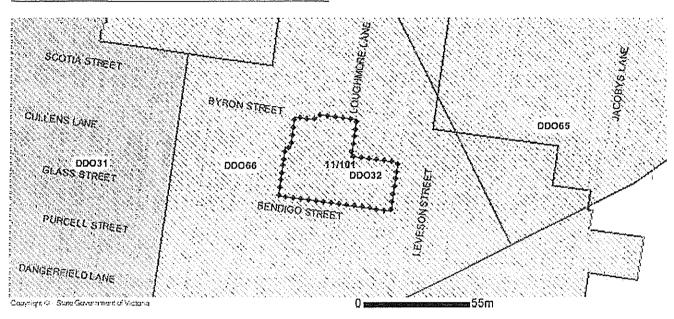


Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 32 (DDO32)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 66 (DDO66)

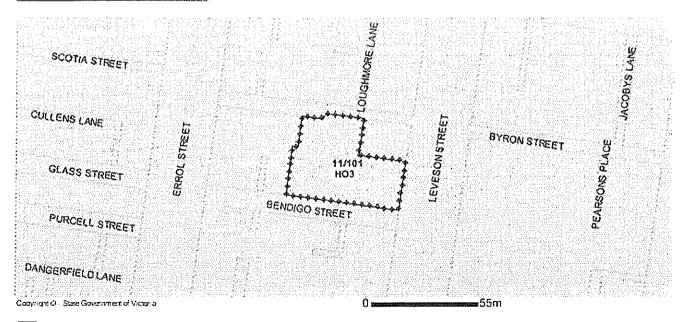


DDO - Design and Development

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

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY SCHEDULE (HO3)



HO - Heritage

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

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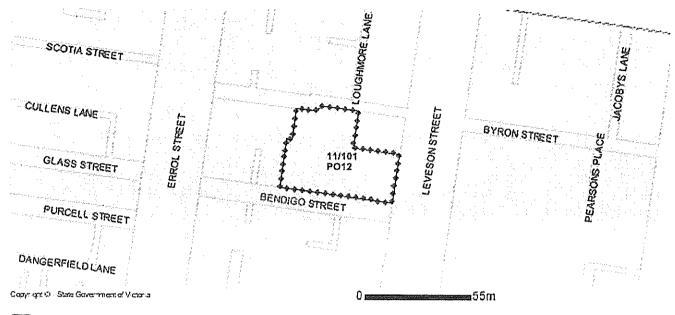
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Planning Overlays

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 12 SCHEDULE (PO12)



PO - Parking

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

Further Planning Information

Planning scheme data last updated on 26 March 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting https://www.planning.vic.gov.au

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987.* It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. 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 http://mapshare.maps.vic.gov.au/vicplan
For other information about planning in Victoria visit https://www.planning.vic.gov.au

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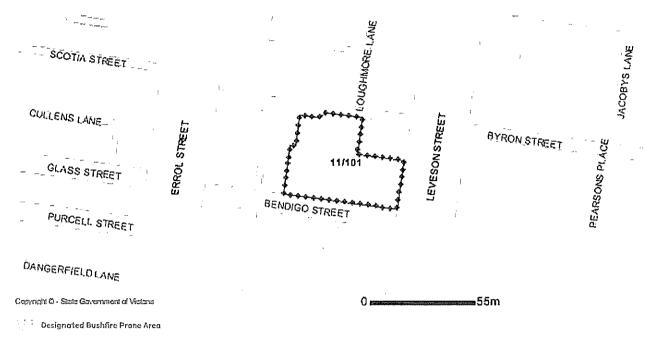
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Environment, Land, Water and Planning

Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at http://mapshare.maps.vic.gov.au/vicplan or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.leaislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au

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

CERTIFICATE NO: 164070

DATE OF ISSUE:

31-Mar-2020

YEAR ENDING:

30-Jun-2020

1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by-law of the council.

2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

Property situated at: Unit 11, 101 Leveson Street, NORTH MELBOURNE VIC 3051

Legal Description:

Lot 11 PS605297B CT-11108/253

Valuation Date:

01-Jul-2019

Assessment No:

91129 7

Net Annual Value:

34,500

Site Value: 240,000

Capital Improved Value:

690,000

Owner recorded by Council: BNAA Investments Pty Ltd

RATES AND CHARGES		Balance Owing	
Town Rate 1/07/2019 to 30/6/2020	\$	1,418.88	
Fire Services Levy 01/07/2019 to 30/06/2020	\$	148.95	
Town Rate Arrears	\$	0.00	
Interest on overdue amounts	\$	36.10	
Legal Costs	\$	0.00	
Total Payments	\$	0.00	
Payment in full due by 15th February 2020. TOTAL DUE	\$ 1,603.93		

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

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

How to Pay

By Mail	In person	Phone and Internet	B PAY BPAYVIEW
To GPO Box 2158 Melbourne Vic 3001	Melbourne Town Hall Business Hours Monday to Friday	Mastercard or Visa only	Biller code: 79616 Ref: 10911297
viciodanie vic 3001	Cash Payments not accepted. Card payment available.	Tel: Call 1300 130453 Internet: www.melbourne.vic.gov.au/rates	1071 2 71

Sai Global Property Division Pty Ltd DX332 MELBOURNE

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

\$

Applicants Reference 61655511:94922549:136179

Authorised Officer

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

For inquiries regarding this certificate:

To lodge Notice of Acquisition/Disposition

Phone: 9658 9759

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

Email: rates@melbourne.vic.gov.au

Land Tax Clearance Certificate

Land Tax Act 2005



KEOGH & CO VIA SAI GLOBAL PROPERTY LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

Your Reference:

61655511:94922550

Certificate No:

36785258

Issue Date:

31 MAR 2020

Enquiries:

ESYSPROD

Land Address:

UNIT 11, 101 LEVESON STREET NORTH MELBOURNE VIC 3051

Land id 36877770 Lot 11

Plan 605297 Volume 11108 Folio 253 Tax Payable

\$3,756.89

Vendor:

BNAA INVESTMENTS PTY LTD

Purchaser:

FOR INFORMATION PURPOSES

Current Land Tax

Year

Taxable Value Proportional Tax

Penalty/Interest

Total

MR BRENTON JAMES WILSON

2020

\$240,000

\$0.00

\$0.00

\$0.00

Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax

Year

Taxable Value Proportional Tax

Penalty/Interest

Total

Comments:

Arrears of Land Tax

Year

Proportional Tax Penalty/Interest

Total

BJ WILSON FAMILY TRUST

2019

\$1.820.19

\$111.15

\$1,931.34

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 IMP VALUE:

\$690,000

SITE VALUE:

\$240,000

AMOUNT PAYABLE:

\$3,756.89



Notes to Certificates Under Section 105 of the Land Tax Act 2005

Certificate No: 36785258

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

- 9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- 10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- 11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- 12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

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

Taxable Value = \$240,000

Calculated as \$0 plus (\$240,000 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY

Biller Code: 5249 Ref: 36785258

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 36785258

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

ENQUIRIES 131691

REFERENCE NO. 1251 6494 6118

DATE OF ISSUE - 3/04/2020

APPLICATION NO. 875678

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF. 61655511:94922551

SOURCE NO. 99905059310

PROPERTY:

11/101 LEVESON STREET NORTH MELBOURNE VIC 3051

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

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

Service Charge Type	Annual charge 1/07/2019 - 30/06/2020	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	102.08	Quarterly	31/03/2020	76.56	0.00
PARKS SERVICE CHARGES	79.02	Annually	30/06/2020	79.02	0.00
WATER NETWORK CHARGE RESIDENTIAL	231.44	Quarterly	31/03/2020	173.58	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	254.32	Quarterly	31/03/2020	190.74	0.00
TOTAL	666.86			519.90	0.00
	Service charges ov	wing to 30/06/2019			0.00
	Service charges ov	ving for this financial	year		0.00
	Adjustments				0.00
	Current a	mount outstanding			0.00
	Plus remai	inder service charges	to be billed		146.96
	BALANCE	including unbilled	service charges	·	146.96

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:

8789

Reference:

1251 6494 6118



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES 131691

ABN 70 066 902 467

REFERENCE NO. 1251 6494 6118

DATE OF ISSUE - 3/04/2020

APPLICATION NO. 875678

The Account is paid by the Automatic Account Payment Facility. To cancel this available facility, please advise City West Waters Direct Debit Section, Locked Bag 350, Sunshine, 3020 or by Fax to 9313-8522.

This statement does not include any volumetric charges from 1/07/2016. This property was recorded as having been occupied by a tenant from this date.

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

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

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



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

ENQUIRIES 131691

REFERENCE NO.

1251 6494 6118

DATE OF ISSUE - 3/04/2020

APPLICATION NO. 875678

Information given pursuant to section 158 of the Water Act 1989

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

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

AUTHORISED OFFICER:

NATHAN BENNETT GENERAL MANAGER CUSTOMER EXPERIENCE

CITY WEST WATER CORPORATION

Isothan Berry

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

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

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

Encumbrance Plan 5/101 LEVESON STREET NORTH MELBOURNE 3051 Application No. 875678 Water* Ç, olia St 14:5 es 1 Le? 2 m

0	Circular Manhole
	Inspection Shaft Sewer Main
-	Sewer Main
xx	
	Water Main
XX	Abandoned Water Main

Recycled Water Main
MW Channel
MW Shard oned Channel
MW Natural Waterway
MW Underground Drain
MW Abandoned Underground Drain

MW Sewer Main
MW Abandoned Sewer Main
MW Water Main
MW Abandoned Water Main
MW Manhole
MW Abandoned Manhole



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

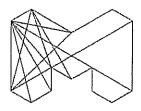
LEGEND

Property Information

Building Act 1993, Building Regulations 2018, Regulation 51.

1 April 2020

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



CITY OF MELBOURNE

GPO Box 1603

Melbourne VIC 3001

Phone (03) 9658 9658

www.melbourne.vic.gov.au

DX210487

ABN 55 370 219 287

Unit 11, 101 Leveson Street, NORTH MELBOURNE VIC 3051

Thank you for your building property application received 31 Mar 2020. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

File Number: BP-2007-2861/5

Description of Work: Demolition of an existing building. Fire services approval and

structural amendments.

Permits/Certificates Issued:

Building Permit - BS-18514/005955/6 Occupancy Permit - 18514/005955/6 16-May-2008 23-Feb-2010

File Number: BP-2015-1042

Description of Work: Replacing Smoke Detectors Located in Outside Hallways with

Thermal Detectors

Permits/Certificates Issued:

Building Permit - 42925,222199.0

29-May-2015

Outstanding Building Notices or Orders

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

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

Please contact us if you have any queries or require any further information.

Building Team - Planning and Building Branch

Telephone

(03) 9658 9658

Email

building@melbourne.vic.gov.au

Web

www.melbourne.vic.gov.au

Your Ref

61655511:94922552

Our Ref

136181

Notes:

- 1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 51 of the *Building Regulations* 2018.
- 2. **Swimming pool and spa safety barriers**Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.
- 3. Self contained smoke alarms

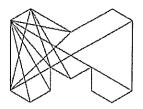
Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.

For further information please contact Council's Building Control team on 9658 9658.

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

Property Information

Building Act 1993, Building Regulations 2018, Regulation 51,



CITY OF MELBOURNE

1 April 2020

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

Melbourne VIC 3001 Hotline (03) 9658 9658

Facsimile (03) 9654 4854

DX210487

GPO Box 1603

ABN 55 370 219 287

Dear Sir/Madam

Unit 11, 101 Leveson Street, NORTH MELBOURNE VIC 3051

Thank you for your building property application received 31 Mar 2020, I wish to advise that the above mentioned property is in an area which:

- Regulation 155, there are currently no designated bushfire prone areas within the City of Melbourne
- Is not an area determined under Regulation 152 to be likely to be subject to significant snow falls
- Is not designated under Regulation 150 as an area in which buildings are likely to be subject to infestation by termites
- According to the information available in this office, the above property is not in an area liable to flooding, as determined under Regulation 153
- According to the information available in this office, the above property is not in an area liable to flooding, as determined under Regulation 154 of the Building Regulations 2018

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

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

Building Team - Planning and Building Branch

Telephone

(03) 9658 9658

Email

building@melbourne.vic.gov.au

Web

www.melbourne.vic.gov.au

Your Ref

61655511:94922553

Our Ref

136180

Notes:

- 1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 51 of the *Building Regulations* 2018.
- 2. Swimming pool and spa safety barriers

Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.

For further information please contact Council's Building Control team on (03) 9658 9658.

3. Self contained smoke alarms

Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.

For further information please contact Council's Building Control team on (03) 9658 9658

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

EPA Priority Sites Register Extract



Client:

Keogh & Co

Level 4 / trak Centre 443 Toorak Raod

Melbourne 3142

Client Ref: BW

Certificate No: 61655511:94922554

Property Inquiry Details:

Street Address: UNIT 11, 101 LEVESON Street

Suburb: NORTH MELBOURNE

Map Reference: Melways Edition 39, Map No:43, Grid Letter: E, Grid Number: 5

Date of Search: 31/03/2020

Priority Sites Register Report:

A search of the Priority Sites Register for the above map reference, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the date last notified by the EPA.

Important Information about the Priority Sites Register:

You should be aware that the Priority Sites Register lists only those sites for which:

· EPA has requirements for active management of land and groundwater contamination; or

 where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites

The Priority Sites Register does not list all sites that are known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA information bulletin: Priority Sites Register (EPA Publication 735, December 2000). For a copy of this publication, copies of relevant Notices, of for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

EPA Information Centre

200 Victoria Street, Carlton 3053

Tel: 1300 372 842 Email:foi@epa.vic.gov.au

The information contained in this Extract of the Priority Sites Register may not be used for resale or for the preparation of mailing lists or for direct marketing. Any contravention of this notice will result in immediate revocation of access (including future access) to information contained on the Priority Sites Register.

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The information contained in this document has been sourced from the Environment Protection Authority who provides the Priority Sites Register information based only on the map reference entered when ordering this extract. Please ensure that you have used the correct edition of the directory and have entered the map reference correctly. SAI Global Property Division Pty Ltd does not warrant the accuracy or completeness of information provided by the EPA and therefore expressly disclaim liability arising from the use of this information.



Certificate No: 61655511

Date: 31/03/2020

MatterRef: BW

Client: Keogh & Co

Roads Certificate

(f) PROPERTY DETAILS

Property Address: UNIT 11, 101 Leveson Street NORTH MELBOURNE VIC 3051

Title Particulars: Vol 11108 Fol 253

Vendor: BNAA INVESTMENTS PTY LTD

Purchaser: N/A

MUNICIPALITY

MELBOURNE



ADVICE OF APPROVED VICROADS PROPOSALS

VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

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



Residential Tenancy Agreement Residential Tenancies Act 1997

Conditions of Agreement

This AGREEMENT is made on the date specified in item 1 in the Schedule hereto BETWEEN the LANDLORD whose name and address in item 2 of the schedule whose agent is specified in item 3 in the Schedule and the TENANT whose name and address is specified in item 4 in the Schedule.

PREMISES AND RENT

The LANDLORD lets to the TENANT the PREMISES specified in item 5 in the schedule together with those items indicated in the Schedule, for which the RENTAL shall be the amount specified in item 6 in the Schedule of which the first instalment is payable on the date specified in item 7 of the schedule and payable by the TENANT to the party specified in item 8 in the Schedule.

BOND

The TENANTS shall pay a BOND of the amount specified in item 9 of the Schedule to the LANDLORD/AGENT on or before the signing of this AGREEMENT.

In accordance with the Residential Tenancies Act 1997 the LANDLORD/AGENT must lodge the BOND with the Residential Tenancies Authority within 5 business days of receiving the BOND.

FIXED TERM TENANCY

The term of this Agreement shall be as specified in item 11 of the Schedule COMMENCING on the date specified in item 12 in the Schedule and ENDING on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

OR

PERIODIC TENANCY

This Agreement shall commence on the date specified in item 14 in the schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

CONDITIONS OF THE PREMISES

The LANDLORD shall make sure that the premises are maintained in good repair.

3. DAMAGE TO THE PREMISES

- (a) The TENANT shall make sure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

4. CLEANLINESS OF THE PREMISES

- (a) The LANDLORD shall make sure that the premises are in reasonably clean condition on the day on which it is agreed that the TENANT shall enter into occupation of the premises.
- (b) The TENANT shall keep the premises in a reasonably clean condition during the period of the Agreement.

5. USE OF PREMISES

- (a) The TENANT shall not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.
- (c) This property does not comply with the Australian Building Codes legal requirements for a Class 1b (Rooming House) property. Therefore this property is not to be used for any purpose other than a Class 1a residential premise.

6. QUIET ENJOYMENT

The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.

D. J.3.

7. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT shall not assign or sub-let the whole or any part of the premises without written consent of the LANDLORD. The LANDLORD'S consent shall not be unreasonably withheld.
- (b) The LANDLORD shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of an assignment in writing of the Agreement.
- (c) The TENANT acknowledges that the persons named on this Tenancy Agreement are those who will only occupy the premises during the term of the Agreement and that any change of occupant(s) must be immediately notified to the AGENT in writing in accordance with Condition 7(a) and a Bond Transfer form completed in accordance with the Residential Tenancies Act 1997. An administration fee of \$110.00 inclusive of GST shall be charged by the AGENT to the TENANT per transfer of TENANT.

8. RESIDENTIAL TENANCIES ACT 1997

Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party.

(Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties).

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this Section.

- **9.** The TENANT shall pay all charges in respect to the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises are separately metered for these services.
- The TENANT shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the TENANT shall pay the LANDLORD all increased premiums and all other expenses incurred as a consequence of any breach of this term.
- 11. The TENANT agrees to pay the LANDLORD any excess amount charges or any additional premium charges by LANDLORDS Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the TENANT, or by anyone on the premises with the consent of the TENANT.
- 12. The TENANT shall indemnify the LANDLORD or any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the TENANT or anyone on the premises with the consent of the TENANT. Without limiting the generality of the foregoing, the TENANT shall indemnify the LANDLORD for the cost of repairs to plumbing blockages caused by the negligence or misuse of the TENANT.
- 13. The TENANT shall notify the LANDLORD or AGENT immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.
- 14. The TENANT shall indemnify the LANDLORD against all liability in respect to injury or damage to any third person or third party property arising from any conduct, act or omission by the TENANTS servants, AGENTS and/or invitees.
- 15. The TENANT shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the LANDLORD or AGENT.
- **16**. The TENANT acknowledges that it is the TENANTS responsibility upon the termination of the Agreement to deliver the keys to the premises to the AGENTS office and to continue paying rent until such time as the keys are delivered.
- 17. The TENANT shall not use the premises for any other purpose other than for residential purposes without the written consent of the LANDLORD.
- 18. The TENANT shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
- 19. The TENANT shall not keep any animal, bird or pet on the premises without the written consent of the LANDLORD. (NOTE written consent of the Body Corporate Committee will be necessary in an own your own unit).

D. J. 3. 3

- 20. The TENANT shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT for collection by the Local Council or Health Department and returned to its allotted place.
- 21. The TENANT shall not hang any clothes outside the premises other then where a provision for the hanging of clothes has been provided.
- 22. The TENANT shall not keep or use in the premises any portable kerosene heaters, oil burning heaters of a similar kind.
- 23. The TENANT shall comply with any Act, Regulation, rule or direction of any government, semi government or statutory body.
- 24. The TENANT shall allow the LANDLORD or his AGENT to put on the premises a notice 'to let; during the last month of the term of this Agreement. The TENANT shall also allow the LANDLORD or his AGENT to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of the Agreement and permit access to the premises by the LANDLORD or his AGENT to present the property to prospective purchasers or TENANTS upon 24 hours' notice or by Agreement with the TENANT and the LANDLORD or the LANDLORD'S AGENT.
- 25. The TENANT acknowledges that no promises, representations, warranties or undertakings have been given by the LANDLORD or AGENT in relation to the suitability of the premises for the TENANTS purpose or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
- 26. No consent or waiver of any breach by the TENANT of the TENANTS obligations under the Residential Tenancy Act 1997 shall prevent the LANDLORD from subsequently enforcing any provisions of the Agreement.
- 27. The TENANT agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and common property provided that the TENANT shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the LANDLORD. The standard rules of the Subdivision (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate.
- 28. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the LANDLORD may, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at lease 60 days notice of the increase.
- 29. This Agreement may be amended only by an Agreement in writing signed by the LANDLORD and the TENANT.
- 30. The TENANT shall at the TENANTS expense replace all lighting tubes and globes to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
- 31. The TENANT agrees to fully and regularly maintain and water the garden areas, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.
- 32. If the TENANT wishes to vacate the premises at the expiration of this Agreement the TENANT shall give the LANDLORD or AGENT written notice of the TENANTS intention to vacate 28 days prior to the expiration of the Agreement. If the TENANT remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the TENANT must give written notice of the TENANTS intention to vacate the premises specifying a termination date is not earlier than 28 days after the day on which the TENANT gives notice.
- 33. The TENANT acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the TENANT shall not refuse to pay rent on the ground that the TENANT intends to regard as rent paid by the TENANT, the BOND or any part of the BOND paid in respect of the PREMISES. The TENANT acknowledges that failure to abide by this section of the Act renders the TENANT liable to a penalty of \$1,000.00.
- 34. The TENANT agrees not to carry out mechanical repairs or spray painting of any motorcycles in or around the property including common property. The TENANT also agrees to be fully responsible for the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the PREMISES or the land or common property on which it is situated to their original condition forthwith.

(_W.)

- 35. The TENANT must:
 - (a) Check each smoke detector in the PREMISES weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the TENANT and security of the PREMISES.
 - (b) Replace the battery in each smoke detector on or about 1 January each year (or earlier if this becomes necessary).
 - (c) Immediately notify the LANDLORD/AGENT of any faulty smoke detector (and confirm this advice to the LANDLORD/AGENT in writing the same day).
- 36. The TENANT acknowledges that the TENANT shall insure their possessions. The TENANT also acknowledges that the LANDLORD insurance policy will not provide cover for such possessions.
- 37. The TENANT acknowledges that no lock at the rented premises may be changed without the consent of Landlord/Agent. If changed, the tenant agrees to supply the Landlord/Agent with a duplicate set of keys to the new lock at the Tenant's expense, except in the event the original lock was found to be defective.
- 38. When breaking a Fixed Term Lease Agreement, the Tenant Is liable for
 - (a) Paying the rent until the expiration of the lease or
 - (b) Up to and including the day prior to a new tenant taking occupancy, whichever occurs first.

In the case of (b) the tenant will also be responsible for a pro rata of the reletting & advertising expenses normally incurred by the Landlord.

- **39.** (a) I/We as the Tenants of the said property described in this here Agreement, agree to make all rental payments throughout my/our tenancy same by way of rent card, bank cheque or money order only, unless alternative arrangements have been approved by the Landlord/Agent.
 - (b) I/We understand and accept that if a cheque received is dishonoured a fee of \$25.00 will be charged and all future rental payments must be made via direct debit.
- 40. The Tenant agrees to have the carpets professionally cleaned upon vacating the premises.
- 41. I/We as the Tenants hereby acknowledge that if the situation arises throughout my/our Tenancy at the property that a plumber/trades person is required to respond to a call from myself/ourselves due to having no hot water, that is the plumber/trade persons finding are that the problem was only that the pilot to the hot water service had just blown out, that I/we agree to accept full responsibility of all cost incurred for the service call provided (i.e. Standard call out \$130.00).
- **42.** The Tenant agrees to pay all future rental payments by National Australia Bank Rent Card at any Australia Post Office. You may also pay by B Pay, which you can arrange through your bank. If this card is lost, stolen, misplaced or not returned at the end of the tenancy a \$20.00 replacement fee will incur.
- 43. The Tenant/s is responsible for the connection and costs involved for any additional telephone lines or points.
- 44. No Smoking Clause. The TENANT and any guest or occupant is prohibited from smoking inside the premises. Smoking is defined as igniting, inhaling, exhaling or carrying any lighted legal or illegal smoking product.
- 45. Should the premises contain open fireplace(s), the tenant(s) acknowledge and agree that they are purely for ornamental purposes and not to be used under any circumstances unless permission is otherwise agreed to in writing by the landlord &/or agent.
- 46. In accordance with Section 72 of the Residential Tenancies Act, the tenant is authorised to undertake urgent repairs for up to \$1800.00 in the event of an after-hours emergency &/or where the agent/landlord cannot be contacted. Urgent repairs are listed in page 20 of the 'Renting a home A guide for tenants' booklet published by Consumer Affairs Victoria.

The tenant hereby acknowledges and accepts all the above conditions and clauses herein as forming part of this Tenancy Agreement.

SIGNED:	Loferd			
DATED:	24 - JUN- 2016			
WITNESS:		DMITRE	TCHIKINE	

01

Item 1	Date of Agr	eement:	24/06/2016		
Item 2	Landlord:	Name: Address:	BNAA Investments F C/- 519 Macaulay	ty Ltd Road, Kensington	
Item 3	Agent:	Registered B Address: Telephone: Facsimile:	usiness Name:	Rendina Real Estate Pty Ltd (A 519 Macaulay Road, Kensingto 9381 6500 9381 6555	
Item 4	Tenant (1)	Name:	Damien Maglicic 56 Spoonbill Avenue	, Woronora Heights NSW 2233	
	Tenant (2)	Name:	Jeremy Sheppard 64 Kirby St, Rydalme		
Item 5	Premises:		11/91-101 Leveso	on Street, NORTH MELBOURNE \	/IC 3051
Item 6	Rental:		\$2390.00 per cale Payable on or prior t	ndar month o the 2nd day of every month in ad v	rance
Item 7	Commencin	g on:	02/07/16		
Item 8	Rental Payn	nents to:	Rendina Real Esta (Using NAB rent card provi	te 519 Macaulay Road, Kensing ided) <u>www.bpay.com.au</u>	ton Vic 3031
Item 9	Bond;		\$2390.00 (to be lodge	ed with the RTBA)	
Name:	e is more tha SMY 5(4 <i>6)</i> (7)		Amount: \$	each contribute are listed here: Name: Name: phaisa Magaleic	Amount: \$ 1,195.50
Item 10	Urgent Repa	airs:	As per Section 72 \$1	,800.00(refer Clause 46 of this lease	agreement)
*FIXED TER Item 11 Item 12 Item 13	M AGREEMEI Term: Commencen Termination	nent Date:	Twelve (12) mont 02/07/16 01/07/17	ins	
	the Landlord				<i>l</i> _
In the presen	ce of: the Tenant(s		- 12/1-1	a Ma	(Witness)
STONED DY	the renant(S)	77.1		
In the presen	ce of: DN (TRI TC	KIKINE		(Witness)
NOTE:	- Use of this G ua	rant ee is subjec	t-to-the-provisions-of-Sec	tions 37-and 38 of the Residential Tenal	ncies Act 1997.
GUARANTEE:	To the within n	amed Landlord			
Agreement. Ye	u-may-without-a shall-be-a-contin	iffecting my/our	Hability-under this Agree	-tenant-of-all-the-terms-and-condition-ar ement-grant-time-or-other-concession-to	nd-covenants-contained in-the-above -or-compromise-with-the-Tenant-and
By the Guarant	9f 7				
In-the-presence	-of:				
The Tenant Condition R Tenancies A	eport and a	copy of thi	s Tenancy Agreem	py of a Statement of Rights ar ent in accordance with the p	nd Duties, two copies of the rovisions of the Residential
Signed by Ter	ants:	<u> </u>	gref-1		

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RESIDENTIAL TENANCIES BOND AUTHORITY

Residential Tenancies Act 1997

Bond Lodgment

Office use only	
FORM NUMBER	WEBL0000745407

OSE BLACK OR BLUE PEN ONLY,	FORMS WITH ERASURES OR ALT	<u> TERATIONS WILL NO</u>	T BE PROCESSED.		
Bond and tenancy details			dikajo E		
Rented property address (including	ig flat, unit, apartment, room or ca	ravan site number)			
11/101 LEVESON STREET,					
Date bond received(dd/mm/yyyy) 02/07/2016	Bond amount paid by tenants	Date tenancy star	ts(dd/mm/yyyy)		rancy(months)
——————————————————————————————————————	\$ 2,390.00	02/07/2016		12	
Weekly rental amount	Type of tenancy	Type of premises		Nu	mber of bedrooms
\$ 550.00	FIXED TERM	UNIT/FLAT			
Names and details of the ter	nants who have contributed	I to the bond			
DAMIEN MAGLICIC					
Date of birth (dd/mm/yyyy)	Mobile				
13/10/1984	0405453539	Tenant signature	x	lan/h	~·
Email	1 		70.70		
damienm Der	npowerwealth.com	3.4.1	Da (da	te signed (/mm/yyyy) 2	4/06/16
			i (UC	munnyyyy) [-, - ,
JEREMY SHEPPARD				· · · · · · · · · · · · · · · · · · ·	
Date of birth (dd/mm/yyyy)	Mobile				
18/06/1967	0412126124	Tenant signature	X St	BAJ-L	
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Date of birth (dd/mm/yyyy)	Mobile				
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Date of birth (dd/mm/yyyy)	Mobile				
		Tenant signature	X		
Email					
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Details of agent who has rec	ceived the bond	Programme and the second	(571) Serverinea.		5014,7405,85575.00
RENDINA REAL ESTATE PTY			(10) A Companies and San Especial		
NEGOTIAN NEME ESTATE PLY	LID	Agent signature	X		
		4			
Agent RTBA number 11891		r	Date signed (dd/mm/y	ww1	1 1
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Mall this form with the bond payment to:
RTBA Locked Bag 007 Wendource Vic 3355
Information on Lodgment of bonds is provided on the last page
VRTBA



Page 1 of 1





RESIDENTIAL TENANCIES BOND AUTHORITY INFORMATION ABOUT LODGMENT OF BONDS

At the start of the tenancy:

- The agent or landlord will advise the tenant on how the bond is to be paid to them.
- Complete and sign the Bond Lodgment form. The agent or landlord must provide the tenant a copy of the lodgment form as an interim receipt for the bond money paid.
- The agent or landlord must lodge all rental bonds with the Residential Tenancies Bond Authority RTBA within 10 business days of receipt. Failure to do so is an offence and may result in a financial penalty.
- When the bond is registered, the tenant and agent or landlord will receive a Bond Receipt from the RTBA within 14 days. The tenant's bond receipt is sent by email or posted to the rented property address as shown on the Bond Lodgment form.
- Check the copy of the Bond Lodgment form against the details on the Bond Receipt. If any details differ, for example the spelling of a name, advise the RTBA by looking up the bond on RTBA Online and using the Amend Bond Details function.

If the receipt is not received within 14 days, telephone the RTBA with the lodgment form number to check whether the lodgment has been received.

The Bond Receipt should be kept safely as it will be needed when:

- · Enquiring about the bond.
- · The tenancy is ending.
- There is a change in the tenants who contributed to the bond.

How do I reclaim my bond?

You can generate a Bond Claim form at rentalbonds.vic.gov.au .

Where claims are made by Agreement between the parties:

- All the registered parties must complete and sign the Bond Claim form; and
- Copies of the completed and signed form must be provided to the tenants and the agent/landlord.
- The completed Bond Claim form is to be mailed to the RTBA.

Where there is no Agreement:

- An Order from the Victorian Civil and Administrative Tribunal (VCAT) or a court is required directing the RTBA on how the bond is to be repaid. (Orders for possession of the property are not sufficient to release the bond);
- The Bond Claim form must be signed by:
 - the person submitting the claim; and
 - any person requesting payment by direct credit to a bank account.
- Copies of the form are to be provided to anyone signing the form.
- A copy of the entire Order must be attached to the Bond Claim form.

There is a change in tenants

If any of the tenants listed on the Bond Lodgment Receipt change then a Tenant Transfer form must be completed and signed by all the tenants (outgoing, incoming and continuing) and the agent/landlord, and sent to the RTBA. The RTBA will then issue a revised receipt to the new tenants and the agent/landlord. Adjustment of contributions to the bond between outgoing and incoming tenants is a private matter between the tenants and does not involve the RTBA.

The RTBA can only repay bond money to registered tenants. There is a substantial fine for not advising the RTBA about a change of registered tenants within 5 days of the change.

Increase to existing bond

Section 406 of the Residential Tenancies Act 1997 (the Act) requires a landlord to lodge bonds with the RTBA within 10 business days of receipt of the bond money. This 10 day time limit applies to:

- the initial bond payment regardless of whether the bond was paid in full or part;
- any instalment of the bond;
- any increase in the bond at a later date.

Bond values should not exceed the maximum value allowed by the Act. Taking a bond in excess of these limits may result in a financial penalty. (See note below)

Privacy

The Residential Tenancies Bond Authority of Victoria is bound by laws that protect your privacy concerning the collection, use and disclosure of personal information. Where required or allowed by law, we may disclose the information to other State and Commonwealth governments or agencies. Where you do not provide the information we request, we may refuse or be unable to process this form. You can request access to your personal information by contacting us.

RTBA Contact Details

Website: rentalbonds.vic.gov.au

This website includes:

- Information on the RTBA, including answers to frequently asked questions.
- Bond summary including status.
- · Generation of lodgments, claims and transfers.
- · A search to find a missing bond.

Email: riba@justice.vic.gov.au (Enquiries only. Completed forms must be mailed to the address shown below).

Mail:

RTBA Locked Bag 007 WENDOUREE VIC 3355

Telephone:

1300 137 164 9.00 am to 5.00 pm Monday to Friday (except public holidays).

Interpreter Service:

If you need an interpreter please call the Telephone Interpreter Service on 13 1450 and have them contact the RTBA on 1300 137 164 (9.00 am to 5.00 pm Monday to Friday, except public holidays).

General Tenancy Information

Information on tenancy matters other than bonds is available from Consumer Affairs Victoria at consumer vic.gov.au and following the link to 'Renting'.

Note: Maximum bond: Where the weekly rent at the commencement of a tenancy was \$350.00 or less, the maximum bond is one month's rent (subject to the exceptions in the Act section 31). This one month limit continues to apply regardless of the duration of the tenancy and any increase in rent (the Act section 34). The maximum bond for rooming houses is 14 days rent (the Act section 96); for caravan park residents 28 days rent (the Act section 147); and for caravan site tenants one month's rent if the original rent was \$350.00 per week or less (the Act sections 206K and 260N).

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No 1 Plan No. PS 605297B

Address: 101 Leveson Street, North Melbourne, VIC 3051

This certificate is issued for Lot: 11
On Plan of Subdivision No: 605297B

Postal address is Building 5, 303 Burwood Highway, Burwood East, VIC 3151.

Applicant for the certificate is: Sai Global Ref: 61655511:94922556

Address for delivery of certificate: property.certificates@saiglobal.com

Date that the application was received: 31/03/2020

IMPORTANT: The information in this certificate is issued and valid on: 14/04/2020

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

	The current annual fees for the lot are \$4,299.43 and are due and payable quarterly on the 1st January, April, July and October until resolved otherwise.
1.	
	Administration Fund Fees \$3,554.65
	Maintenance Fund Fees \$744.78
2.	The date to which the fees for the lot have been paid up to is:
	Administration Fund 30/09/2019
	Maintenance Fund 30/09/2019
	The total of any unpaid fees or charges for the lot are \$4,054.00 (Including interest of \$161.00):
	Administration Fund Fees 01/10/2019 – 31/12/2019 \$888.66 Due 01/10/2019
	Administration Fund Fees 01/01/2020 – 31/03/2020 \$888.66 Due 01/01/2020
	Administration Fund Fees 01/04/2020 – 30/06/2020 \$888.66 Due 01/04/2020
	Total Administration Fund Fees \$ 2,665.98
3.	
	Maintenance Fund Fees 01/10/2019 – 31/12/2019 \$372.39 Due 01/10/2019
	Maintenance Fund Fees 01/01/2020 – 31/03/2020 \$372.39 Due 01/01/2020
	Maintenance Fund Fees 01/04/2020 – 30/06/2020 \$372.39 Due 01/04/2020
	Total Maintenance Fund Fees \$ 1,117.17
	Total Other Fees & Charges \$ 110.00
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:
5	Nil.

The repairs, maintenance or other work which has been or is about to be performed which 5. may incur additional charges which have not been included in the above annual fees. maintenance fund and special fees are: The Owners Corporation will repair canopy soffits overlooking common garden area due to water damage. Some works have been completed; however additional repairs will be required over a period of time and are not included in the current budget. The Owners Corporation is currently considering upgrades to the garden area and fover. no quotations have been obtained to date, and no resolution has been made to date. The Owners Corporation committee has approved a quotation for external common property painting and soffit repairs at an estimated cost of \$80,284,00 plus GST. These painting and external repair works will now be postponed until October 2020 due to the COVID-19 pandemic. The owners corporation has the following insurance cover: (a) the name of the company - CHU Residential Strata Insurance (b) the number of the policy - HU0000010787 (c) the kind of policy - Residential Strata Insurance 6. (d) the buildings covered - All (e) the building amount is \$20,869,000.00 (f) the public liability amount is \$30,000,000.00 (g) the renewal date is 13/04/2021 Has the owners corporation resolved that the members may arrange their own insurance 7. under section 63 of the Act?: No. Owners are urged to seek their own independent insurance advice to ensure they have adequate cover for privately owned fixtures, fittings and contents within their lot. 8. The total funds held by the owners corporation: The total funds should report the best available financial position of the owners corporation inclusive GST; Administration Fund \$80.535.27 Maintenance Fund \$81,415,39 investment Fund N/A Total Owner Funds: \$ 161,950.66 Are there any liabilities of the owners corporation that are not covered by annual fees, 9. special levies and repairs and maintenance as set out above? If so, then provide details: See point 5. Are there any current contracts, leases, licences or agreements affecting the common 10. property? If so, then provide details: Forte - Lifts Service Agreement 24/7 Maintenance Solutions Pty Ltd - Fire Services Agreement Essential Services Compliance Pty Ltd - Essential Services Compliance Fraser & Mountain - Mechanical Ventilation Agreement Network Pacific Strata Management Pty Ltd - Owners Corporation Management AGL-Electricity Agreement ending 2016 Lease Agreement between the Owners Corporation and Lot 3 for a storage cage Are there any current agreements to provide services to lot owners, occupiers or the 11. public? If so, then provide details: None to our knowledge

12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details:
	There are no notices or orders as at 14/04/2020
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation are aware that are likely to give rise to proceedings? If so, then provide details:
	Yes: The Owners Corporation committee has resolved to proceed to VCAT to seek enforcement orders in relation to a breach of the Owners Corporation rules. VCAT Action is currently underway and is now on hold due to COVID- 19 pandemic and the availability of VCAT for current hearings.
	Also the Owners Corporation will proceed to VCAT to recover the debts of members with significant arrears.
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details:
	A Manager is appointed. Network Pacific Strata Management Pty Ltd, 5/303 Burwood Highway, Burwood East, VIC 3151. ABN 57 158 476 165
15.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?
<u> </u>	No administrator is appointed.
16.	The minutes of the most recent Annual General Meeting of the owners corporation are attached.
17.	The rules of the owners corporation are the Model rules and/or Special Rules, which are attached.
18.	Additional Comments (if any)
Tyle Additional Control of the Contr	Owners are responsible to ensure they have adequate keys and access products to the buildings common areas prior to settlement. Additional products can be purchased through Network Pacific for the agreed fee as per the Contract of Appointment if required.
	ATTACHMENTS
19.	Minutes of the Annual General Meeting held on 02/04/2020
10.	Model/Special Rules registered at Land Victoria
	Statement of Advice and Information for Prospective Purchasers and Lot Owners
	ELECTRONIC PAYMENT DETAILS FOR OWNERS CORPORATION FEES AND CHARGES:
20.	Biller Code: 74625
:	Ref: 1425 5806 6
	NOTE:
21.	More information can be obtained by an inspection of the owners corporation register. Further information on prescribed matters can also be obtained by inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:
	Network Pacific Strata Management Pty Ltd, PO Box 4353
	Burwood East, VIC, 3151.

The Common Seal of Owners Corporation 1 PS 605297B was affixed and witnessed by the registered manager in accordance with sections 20(1) and 21(2A)(a) of the Owners Corporation Act 2006

22.





Registered Manager

Network Pacific Strata Management Pty Ltd (ACN 158 476 165)

5/303 Burwood Highway, Burwood East, VIC 3151.

2 +61 3 9816 4722

as agent of the Owners Corporation.

MINUTES OF ANNUAL GENERAL MEETING OWNERS CORPORATION 1 PS 605297B 91-101 LEVESON STREET, NORTH MELBOURNE VIC 3051

MEMBERS OF OWNERS CORPORATION SUBDIVISION PLAN NO. 605297B ARE ADVISED THE ANNUAL GENERAL MEETING WAS HELD VIA TELECONFERENCE:

DATE:

THURSDAY 2 APRIL 2020

TIME:

5:30PM

LOCATION: NETWORK PACIFIC STRATA MANAGEMENT BUILDING 5, 303 BURWOOD HIGHWAY,

BURWOOD EAST, VIC 3151

AGENDA

1. MEMBERS IN ATTENDANCE

2. NON MEMBERS IN ATTENDANCE

Karin Tessa representing Network Pacific Strata Management Pty Ltd.

3. APPOINTMENT OF CHAIRPERSON OF MEETING

It was resolved that Karin Tessa chair the meeting.

4. MINUTES OF THE MEETING

It was resolved that Karin Tessa take the minutes of the meeting.

5. APOLOGIES

Nil

6. PROXIES

Philippa Sutherland Lot 25 by proxy to David McLean John Burns & Valmai Burns Lot 20 by proxy to Karin Tessa

7. ENTITLEMENT TO VOTE

All members present were financial and entitled to vote.

8. QUORUM

It was noted a quorum was not established for the meeting. Interim decisions apply.

9. CONFIRMATION OF PREVIOUS MINUTES

The members resolved to adopt the Annual General Meeting Minutes of 14 February 2019 as a true and accurate record of the Owners Corporation.

10. CONSIDERATION OF REPORTS:

The members resolved to adopt the following reports as tabled:

(I) MANAGERS REPORT

11. CONSIDERATION OF FINANCIAL MATTERS

(I) FINANCIAL STATEMENTS

The members resolved to adopt the financial statements for the period 1 January 2019 to 31 December 2019 as attached.

(II) APPROVED ADMINISTRATION FUND

In accordance with the Owners Corporations Act 2006, the Owners Corporation resolved to adopt and approve an amount of \$126,000.00 plus GST to be calculated on lot liability in accordance with the plan of subdivision to cover general administration, maintenance, insurance and other recurrent obligations of the Owners Corporation for the period 1 January 2020 to 31 December 2020 and resolved that the fees be paid quarterly over 12 months within 28 days of issue of invoice.

- 1 January 2020;*
- 1 April 2020;*
- 1 July 2020;
- 1 October 2020.

The Owners Corporation resolved to continue to levy annual Administration Fund Levy in the amount of \$126,000.00 plus GST after 1 January 2021 in accordance with this resolution until resolved otherwise

*As the commencement of the financial period has passed, invoices will reflect any payments received to date and adjustments will be made accordingly. If the budget decreased this will be adjusted on your next levy due, if the budget has increased the increase will be spread evenly across the remaining levies for the financial year

(III) APPROVED MAINTENANCE FUND

In accordance with the Owners Corporations Act 2006, the Owners Corporation resolved to raise a Maintenance Fund of \$26,400.00 plus GST for the period 1 January, 2020 to 31 December 2020 All Owners Corporation Maintenance Fund Fees will be paid quarterly within 28 days of issue of invoice. The due date as follows

- 1 January 2020;*
- 1 April 2020;*
- 1 July 2020;
- 1 October 2020.

*As the commencement of the financial period has passed, invoices will reflect any payments received to date and adjustments will be made accordingly. If the budget decreased this will be adjusted on your next levy due, if the budget has increased the increase will be spread evenly across the remaining levies for the financial year

The Owners Corporation resolved to continue to levy annual Maintenance Fund Levy in the amount of \$26,400.00 plus GST after 1 January 2021 in accordance with this resolution until resolved otherwise.

12. OWNERS CORPORATION INSURANCE

The Owners Corporation resolved to take out the following insurance for all lots in the Plan of Subdivision:

- a) Reinstatement and replacement insurance for all buildings on each lot in accordance with Section 59 of the Owners Corporation Act 2006 (Vic); and
- b) Public liability insurance in accordance with Section 60 of the Owners Corporation Act 2006 (Vic) as if any reference in those sections to common property was a reference to these lots.

Members are advised pursuant to section 59(1) (Division 6) of the Owners Corporations Act (2006) that reinstatement and replacement insurance for all buildings on the common property is held by the Owners Corporation. Please refer to the attached Certificate of Currency for details of the insurance cover held by the Owners Corporation¹.

In taking out the insurances referred to above, while the definition of "building" in the Act includes

- (a) any improvements and fixtures forming part of the building; and (ab) any shared services; and
- (b) anything prescribed as forming part of a building it does not include-
- (c) carpet and temporary floor, wall and ceiling coverings; or
- (d) fixtures removable by a lessee at the end of a lease; or
- (e) anything prescribed as not forming part of a building.

"shared services" includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owners corporation or any of its members.

IMPORTANT NOTE:

THEREFORE PLEASE NOTE THAT IF YOU HAVE NOT NOTIFIED THE OWNERS CORPORATION OF ANY IMPROVEMENTS AND FIXTURES FORMING PART OF YOUR LOT THESE MAY NOT BE COVERED IN THE EVENT OF A CLAIM. THIS INSURANCE POLICY DOES NOT COVER ANY OF THE CONTENTS IN YOUR LOT. YOU ARE URGED TO SEEK LEGAL AND INSURANCE ADVICE AND/OR ADDITIONAL INSURANCE COVER IF YOU HAVE ANY DOUBT AS TO WHETHER OR NOT THE OWNERS CORPORATION'S INSURANCE COVERS YOUR SITUATION OR WOULD COVER YOU IN PARTICULAR CIRCUMSTANCES.

Members resolved not to proceed with an Insurance Replacement Valuation. The last insurance valuation report was obtained 7 February 2019.

13. ELECTION OF COMMITTEE

It was noted that in accordance with Section 100 (2) of The Act, the Owners Corporation resolved to elect the following members to the committee.

Joonee Wong	Lot 3
Cheryl Ellis	Lot 5
Geoff Ellis	Lot 6
Kirsten Black	Lot 18
Ethan Kent	Lot 22
Phillippa Sutherland	Lot 25
Naomi Lind	Lot 39
David McLean	Lot 42

- (I) Members resolved the appointed committee assume the role of the grievance committee.
- (II) Members resolved to communicate via email/telephone and will call a committee meeting as required.

Members requested a special thank you be noted in the minutes to Karin Tessa for her management of the Owners Corporation.

14. INSTRUMENT OF DELEGATION TO COMMITTEE

In accordance with section 11 of the Owners Corporations Act 2006, the Owners Corporation resolved to delegate all powers and functions that are capable of being delegated to the Owners Corporation Committee to make decisions on the behalf of the Owners Corporation save for the power or function to engage, terminate or otherwise vary the appointment of the Owners Corporation Manager and the powers and functions that require a unanimous or special resolution of the Owners Corporation.

15. APPOINTMENT OF CHAIRPERSON

It was resolved to elect David McLean Lot 42 as the Chairperson of the committee in accordance with Section 105(1) of the Owners Corporations Act 2006.

16. APPOINTMENT OF SECRETARY

In accordance with Section 107(1) & 99(2) of the Act the Owners Corporation members resolved to appoint Network Pacific Strata Management Pty Ltd as the Secretary of the Owners Corporation.

17. APPOINTMENT OF OWNERS CORPORATION MANAGER

In accordance with Section 119 of the Act members resolved to appoint Network Pacific Strata Management Pty Ltd as Manager of Owners Corporation 605297B for a period of 1 year commencing 2 May 2020 and in accordance with sections 20 and 21 of the Act to affix the seal to the standard Strata Community Australia (Vic) Contract of Appointment tabled ("the Contract of Appointment").

18. INSTRUMENT OF DELEGATION TO MANAGER

In accordance with sections 11 and 120 of the Owners Corporations Act 2006, the Owners Corporation resolved to delegate all the powers and functions that may be delegated under section 11 of the Owners Corporations Act 2006 to enable the Manager to perform the duties under the contract of appointment and to ensure the efficient and effective operation of the Owners Corporation.

19. PENALTY INTEREST

In accordance with Section 29 (1) of the Owners Corporations Act 2006, the Owners Corporation resolved to charge penalty interest at the maximum rate of interest payable under the Penalty Interest Rates Act (Vic) 1983 on any amount payable by a lot owner to the Owners Corporation that is still outstanding 30 days after the due date for payment. The interest rate is currently 10% and is subject to change.

20. COST / DEBT RECOVERY

The following Ordinary Resolutions were resolved:

- (I) that the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time costs of any person acting in an honorary capacity including the chairperson, secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation.
- (II) to authorise Network Pacific Strata Management Pty Ltd to engage a lawyer or a debt collector to send a letter of demand at its discretion to each and every lot owner who has failed to pay their Owners Corporation fees, levies and/or charges in accordance with the Final Fee Notice and to commence proceedings in VCAT for recovery of those fees and proceed to execution of any orders made;
- (III) that any lot owner who fails to pay their Final Fee Notice and in respect to whom a letter of demand has been sent, shall pay or reimburse the Owners Corporation for all administrative, legal and other charges relating to the letter of demand and any subsequent VCAT and/or Court proceedings including but not limited to the costs of enforcement of any such orders obtained.

21. ESSENTIAL SAFETY MEASURES

The Owners Corporation resolved to delegate to the committee the power to ensure that the essential services are attended to, in accordance with the Building Codes of Australia.

22. OCCUPATIONAL HEALTH AND SAFETY

The Owners Corporation resolved to delegate to the committee the power to ensure that the essential safety items as identified in the risk management report are attended to, in accordance with the Building Codes of Australia and to minimise risk. The members resolved to obtain an OH & S Report in January 2021.

23. NEXT ANNUAL GENERAL MEETING

The proposed date for the next AGM to be held is Tuesday 16 March 2021, at 5:30pm, at Hotham Room, North Melbourne Library, 66 Errol Street, North Melbourne VIC 3051.

CLOSE

With no further business the meeting closed at 6.20 PM

Plan of Subdivision No. 605297B

91-101 Leveson Street, North Melbourne VIC 3051

ANNUAL BUDGET

	ACTUAL 01/01/19-31/12/19	BUDGET 01/01/19-31/12/19	BUDGET 01/01/20-31/12/20
ADMINISTRATIVE FUND			
INCOME			
Levies - Administrative Fund	125,999.98	126,000.00	126,000.00
Interest On Overdue Levies	1,276.25	0.00	0.00
TOTAL ADMIN. FUND INCOME	127,276.23	126,000.00	126,000.00
EXPENDITURE - ADMIN. FUND			
Bank Account Management	584.60	584.60	480.00
Additional Services	1,205.00	0.00	0.00
Administration Costs	11,825.00	12,900.00	13,545.00
Archival/Records Storage	81.04	81.04	66.00
Audit Fees	567.24	567.24	595.60
Bank Charges - Stratapay	157.30	0.00	0.00
Business Activity Statement	1,215.52	1,215.51	1,276.29
Caretaker	25,200.00	26,000.00	25,200.00
Disbursement Fees	577.96	578.00	592.24
Electrical Repairs	4,611.94	2,500.00	3,000.00
Electricity	7,401.22	9,500.00	8,000.00
Emergency Lighting	746.90	650.00	800.00
Essential Services Compliance	2,232.58	2,315.25	2,300.00
Essential Services Data Mgmt	613.94	636.70	640.00
Fire Monitoring	1,963.20	2,000.00	1,980.00
Fire Protection	3,543.74	4,000.00	3,900.00
Fire Protection - Maintenance	1,315.00	3,000.00	1,500.00
Garage Door Maintenance	2,440.00	1,000.00	2,500.00
Gardening	4,770.00	6,500.00	5,000.00
Gas Usage	59.17	1,000.00	600.00
General Maintenance	6,721.46	4,499.40	4,424.87
Graffiti Removal	0.00	500.00	0.00
Gutter Cleaning	230.00	500.00	400.00
Insurance - Premium	18,912.23	17,452.00	19,000.00
Insurance - Stamp Duty	1,958.80	1,600.00	1,900.00
Insurance Excess	0.00	2,500.00	0.00
Insurance Valuation	689.09	0.00	0.00
Intercom Repairs	0.00	0.00	250.00
Legal Costs	2,552.09	1,000.00	2,000.00
Lift Maintenance - Contract	8,169.00	7,800.00	8,200.00

Plan of Subdivision No. 605297B

91-101 Leveson Street, North Melbourne VIC 3051

ANNUAL BUDGET

	ACTUAL 01/01/19-31/12/19	BUDGET 01/01/19-31/12/19	BUDGET 01/01/20-31/12/20
Lift Maint-Non-Contracted Wrks	0.00	500.00	0.00
Mechanical Ventilation	1,700.00	1,700.00	1,800.00
Meeting Expenses	43.23	0.00	100.00
Oh&S Audit Report	0.00	997.00	1,000.00
Pest Control	819.00	900.00	900.00
Plumbing Repairs	6,019.18	4,000.00	5,600.00
Recovery Costs	1,823.27	1,823.26	2,000.00
Rubbish Bin Sanitation	0.00	0.00	500.00
Rubbish Removal	0.00	0.00	400.00
Security Equipment Repairs	0.00	0.00	500.00
Signage	0.00	0.00	150.00
Telephone Expenses	1,985.79	2,000.00	1,400.00
Television System Maintenance	0.00	0.00	200.00
Water	1,429.35	1,600.00	1,500.00
Window Cleaning	0.00	1,600.00	1,800.00
TOTAL ADMIN. EXPENDITURE	124,163.84	126,000.00	126,000.00
SURPLUS / DEFICIT	\$ 3,112,39 \$	0.00 \$	0.00
Opening Admin. Balance	65,321.23	65,321.23	68,433.62
ADMINISTRATIVE FUND BALANCE	\$ 68,433.62 \$	65,321.23 \$	68,433.62
NUMBER OF UNITS OF LOT LIABILITY:		4,406	4,406
AMOUNT PER UNIT OF LOT LIABILITY:	\$	28.59740000 \$	28.59740000

Plan of Subdivision No. 605297B

91-101 Leveson Street, North Melbourne ViC 3051

ANNUAL BUDGET

	0	ACTUAL 1/01/19-31/12/19	BUDGET 01/01/19-31/12/19	BUDGET 01/01/20-31/12/20
MAINTENANCE FUND				
INCOME				
Levies - Maintenance Fund		52,799.98	52,800.00	26,400.00
TOTAL MAINTENANCE FUND INCOME		52,799.98	52,800.00	26,400.00
EXPENDITURE - MAINTENANCE FUND				
Capital Works		25,694.72	52,800,00	10,000.00
Fire Protection Works		927.50	0.00	0.00
Painting		2,062.99	0.00	85,000.00
Security Equipment		0.00	0.00	25,000.00
TOTAL MAINT, FUND EXPENDITURE		28,685.21	52,800.00	120,000.00
SURPLUS / DEFICIT	\$	24,114.77 \$	0.00 \$	(93,600.00)
Opening Maint Fund Balance		70,720.59	70,720.59	94,835.36
MAINTENANCE FUND BALANCE	\$	94,835.36 \$	70.720.59 \$	1,235,36
NUMBER OF UNITS OF LOT LIABILITY:			4,406	4,406
AMOUNT PER UNIT OF LOT LIABILITY:		\$	11.98370000 \$	5.99180000

Owners Corporations Regulations 2018 S.R. No. 154/2018 Schedule 2—Model Rules for an Owners Corporation Authorised by the Chief Parliamentary Counsel

Schedule 2—Model Rules for an Owners Corporation

Regulation 11

1 Health, Safety and Security

1.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

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

1.2 Storage of Flammable Liquids and other Dangerous Substances and Materials

- Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste Disposal

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

2 Committees and Sub-Committees

2.1 Functions, Powers and reporting of Committees and Sub-Committees

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

3 Management and Administration

3.1 Metering of Services and Apportionment of Costs of Services

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

Owners Corporations Regulations 2018 S.R. No. 154/2018 Schedule 2—Model Rules for an Owners Corporation Authorised by the Chief Parliamentary Counsel

4 Use of Common Property

4.1 Use of Common Property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability. **4.2 Vehicles and parking on common property**

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

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

4.3 Damage to Common Property

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

5 Lots

5.1 Change of Use of Lots

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

Example

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

Owners Corporations Regulations 2018 S.R. No. 154/2018 Schedule 2—Model Rules for an Owners Corporation Authorised by the Chief Parliamentary Counsel

5.2 External Appearance of Lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring Notice to the Owners Corporation of Renovations to Lots

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

6 Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Invitees on Common Property

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

6.2 Noise and Other Nuisance Control

- An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute Resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

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Owners Corporation Notification of making of rules Section 27E(1) Subdivision Act 1998 (when lodged with a plan)

OC 27 (12/07)



Lodged by:

Name:

BATTEN SACKS HARVEY BRUCE

Phone:

8680 5555

Address:

Level 6, 24 Albert Road South Melbourne

Reference: GB/FS/081 6152

Customer Code:

3866Q



Owners Corporation Number

Plan Number

PS605297B

Supplied with this notification is:

A copy of the proposed Rules of the Owners Corporation.

5/12/08 Dated:

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

GEOFREY SHERMAN BAUM LL.B. B.A. 6/24 Albert Road, South Melbourne 3205 An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004

For current information regarding Owners Corporation, please obtain an Owners Corporation Search Report.

OWNERS CORPORATION NO. 1 PLAN NO. 605297B



101 Leveson Street, North Melbourne VIC 3051

RULES made pursuant to Section 138(1) of the Owners Corporation Act 2006

A NEGATIVE OBLIGATIONS

A Member must not and must do all things reasonable to ensure that the occupier of a members lot does not:

Use of Common Property and Lots

- Damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the Common Property or use them for any purpose other than the purpose for which they are provided or properly available for;
- Park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance or exit to a lot or in any place other than in a parking area specified for such purpose by the owners corporation;
- Must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other
 person entitled to use the common property or own Lot unless the owners corporation has given
 prior written consent for the noise to be made;
- Obstruct the lawful use and enjoyment of the common property by any person entitled to use the common property;
- 5. Obstruct or in any way interfere with any fire appliance, cupboard, stairway or landing in the building or permit any fire appliance, cupboard, stairway or landing in the building to be obstructed.
- 6. Use any fire appliance or fire equipment for anything other than extinguishing a fire i.e. fire hose reels must not be utilised to wash vehicles, hose down paths etc.
- 7. Enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area without the prior written consent of the owners corporation;
- 8. Use or permit any person under his or her control to use roller blades, roller skates or a skateboard on the common property;
- 9. Dispose of any cigarette butts or ash on to the common property;
- 10. Store or place any bicycle or motor cycle or scooter or any other private materials or goods on or in the common property without the prior written consent of the owners corporation and then only upon the terms of such consent;
- 11. Use whether for parking or otherwise any part of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the owners corporation from time to time;
- Use language or behave in a manner, including sexual harassment and discrimination, likely to cause offence or embarrassment to a owner or occupier of another lot or to any person lawfully using common property;
- Consume alcoholic beverages on common property or possess or deal is illegal drugs or other such substances on common property;
- 14. Use any owners corporation electricity or utilities for personal use without the prior written consent of the owners corporation;

- Use or permit a lot to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or a hazard to the health and safety of an owner occupier or user of another lot;
- 16. Allow any part of the lot to become unreasonably untidy, unclean or not properly maintained so that it detracts from the amenity or appearance of the building;
- 17. Store any private items or materials other than a motor vehicle on any car park lot or part of a lot being for car parking unless first having obtained the prior written consent of the owners corporation.

Balconies and Windows and Outward Appearance

- 18. Hang or place on or from any balcony or in or from any window of a member's Lot or in or about the common property anything which adversely affects the outward appearance or state of repair of a member's Lot or the common property or which may otherwise affect the use and enjoyment of the Lots and common property of the building by members or occupiers;
- 19. Must not use any balcony as a place of storage;
- 20. Keep a plant on a balcony if the planter which it is in allows water to drain through drainage holes in the planter unless the planter is in a container which will retain all water that drains from the planter;
- 21. Allow any garden, plant, balcony or open land forming part of the Lot to become unkept, overgrown or unsightly; and
- 22. Without the prior written consent of the owners corporation which shall not be unreasonably withheld, install or place, or permit to remain installed or place, any air-conditioning unit, fan or other appliance in such a position as to be visible from outside the member's Lot.
- 23. Install any equipment or apparatus of any kind (including any blind, light fitting, awning, air conditioning unit, antenna or satellite dish, security door or fly wire screen) which extends outside the boundaries of a lot without the prior written consent of the owners corporation;

Animals

- 24. Keep any animal on a lot after being given notice by the owners corporation to remove the animal after the owners corporation has resolved that the animal is causing a nuisance. This rule does not apply to an animal that assists a person with an impairment or disability;
- 25. The owner of the pet/animal must not leave any animal droppings on the common property;

Waste and Garbage

- Store or keep waste or garbage other than in properly tightly secured receptacles in an area specified for such purpose by the owners corporation or within the member's Lot or as otherwise directed by the owners corporation;
- 27. Put any garbage or refuse anywhere on the common property other than in garbage bins or containers so designated by the owners corporation;
- 28. Put any type of waste or garbage in owners corporation garbage bins or containers other than the type of waste designated for those bins;
- 29. Put any waste or garbage in owners corporation garbage bins or containers unless securely tied in a plastic bag;

Security

30. Permit any security key or card or garage access codes provided by the owners corporation to be held by or used by any person other than the owner or an occupier of the lot who has agreed to return the security key or card to the owner or the owners corporation;

- 31. Duplicate or permit any security key or card to be duplicated nor lose a security key or card nor hand a security key or card to any person other than another owner or occupier nor dispose of any security key or card otherwise than by returning it to the owner or the owners corporation;
- 32. Keep any security key on a key ring or any security card in a container which has any identification with the development;
- 33. Permit any person to enter the development with an owner or occupier unless that person is known to the owner or occupier as a resident in the development;
- 34. Prop or wedge open any security door or window;
- 35. Leave any external doors of the building open after entry or exit or leave any windows which give access to the common property open after leaving the area;

Sale of lots

- 36. (a) Permit any auction sale to be conducted or take place on common property without prior notification to the owners corporation which shall provide the necessary security arrangement at the cost of the owner;
 - (b) Permit "for Sale" or "auction" or "to let/rent/lease" or similar signs or boards to:
 - ii. be erected in or about the owners lot or on common property without the prior written consent of the owners corporation; or
 - to remain beyond 14 days after the sale/auction/lease or other transaction is concluded or such shorter time as the owners corporation has consented to;

Moving In and Moving Out Policy

37. Move furniture or bulky items through common property except in accordance with the following policy:

Owners or occupiers must:

- 38. advise the owners corporation of all pending removalist and or bulky item delivery activity at least 48 hours prior to the move and or delivery;
- provide a point of contact at the building to contracted removalists, delivery persons and or persons assigned to facilitate the move;
- 40. place protective floor coverings in place one hour prior to the move or delivery commencing and remove after delivery is completed;
- 41. note and if necessary arrange digital photographs to be taken of any damage to common property;

Miscellaneous

- 42. Do anything whereby any policy of insurance taken out by the owners corporation may become void or voidable or which may make the owners corporation liable for increase in premium;
- 43. Permit any trades people or work people to be on a Lot or the common property:
 - (a) On a Saturday, Sunday or public holiday; or
 - (b) Before 9:00am or after 5:00 pm on any other day.

Model Rules

44. Model rules still apply in addition to these rules.



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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

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 manger, it must be a Manager registered with the Business Licensing Authority (BLA).

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

Due diligence checklist

What you need to know before buying a residential property

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