

**WILLIAM CHANH WU**

to

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**CONTRACT OF SALE OF LAND**

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**Property: UNIT 219 28 LITTLE LONSDALE STREET MELBOURNE VIC 3000**

**DANG QUACH SOLICITOR**  
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# Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing-

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

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

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

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

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

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

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

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

**Print name(s) of person(s) signing:** WILLIAM CHANH WU

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

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

### IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

Estate Luxe

Level 3/2 Brandon Park Drive Wheelers Hill Vic 3150

Email: [javed@estateluxe.com.au](mailto:javed@estateluxe.com.au)

Tel: ..... Mob: 0414 977 311

Fax: .....

Ref: .....

#### Vendor

**WILLIAM CHANH WU**

Email: .....

#### Vendor's legal practitioner or conveyancer

**Dang Quach**

9 Windsor Avenue Springvale Vic 3171

Email: [dqsolicitor2013@gmail.com](mailto:dqsolicitor2013@gmail.com)

Tel: 03 9574 1915

Mob: 0411 767 488

Fax: 03 9574 2298

Ref: .....

#### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10339 Folio 753	219	PS402345Y

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **UNIT 219 28 LITTLE LONSDALE STREET MELBOURNE VIC 3000**

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

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST (general condition 19)**

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

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

**Settlement**(general conditions 17 & 26.2)

**is due on**

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

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

**Lease**(general condition 5.1)

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

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

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

**Terms contract**(general condition 30)

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

**Loan**(general condition 20) –

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

Lender:  
(or another lender chosen by the purchaser)

Loan amount: no more than \_\_\_\_\_

Approval date: \_\_\_\_\_

**Building report –**

General condition 21 applies only if the box is checked

**Pest report –**

General condition 22 applies only if the box is checked

# Special Conditions

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

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

1. **DESCRIPTION OF LAND**

The description of land in the particulars is believed and will be taken to be correct. No error in the description will annul the Sale, nor will compensation be payable for it.

2. **REPRESENTATION AND INSPECTION**

The purchaser acknowledges having inspected the land and the improvements erected on it and that, in entering this agreement, the purchaser has not relied on any statement or representation or warranty by or on behalf of the vendor other than as set out in this agreement.

- (a) The purchaser has purchased the property as a result of the purchaser's own inspection or enquiries and in its present condition, subject to any faults and defects whether latent or patent and whether or not they are apparent.
- (b) The purchaser shall not make any requisitions or objections, claim compensation or refuse or delay payment of the price on the basis of any fault or defect.
- (c) The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
- (d) As and from the Day of Sale, the Vendor shall not be obligated to take any action with respect to any fault or defect on the Property, save and except as required by General Condition 31.2, any rectification or other actions necessary shall be the Purchaser's sole responsibilities.

3. **CONDITION OF THE PROPERTY**

The Purchaser acknowledges and agrees that:

- a) The property is sold in an "as is" condition, subject to all faults and defects whether or not they are apparent; and
- b) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- c) From the Day of Sale it shall be responsible for any Contamination existing in, on, under, above, emanated or emanating from or into the Property; and
- d) It shall not make any requisition or refuse or delay payment of the Price, do anything or make any claim for compensation, damages, costs or expenses against the Vendor resulting from or with respect to any Contamination.

4. **ENCUMBRANCES**

The purchaser buys the property subject to any statute, order, regulation, by-law and local law, restriction and condition imposed on the property by or with the authority of any Government Body including under the Planning Permit, as a result of any Section 173 Agreement or under any application planning scheme or any other scheme

5. **DELAY IN SETTLEMENT**

Should the purchaser fail to complete settlement on the settlement date, the vendor hereby notifies the purchaser that, in addition to the penalty interest chargeable pursuant to General Condition 33, the vendor may suffer the following losses and expenses which the purchaser is required to reimburse:

- 5.1 Where the Vendor is a purchaser of another property, which settlement is dependent upon settlement of the property taking place on the settlement date: Penalties, cost and expenses payable by the Vendor.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
- 

## Money

### 14. DEPOSIT

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

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

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

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

## 25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or  
(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

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

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

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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## GUARANTEE and INDEMNITY

I/We ..... of .....  
 and ..... of .....

being the Sole Director / Directors of ..... ACN .....  
 (called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein DO for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, Interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, Interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

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

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

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

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

# **GST Residential Withholding Notice to Purchaser**

**Property address**

The address of the land is: **219 28 LITTLE LONSDALE STREET MELBOURNE VIC 3000**

This property is either an existing residential premises or commercial premises and therefore, the purchaser is not required to withhold GST.

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	UNIT 219 28 LITTLE LOSDALE STREET MELBOURNE VIC 3000	
<b>Vendor's name</b>	WILLIAM CHANH WU	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Vendor's name</b>		<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

**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 certificate/s.

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

**1.3 Terms Contract**

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

Not Applicable.

**1.4 Sale Subject to Mortgage**

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

Not Applicable.

**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.

**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.

**3. LAND USE**

**3.1 Easements, Covenants or Other Similar Restrictions**

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

Not Applicable.

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

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):

NIL.

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 Corporation Act 2006

OR

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

OR

6.3  The owner corporation is an inactive owners corporation.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not Applicable.

**10.2 Staged Subdivision**

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

Not Applicable.

**10.3 Further Plan of Subdivision**

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

Not Applicable.

**11. DISCLOSURE OF ENERGY INFORMATION**

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable.

**12. DUE DILIGENCE CHECKLIST**

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

**13. ATTACHMENTS**

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

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

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



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

Page 1 of 2

VOLUME 10339 FOLIO 753

Security no : 124123113102P  
Produced 25/03/2025 01:25 PM

**LAND DESCRIPTION**

Lot 219 on Plan of Subdivision 402345Y.  
PARENT TITLE Volume 10313 Folio 820  
Created by instrument PS402345Y 06/08/1997

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
WILLIAM CHANH WU of 77 ELLEN ST. SPRINGVALE 3171  
V155396E 17/12/1997

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AU549333P 07/07/2021  
COMMONWEALTH BANK OF AUSTRALIA

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

**DIAGRAM LOCATION**

SEE PS402345Y FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: UNIT 219 28 LITTLE LONSDALE STREET MELBOURNE VIC 3000

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 07/07/2021

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS402345Y  
OWNERS CORPORATION 3 PLAN NO. PS402345Y



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

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Page 2 of 2

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS402345Y</b>
Number of Pages (excluding this cover sheet)	<b>20</b>
Document Assembled	<b>25/03/2025 13:25</b>

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<b>PLAN OF SUBDIVISION</b>	Stage No. <hr style="width:50%; margin: auto;"/>	LTO use only  EDITION 3	<b>PS402345Y</b>
----------------------------	---	-------------------------------	------------------

**Location of Land**  
 Parish: MELBOURNE NORTH  
 Township: CITY OF MELBOURNE  
 Section 25  
 Crown Allotment: 10-15 Inc. (PART)  
 Crown Portion:

LTO base record: CHART 34 MELB.NORTH  
 Title References: Vol. 10313 F 820

Last Plan Reference: LOT 1 ON P.S.402323K  
 Postal Address: 33-47 Latrobe Street  
 22-48 Little Lonsdale Street  
 Melbourne 3000  
 AMG Co-ordinates: N 5 813 400  
 (Of approx. centre of plan) E - 321 300      Zone 55

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
NIL	NIL

**Council Certification and Endorsement**

Council Name: MELBOURNE CITY COUNCIL    Ref: TP96/920(937)

- This plan is certified under section 6 of the Subdivision Act 1988.
- ~~This plan is certified under section 11(7) of the Subdivision Act 1988.~~  
~~Date of original certification under section 6 / /~~
- This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

**Open Space**

(i) A requirement for public open space under section 18 Subdivision Act 1988 ~~has~~ / has not been made.

~~(ii) The requirement has been satisfied.~~

~~(iii) The requirement is to be satisfied in Stage~~

Council Delegate  
 Council Seal  
 Date 7 / 7 / 97

Re-certified under Section 11(7) of the Subdivision Act 1988.  
 Council Delegate  
 Council Seal  
 Date / /

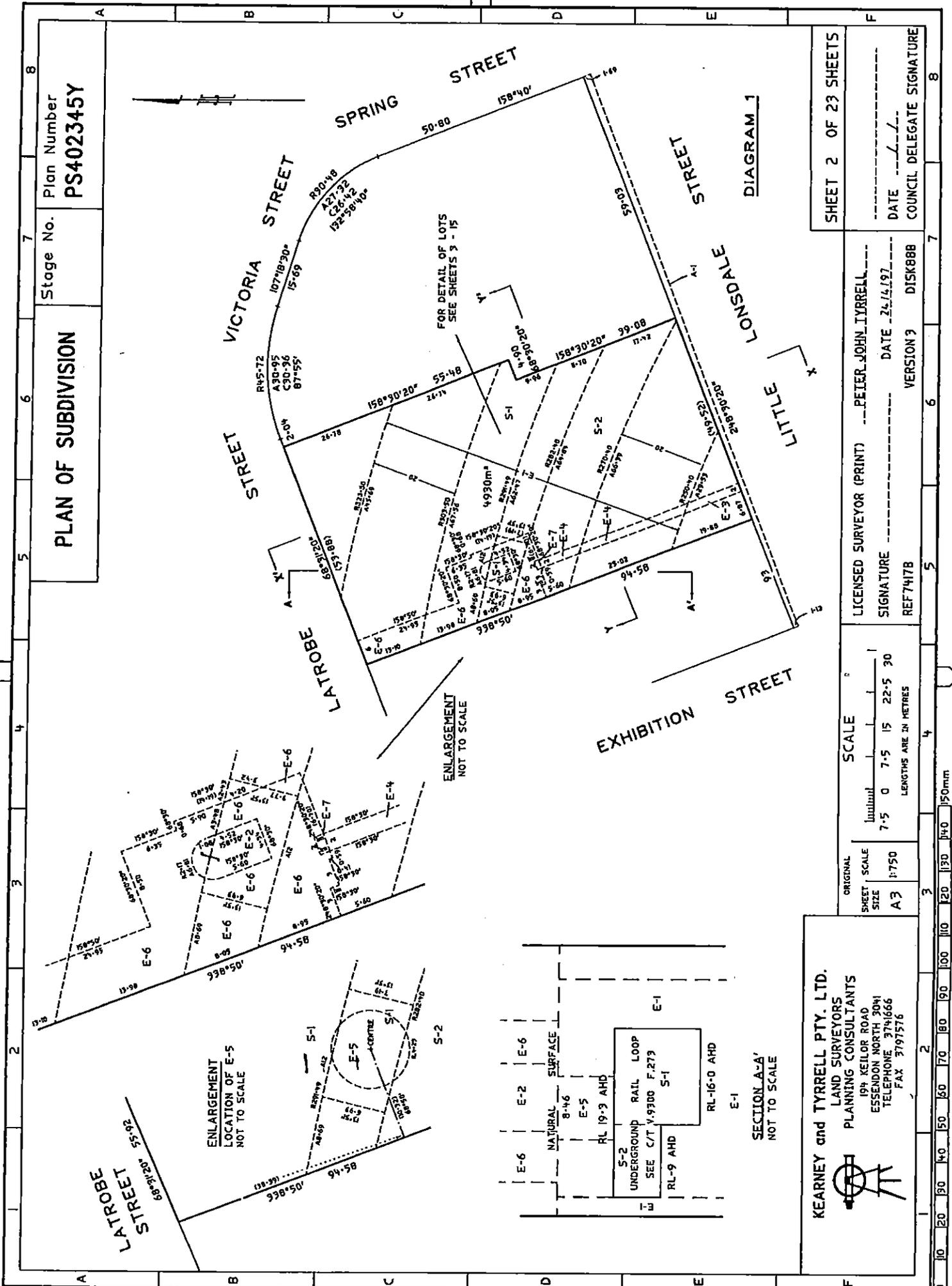
**Notations**

<p><b>Depth Limitation:</b> Does not apply</p>	<p><b>Staging</b>      This is/is not a staged subdivision                  Planning Permit No.</p>
<b>CREATION OF RESTRICTION</b>	
<p>UPON THE REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED AS DIRECTED IN PLANNING PERMIT N°</p> <p>Land to benefit: LOTS NUMBERED 228 OR LESS ON THIS PLAN                  Land to be burdened: LOTS NUMBERED 229 OR MORE ON THIS PLAN                  Description of Restriction: Lots numbered 229 or more on this plan cannot be used for any purpose other than for car parking by an owner or occupier of or a visitor to a lot numbered 228 or less on this plan.</p>	
<p><b>NOTE:</b>                  LAND SHOWN MARKED 5-1 &amp; 5-2 REFERS TO MELBOURNE UNDERGROUND RAILWAY AND IS NOT INCLUDED IN THIS PLAN OF SUBDIVISION</p> <p>The upper boundary of each lot shown on diagram 2 on sheet 3 hereof, and of each lot (excepting lots 2, 3, 7 &amp; 8) shown on diagram 3 on sheet 4 hereof, is limited in height to 2 metres above its lower boundary.</p>	
<p>Location of boundaries defined by buildings.                  Internal Face: Boundaries on Diagram 2 on sheet 3 hereof and on Diagram 3 on sheet 4 excepting those lots and part lots shown thus *                  Median: Boundaries between lots shown marked M                  Exterior Face: All other boundaries affected</p> <p>All internal service ducts &amp; pipe shafts within the buildings are defined to be part of the common property. The position of these ducts &amp; shafts have not been shown on the diagrams contained herein.</p> <p>Common property is all the land on the plan except the land in the lots, common properties No. 1, 2 and No. 3                  Survey: This plan is based on survey.                  To be completed where applicable.                  This survey has been connected to permanent marks no(s).                  In proclaimed Survey Area no.</p>	

**Easement Information**

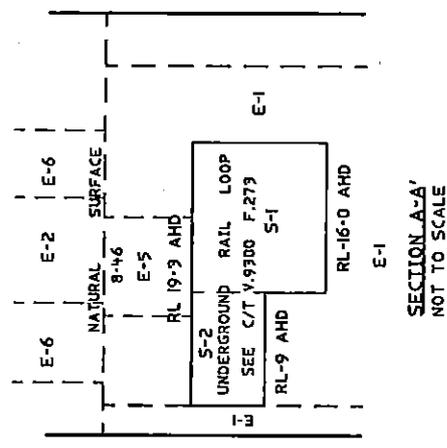
<b>Legend:</b> A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)					LTO use only
SECTION 12(2) APPLIES TO ALL THE LAND ON THIS PLAN					Statement of Compliance / Exemption Statement
<b>Easement Reference</b>	<b>Purpose</b>	<b>Width (Metres)</b>	<b>Origin</b>	<b>Land Benefited/In Favour Of</b>	<input checked="" type="checkbox"/>
E-1 E-4 E-5	SUPPORT LIMITED TO THE GROUND SURFACE LEVEL AND BELOW. SEE SECTION A-A' SUPPORT	SEE PLAN	TR.F648009	MELBOURNE UNDERGROUND RAIL LOOP AUTHORITY	Received
E-1 E-4 E-5	SUPPORT	SEE PLAN	PS402323K	PUBLIC TRANSPORT CORPORATION	Date 17 / 7 / 97
E-2 E-5	VENTILATION, WAY & DRAINAGE	SEE PLAN	PS402323K	PUBLIC TRANSPORT CORPORATION	
E-3 E-4	DRAINAGE Lower Limit 25.00m above the AHD Upper Limit 27.30m above the AHD	2	PS402323K	PUBLIC TRANSPORT CORPORATION	LTO use only
E-7	DRAINAGE Lower Limit 25.00m above the AHD Upper Limit 28.80m above the AHD	SEE PLAN	PS402323K	PUBLIC TRANSPORT CORPORATION	PLAN REGISTERED TIME 1.45 PM
E-6	CARRIAGEWAY Drainage and the supply of water and electricity with a Lower Limit of 28.80m above the A.H.D.	SEE PLAN	PS402323K	PUBLIC TRANSPORT CORPORATION	DATE 6 / 8 / 97
A-1	CARRIAGEWAY	SEE PLAN	D646670	LOTS ON PS402323K	<i>John D. Turner</i> Assistant Registrar of Titles
					Sheet 1 of 23 Sheets

<p><b>KEARNEY and TYRRELL PTY. LTD.</b>                  LAND SURVEYORS                  PLANNING CONSULTANTS                  194 KEILOR ROAD                  ESSENDON NORTH 3041                  TELEPHONE 3741666                  FAX 3797576</p>	<p>LICENSED SURVEYOR (PRINT) <u>PETER JOHN TYRRELL</u></p> <p>SIGNATURE _____ DATE 24/4/97</p> <p>REF 7417B      VERSION 3      DISK88B</p>	<p style="text-align: center;">DATE 7 / 7 / 97</p> <p style="text-align: center;">COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: center;">Original sheet size <b>A3</b></p>
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ENLARGEMENT LOCATION OF E-5 NOT TO SCALE

ENLARGEMENT NOT TO SCALE



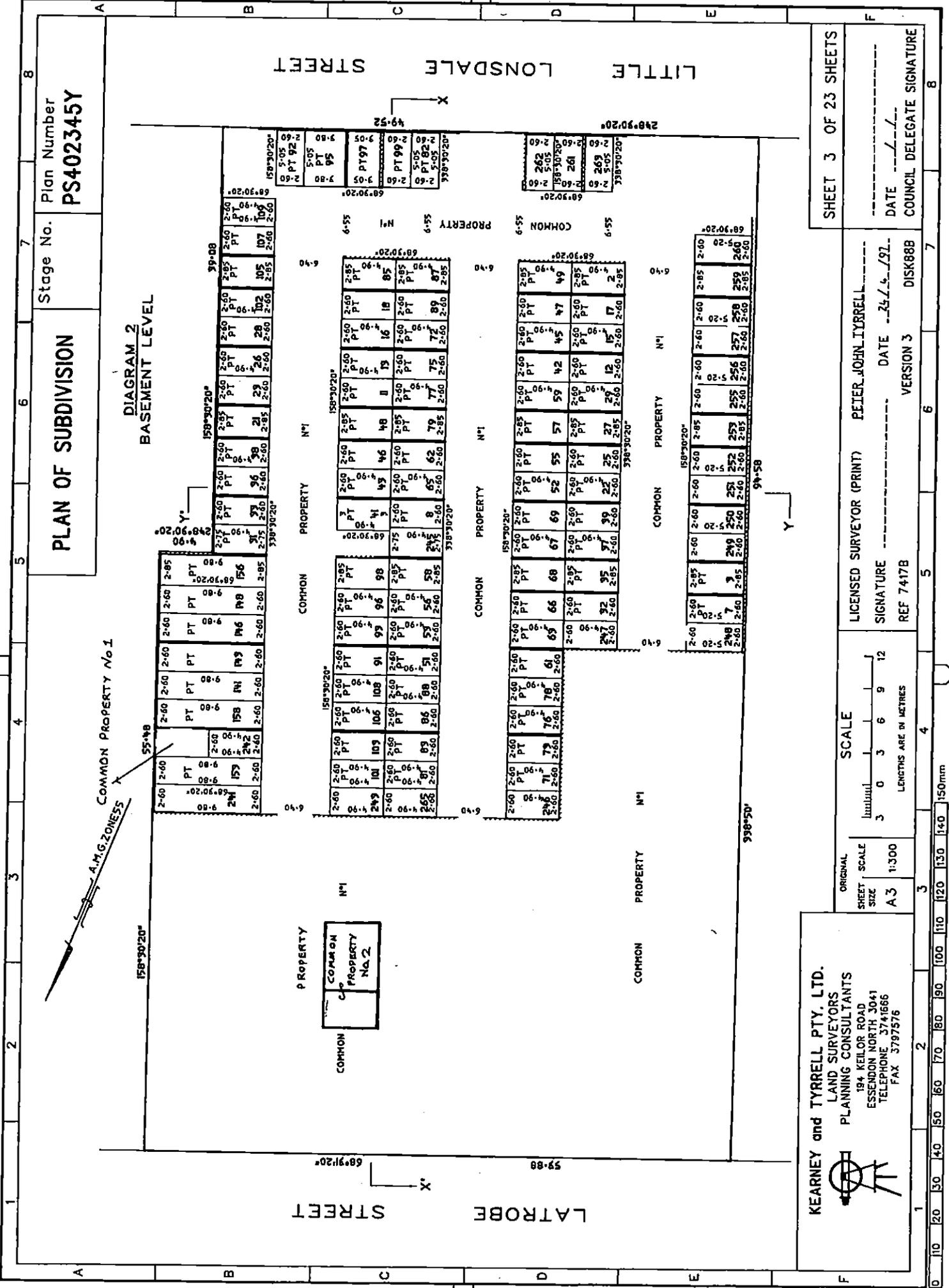
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ORIGINAL SHEET SIZE	SCALE	LENGTHS ARE IN METRES
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 SIGNATURE \_\_\_\_\_ DATE **24/4/97**  
 REF7417B VERSION 9 DISK888

SHEET 2 OF 23 SHEETS  
 DATE \_\_\_\_\_  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_





Plan Number  
**PS402345Y**

Stage No.

**PLAN OF SUBDIVISION**

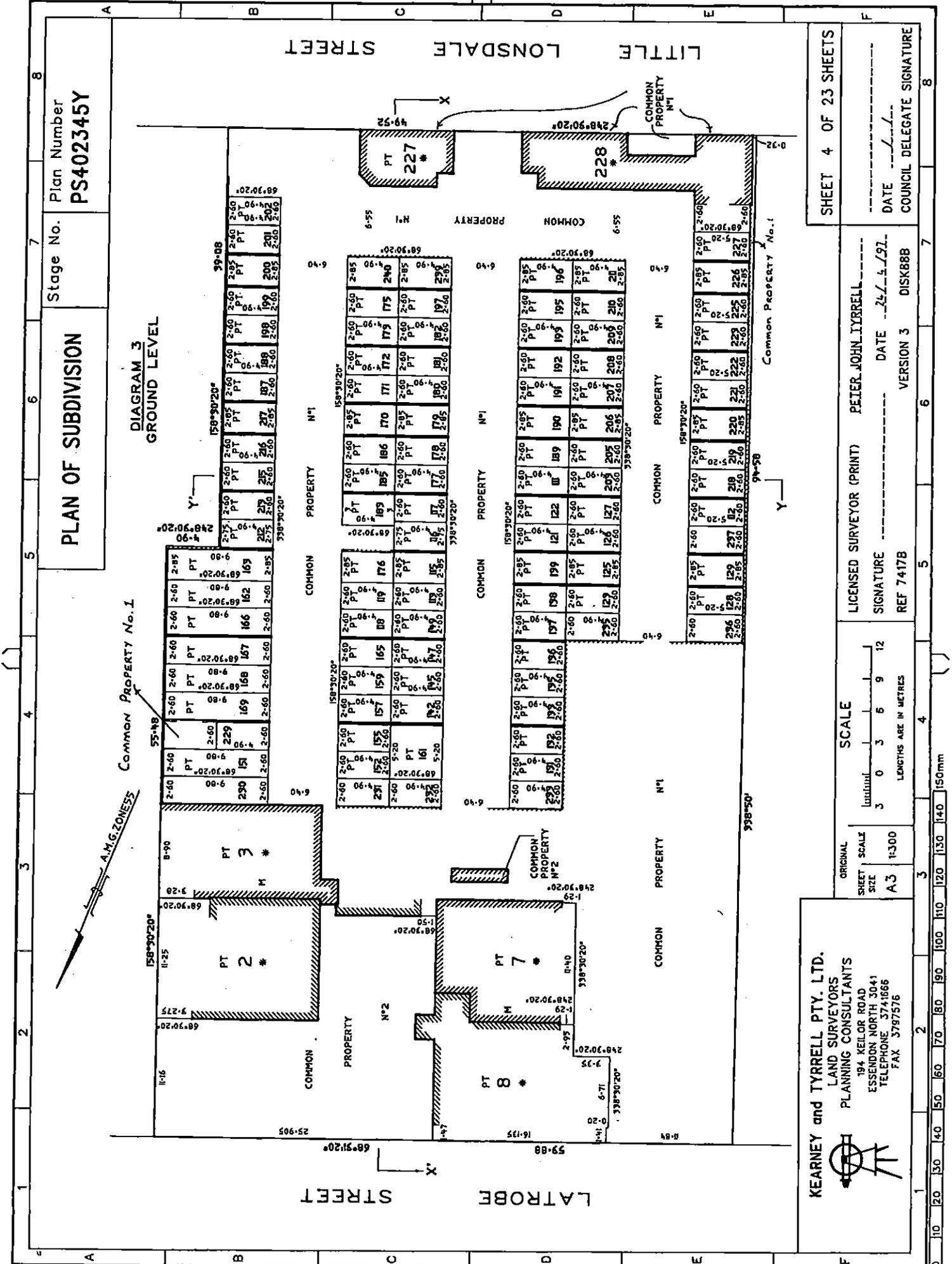
**DIAGRAM 2  
BASEMENT LEVEL**

SHEET 3 OF 23 SHEETS

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ORIGINAL SCALE \_\_\_\_\_  
 SHEET SCALE \_\_\_\_\_  
 SIZE A3 1:300  
 LENGTHS ARE IN METRES

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SHEET 4 OF 23 SHEETS

DATE: / /

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VERSION 3 DISK888

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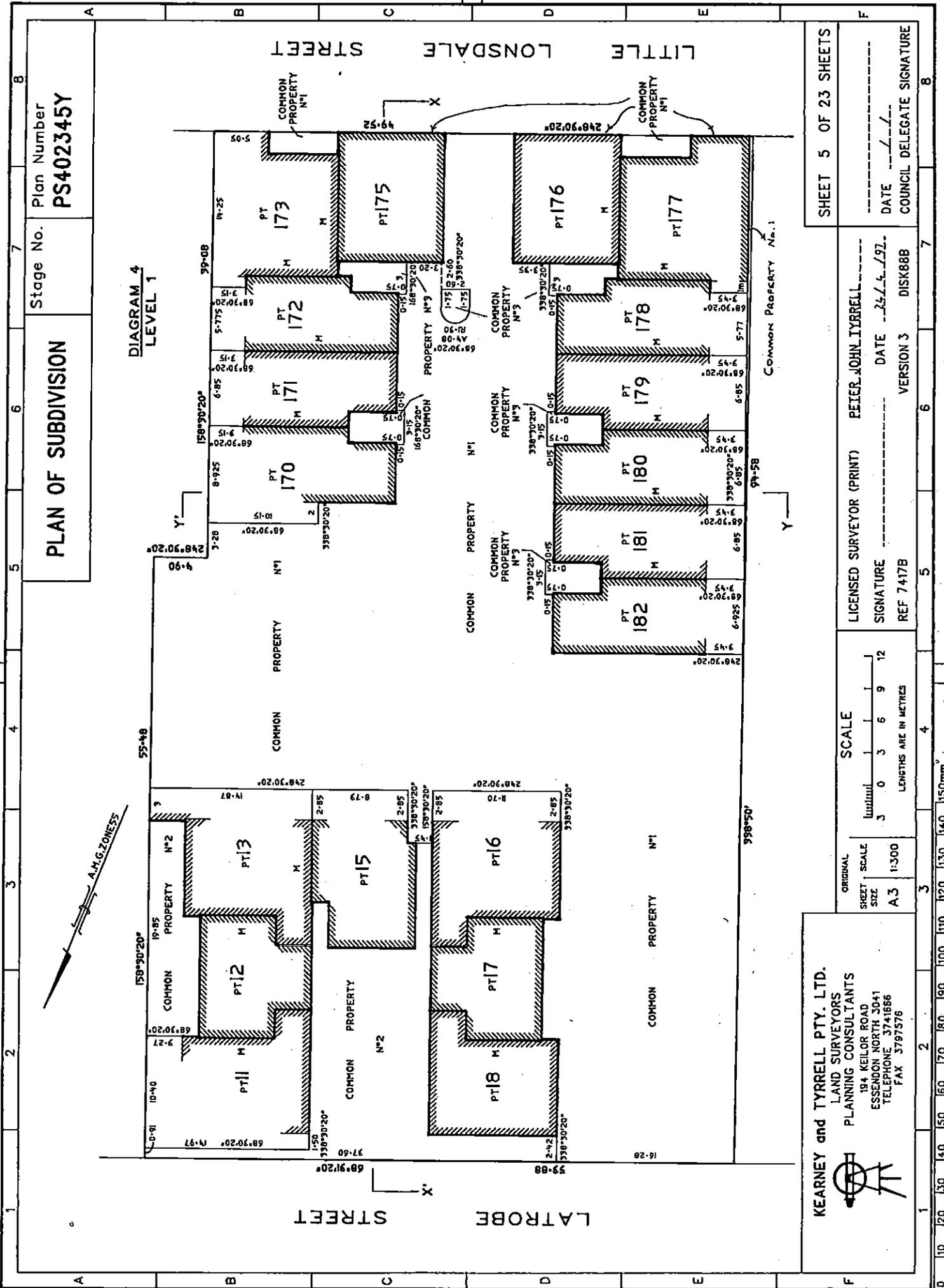
SHEET SIZE A3 1:300

SCALE 0 3 5 9 12

LENGTHS ARE IN METRES

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PS402345Y

PLAN OF SUBDIVISION

DIAGRAM 4  
LEVEL 1

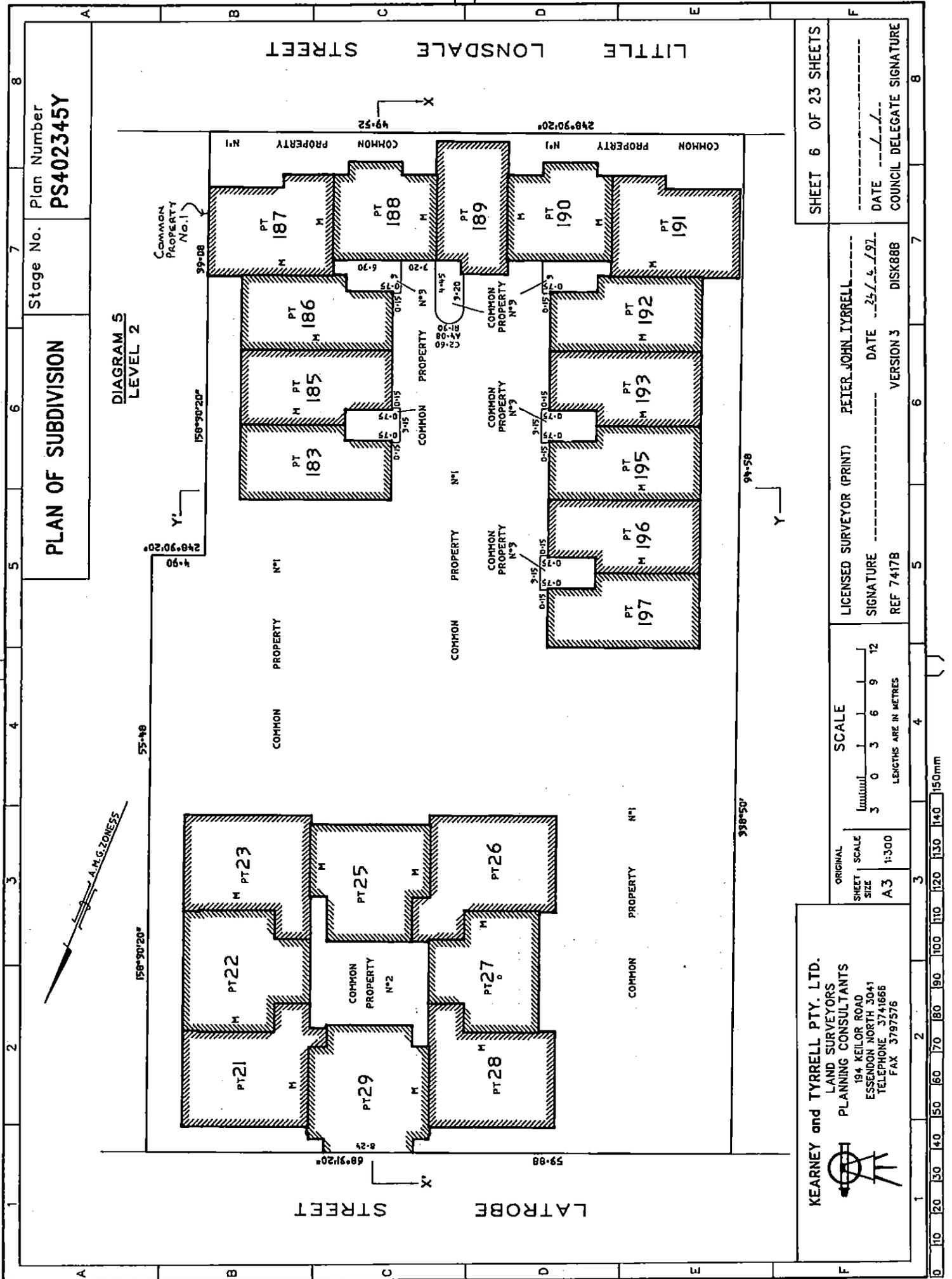
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DATE  
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DATE 24/11/97  
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ORIGINAL SCALE  
SHEET SCALE  
SIZE A3 1:300  
SCALE  
LENGTHS ARE IN METRES

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0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150mm
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SHEET 6 OF 23 SHEETS

DATE ---/---/---

COUNCIL DELEGATE SIGNATURE

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SIGNATURE

DATE 24/4/2012

VERSION 3

DISK888

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ORIGINAL SCALE 1:300

SHEET SIZE A3

SCALE

LENGTHS ARE IN METRES

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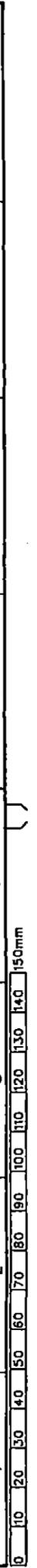
PLANNING CONSULTANTS

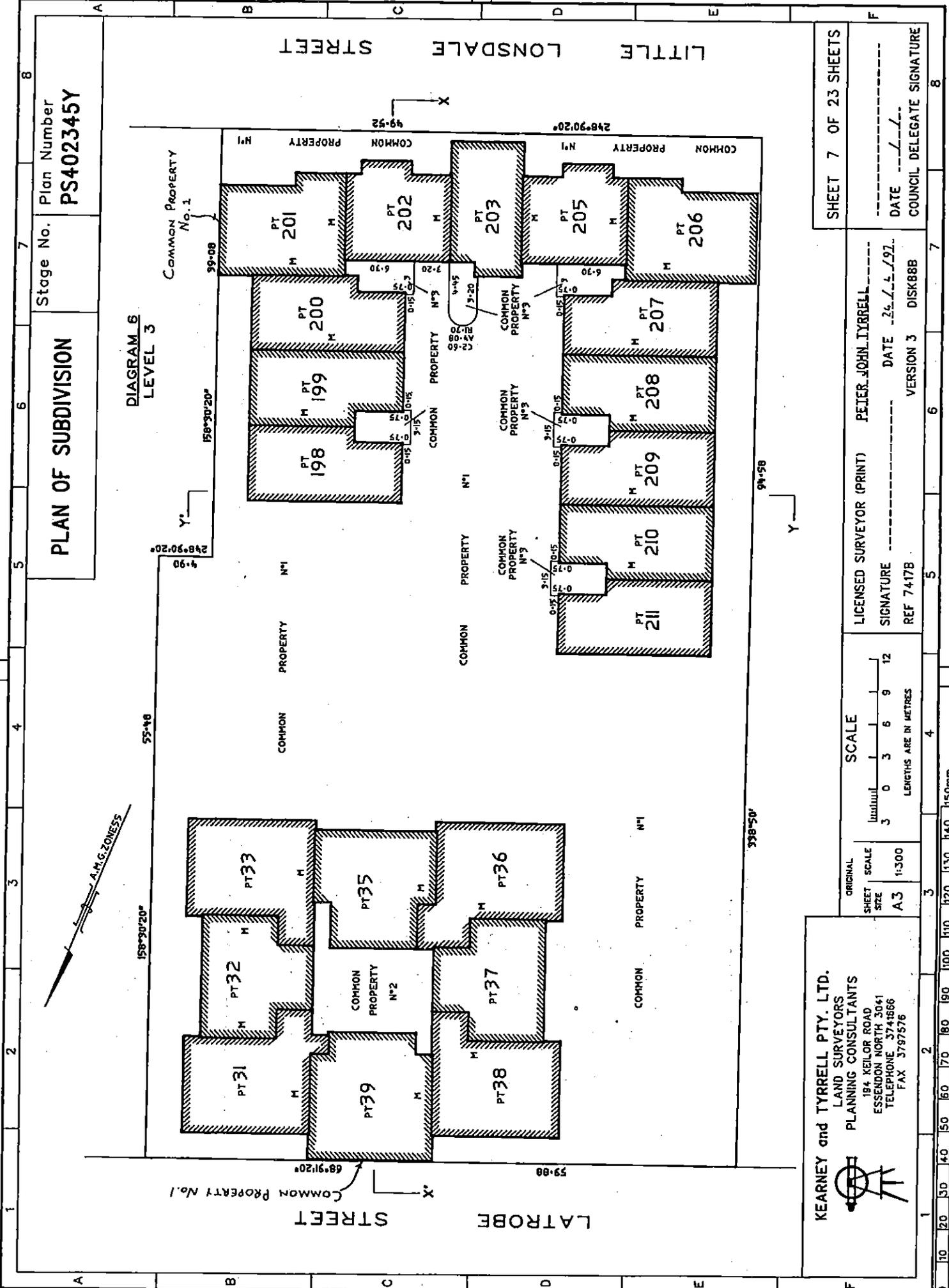
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PLAN OF SUBDIVISION

Stage No. PS402345Y

DIAGRAM 6  
LEVEL 3

SHEET 7 OF 23 SHEETS

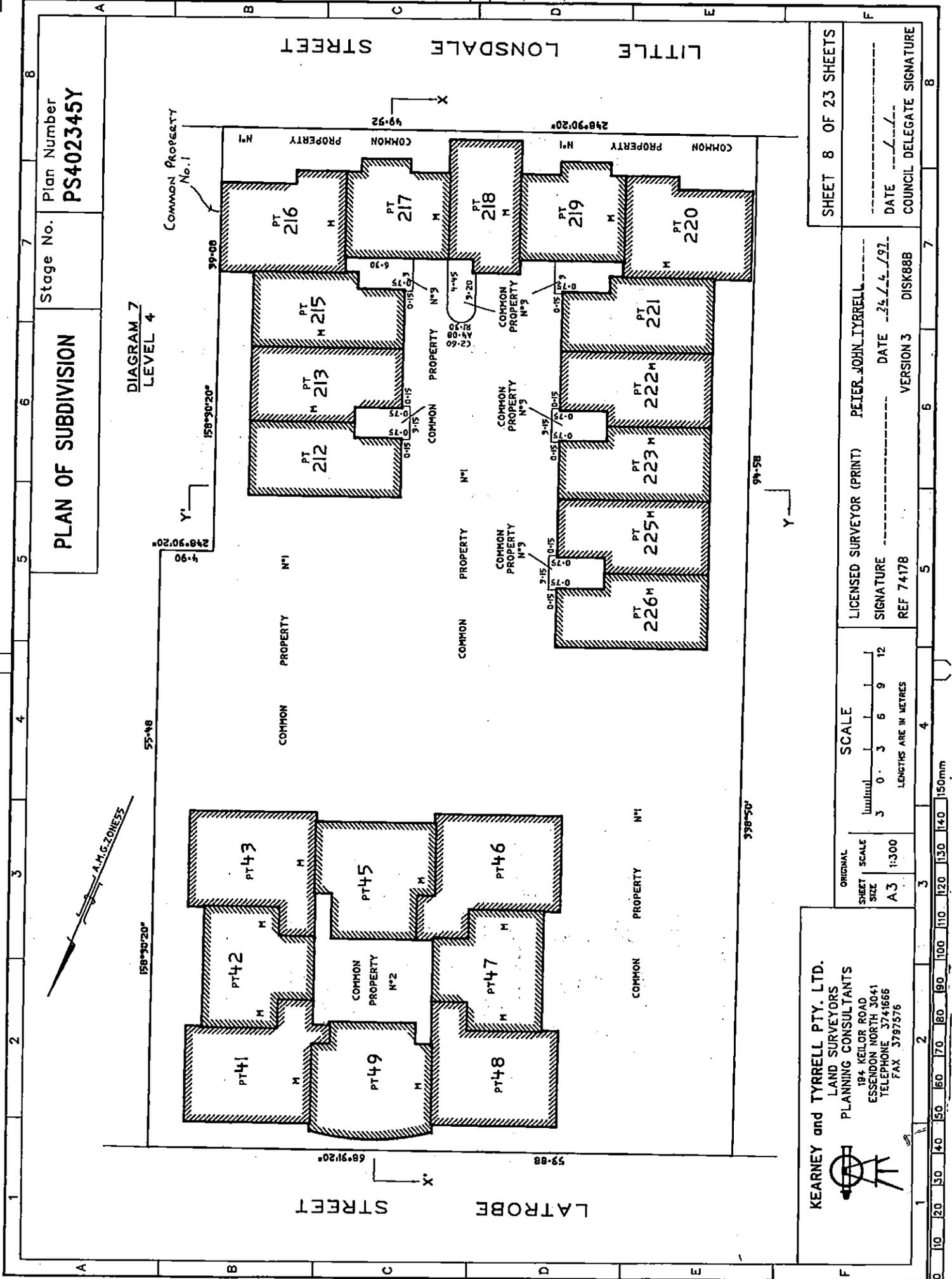
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REF 74178 VERSION 3 DISK88B

SCALE  
ORIGINAL SHEET SCALE 1:300  
SIZE A3  
LENGTHS ARE IN METRES

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0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm



**PLAN OF SUBDIVISION**

Stage No. **PS402345Y**

**DIAGRAM 7  
LEVEL 4**

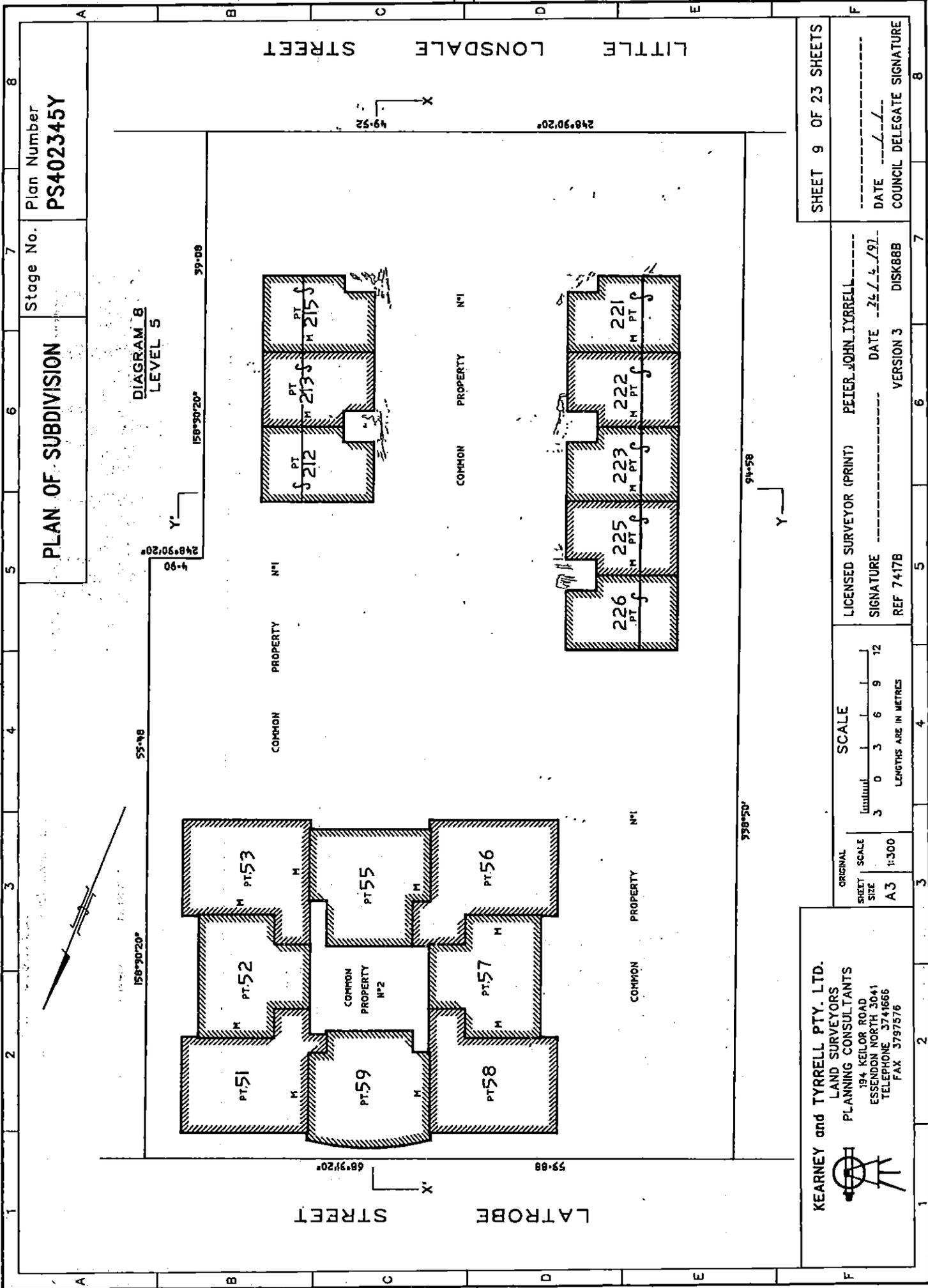
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DATE      /      /       
COUNCIL DELEGATE SIGNATURE     

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ORIGINAL SCALE       
SHEET SCALE       
SIZE A3  
1:300  
LENGTHS ARE IN METRES

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10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm



SHEET 9 OF 23 SHEETS

DATE 24/4/91

COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

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SIGNATURE \_\_\_\_\_ DATE 24/4/91

REF 7417B VERSION 3 DISK88B

SCALE

ORIGINAL SHEET SCALE SIZE A3 1:300

LENGTHS ARE IN METRES

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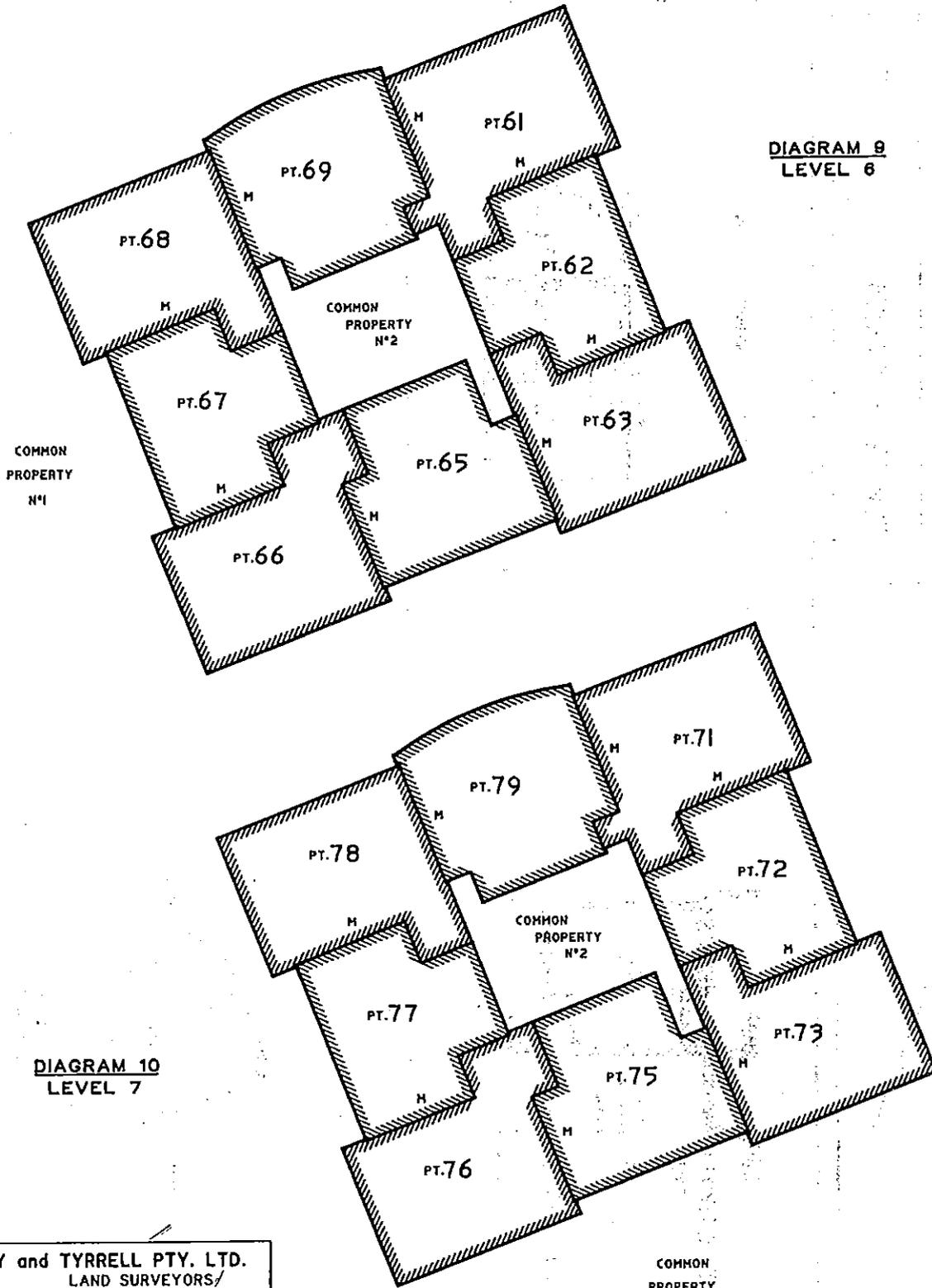
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0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

**PLAN OF SUBDIVISION**

Stage No.

Plan Number  
**PS402345Y**



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 TELEPHONE 93741668  
 FAX 93797576



COMMON  
PROPERTY  
N°1

SHEET 10 OF 23 SHEETS

ORIGINAL	SCALE	
SHEET SIZE		LENGTHS ARE IN METRES
A3	1:250	

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 SIGNATURE \_\_\_\_\_ DATE 24 / 4 / 91  
 REF 7417B VERSION 3 DISK88B

DATE \_\_\_\_\_  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

PLAN OF SUBDIVISION

Stage No.

Plan Number  
PS402345Y

DIAGRAM 11  
LEVEL 8

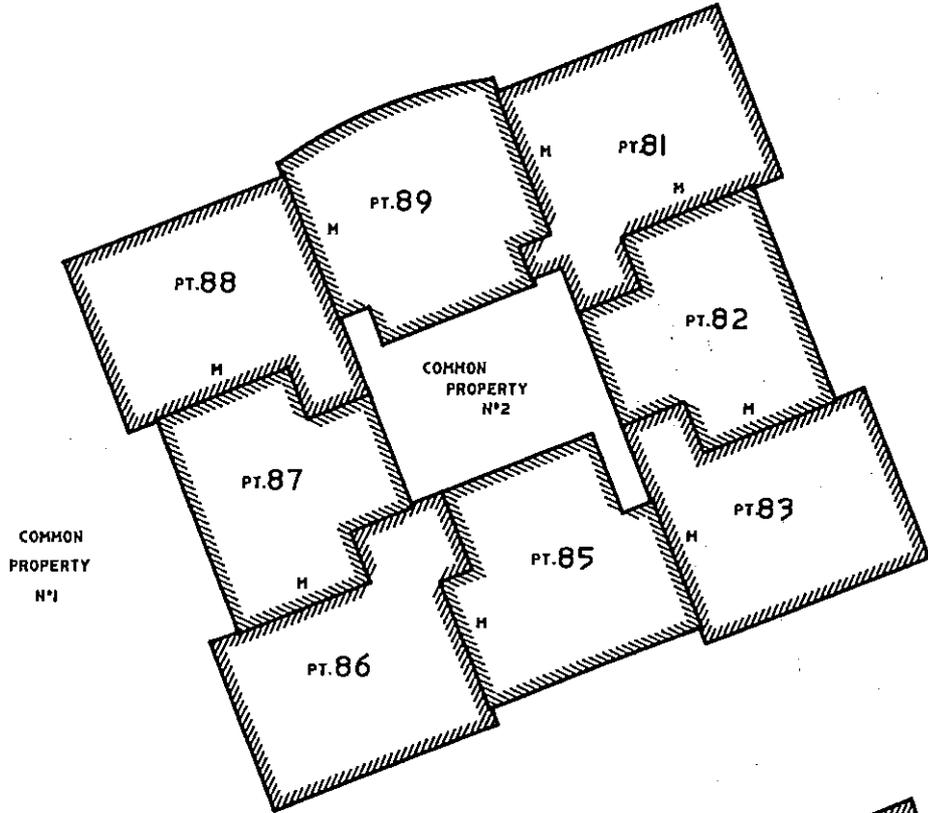
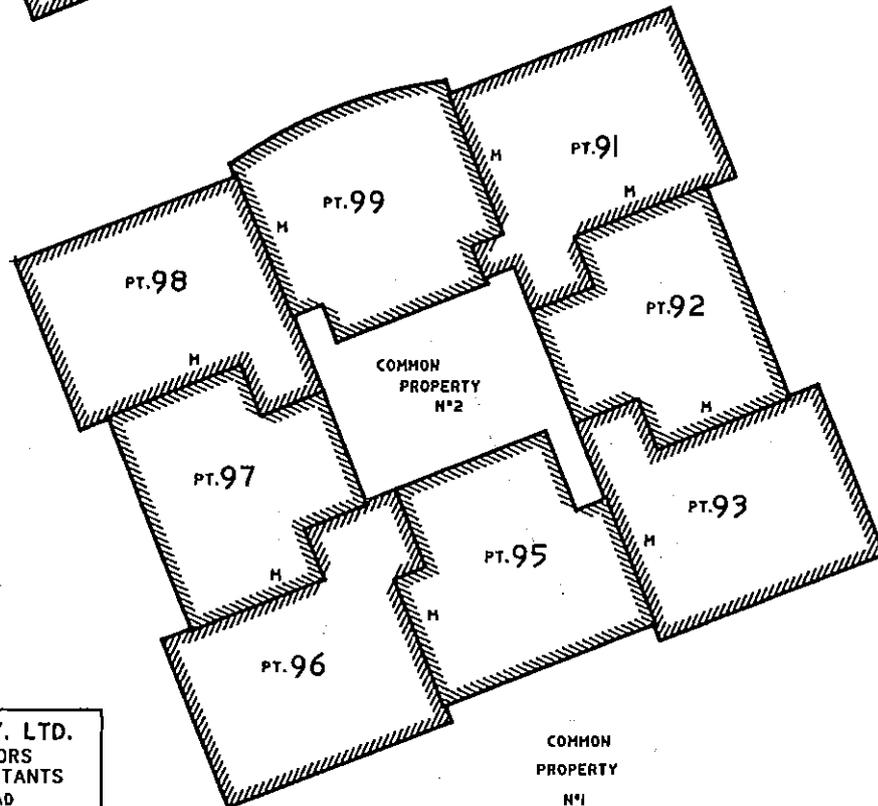
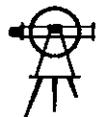


DIAGRAM 12  
LEVEL 9



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ORIGINAL	SCALE	
SHEET SIZE A3	SCALE 1:250	
		LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL  
 SIGNATURE \_\_\_\_\_ DATE 25/4/92  
 REF 7417B VERSION 3 DISK88B

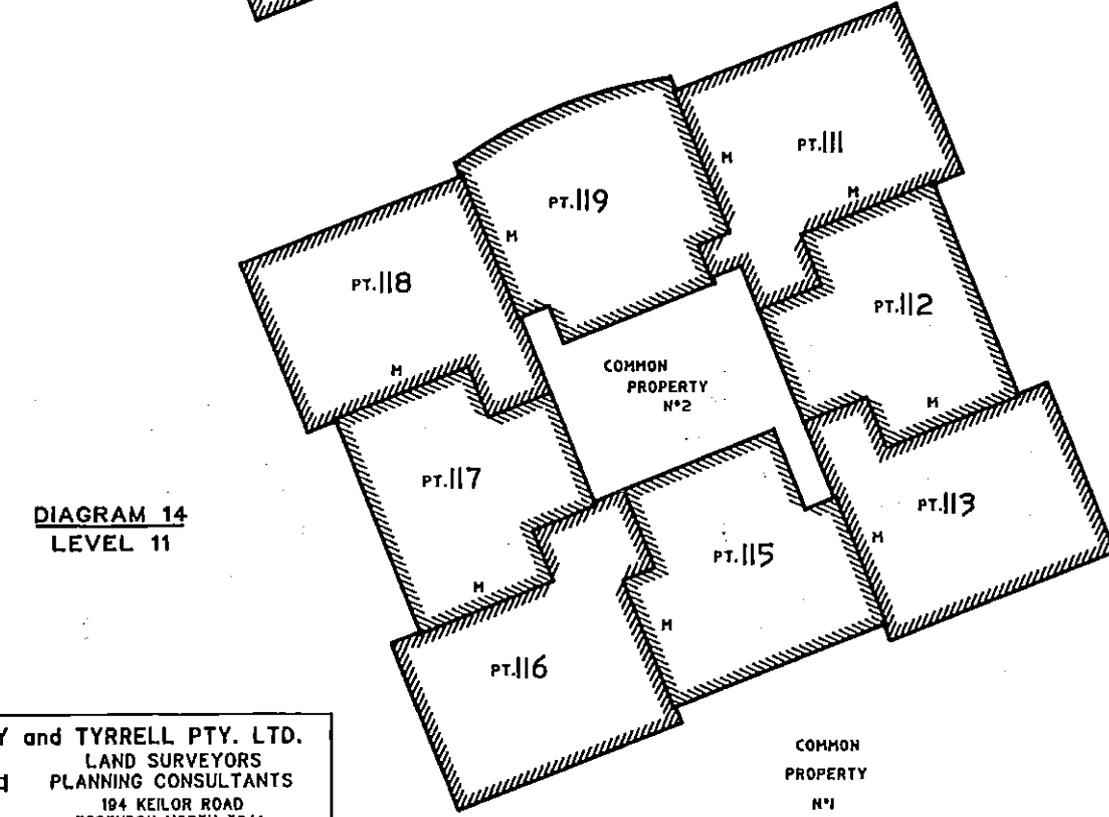
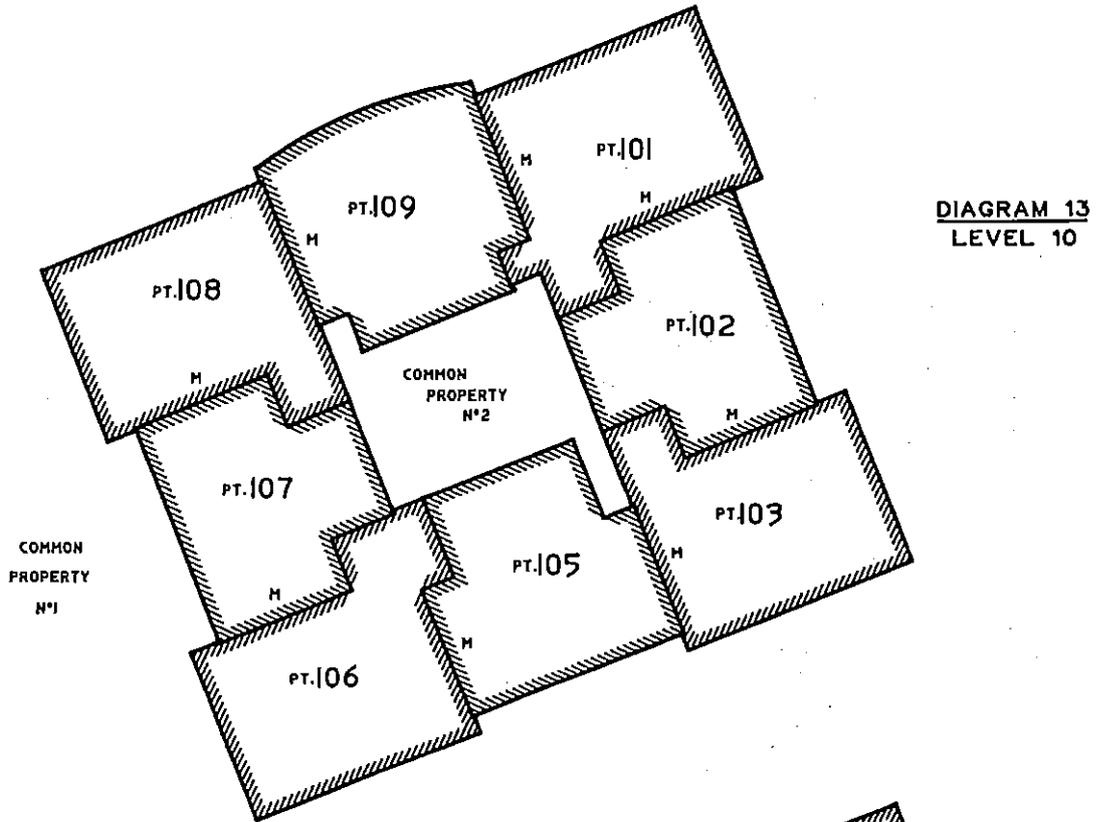
SHEET 11 OF 23 SHEETS

DATE \_\_\_\_\_  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

**PLAN OF SUBDIVISION**

Stage No.

Plan Number  
**PS402345Y**



**KEARNEY and TYRRELL PTY. LTD.**  
 LAND SURVEYORS  
 PLANNING CONSULTANTS  
 194 KEILOR ROAD  
 ESSENDON NORTH 3041  
 TELEPHONE 93741666  
 FAX 93797576

COMMON  
PROPERTY  
N°1

SHEET 12 OF 23 SHEETS

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:250

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL

SIGNATURE \_\_\_\_\_ DATE 24/4/91

REF 7417B VERSION 3 DISK88B

DATE \_\_\_\_\_  
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number  
PS402345Y

DIAGRAM 15  
LEVEL 12

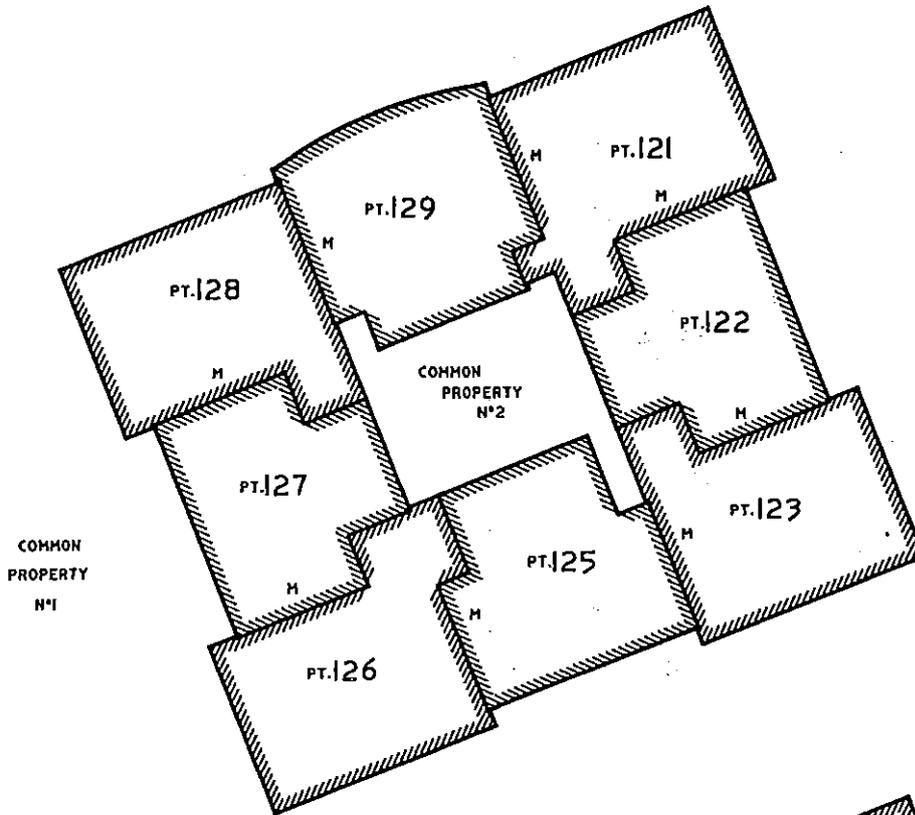
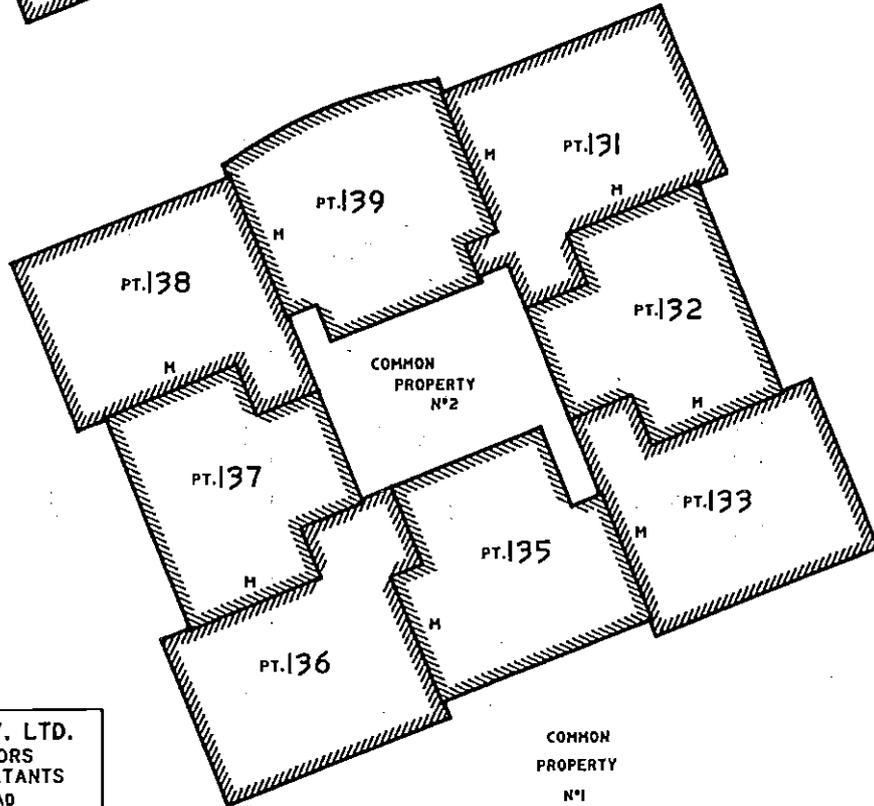


DIAGRAM 16  
LEVEL 13



**KEARNEY and TYRRELL PTY. LTD.**  
LAND SURVEYORS  
PLANNING CONSULTANTS  
194 KEILOR ROAD  
ESSENDON NORTH 3041  
TELEPHONE 93741666  
FAX 93787576



COMMON  
PROPERTY  
N°1

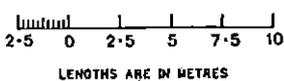
SHEET 13 OF 23 SHEETS

ORIGINAL

SCALE

SHEET SIZE  
A3

SCALE  
1:250



LICENSED SURVEYOR (PRINT)

PETER JOHN TYRRELL

SIGNATURE

DATE 24 / 4 / 92

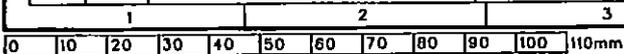
REF 7417B

VERSION 3

DISK88B

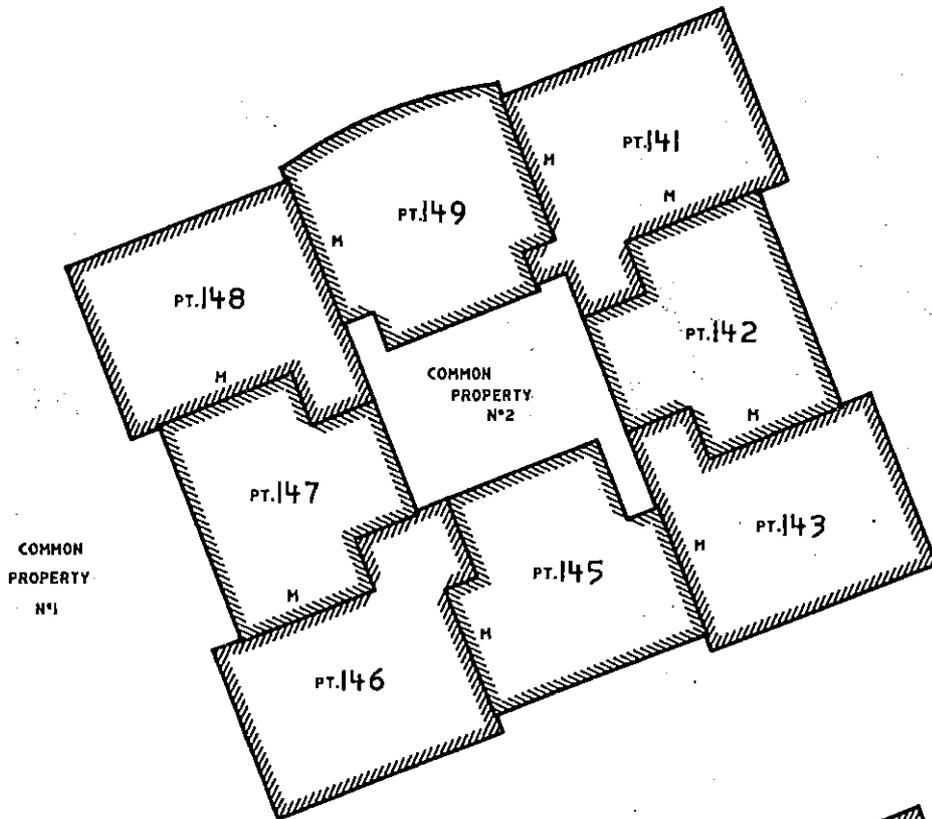
DATE / /

COUNCIL DELEGATE SIGNATURE

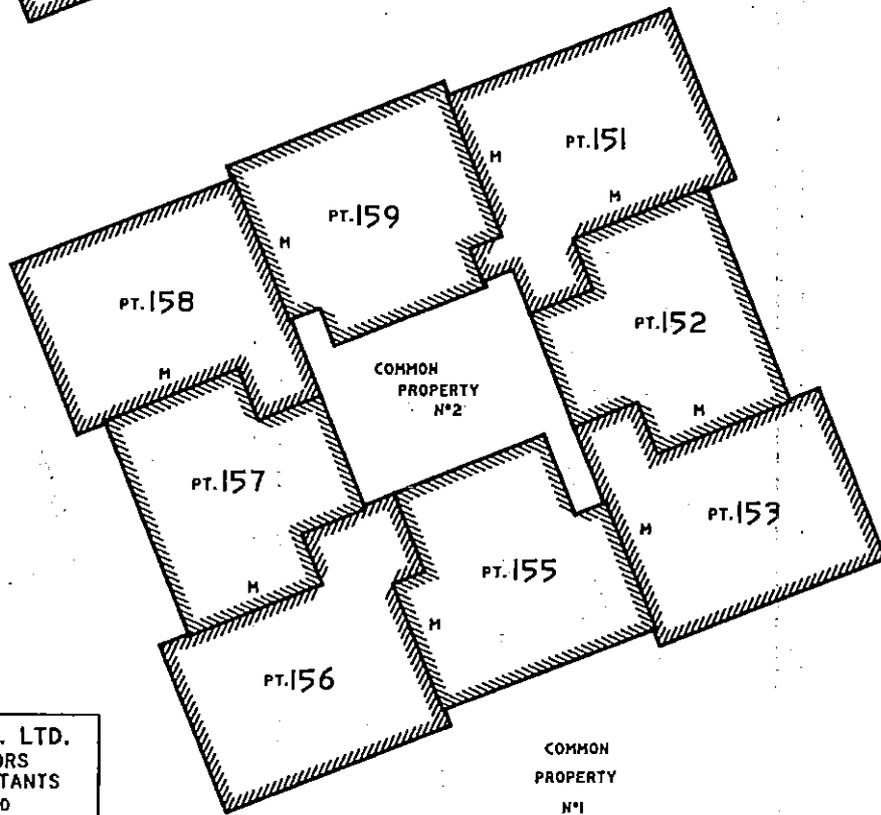


<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS402345Y</b>
----------------------------	-----------	---------------------------------

**DIAGRAM 17**  
LEVEL 14



**DIAGRAM 18**  
LEVEL 15



**KEARNEY and TYRRELL PTY. LTD.**  
 LAND SURVEYORS  
 PLANNING CONSULTANTS  
 194 KEILOR ROAD  
 ESSENDON NORTH 3041  
 TELEPHONE 93741666  
 FAX 93797576



COMMON  
PROPERTY  
N°1

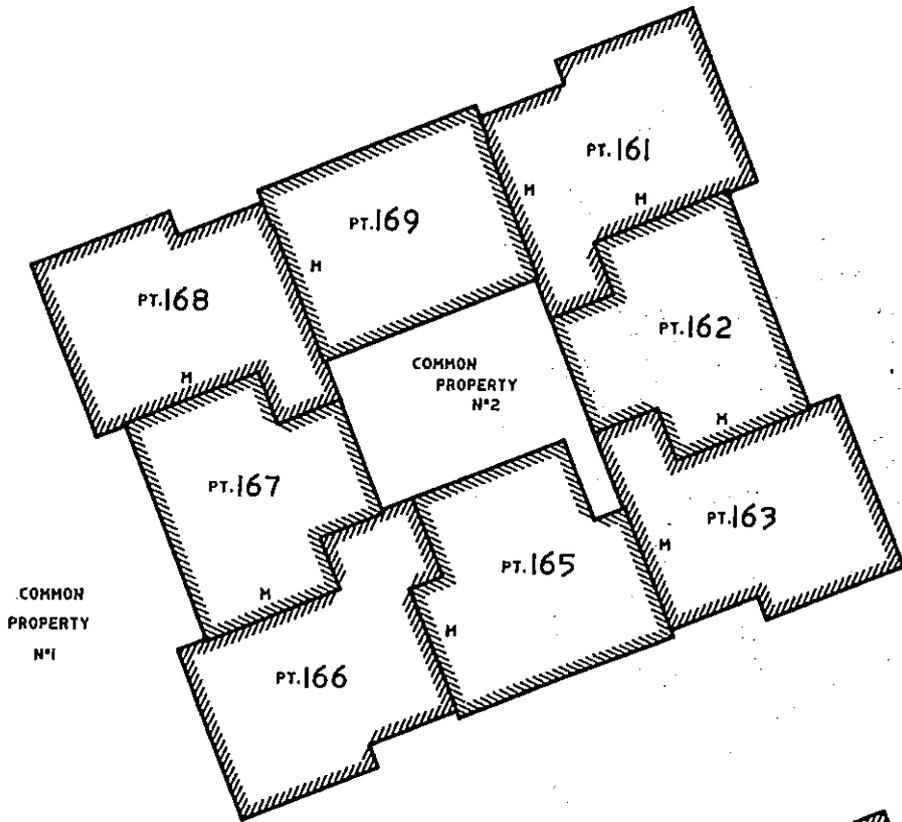
SHEET 14 OF 23 SHEETS

ORIGINAL	SCALE
SHEET SIZE A3	 LENGTHS ARE IN METRES
1:250	

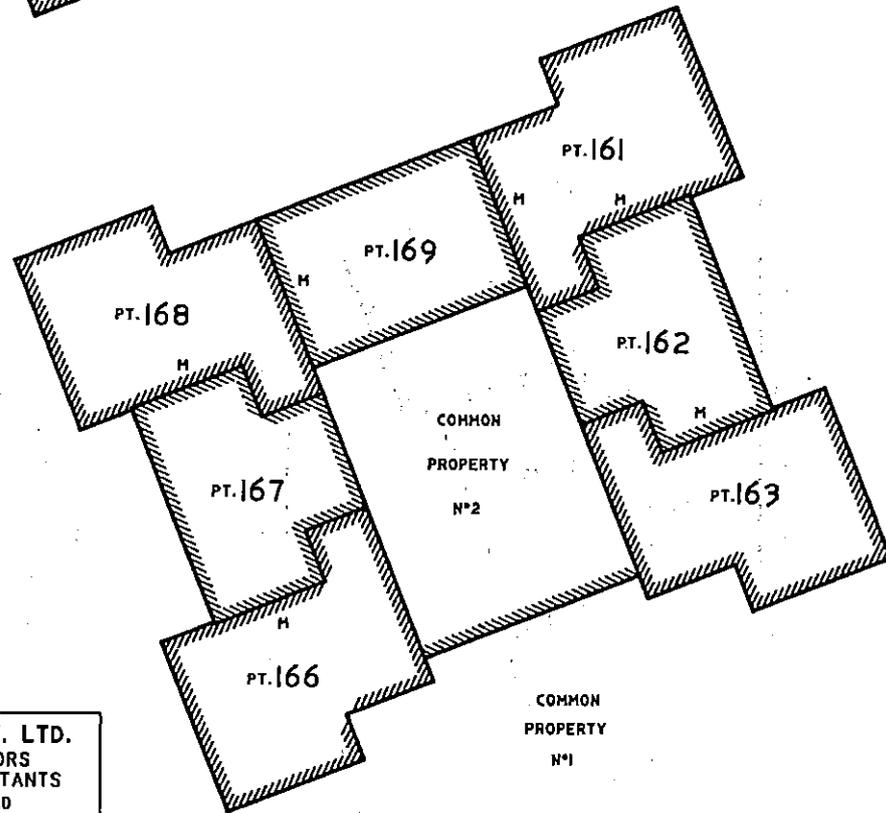
LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL  
 SIGNATURE \_\_\_\_\_ DATE 26/4/91  
 REF 7417B VERSION 3 DISK88B

DATE \_\_\_\_\_  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS402345Y</b>
----------------------------	-----------	---------------------------------



**DIAGRAM 19**  
**LEVEL 16**



**DIAGRAM 20**  
**LEVEL 17**

**KEARNEY and TYRRELL PTY. LTD.**  
 LAND SURVEYORS  
 PLANNING CONSULTANTS  
 194 KEILOR ROAD  
 ESSENDON NORTH 3041  
 TELEPHONE 93741668  
 FAX 93797576



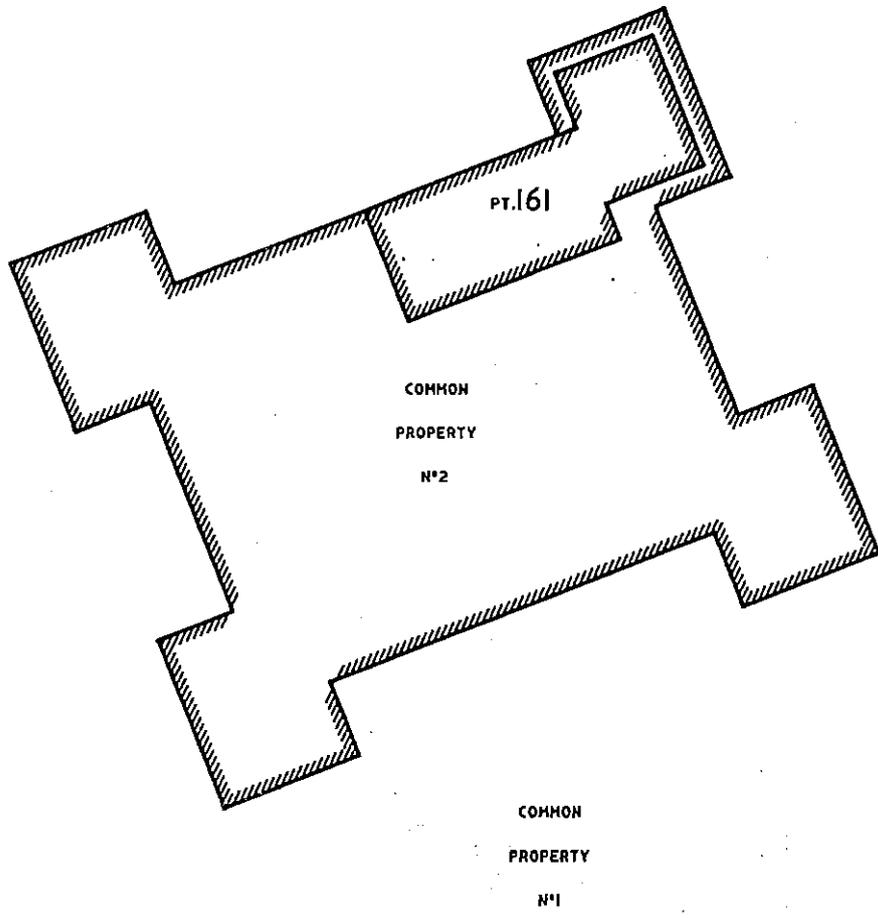
SHEET 15 OF 23 SHEETS

ORIGINAL	SCALE	
SHEET SIZE <b>A3</b>	SCALE 1:250	LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL  
 SIGNATURE \_\_\_\_\_ DATE 24/4/91  
 REF 7417B VERSION 3 DISK88B

DATE    /   /     
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

<b>PLAN OF SUBDIVISION</b>			Stage No.	Plan Number <b>PS402345Y</b>
----------------------------	--	--	-----------	---------------------------------



**DIAGRAM 21  
LEVEL 18**

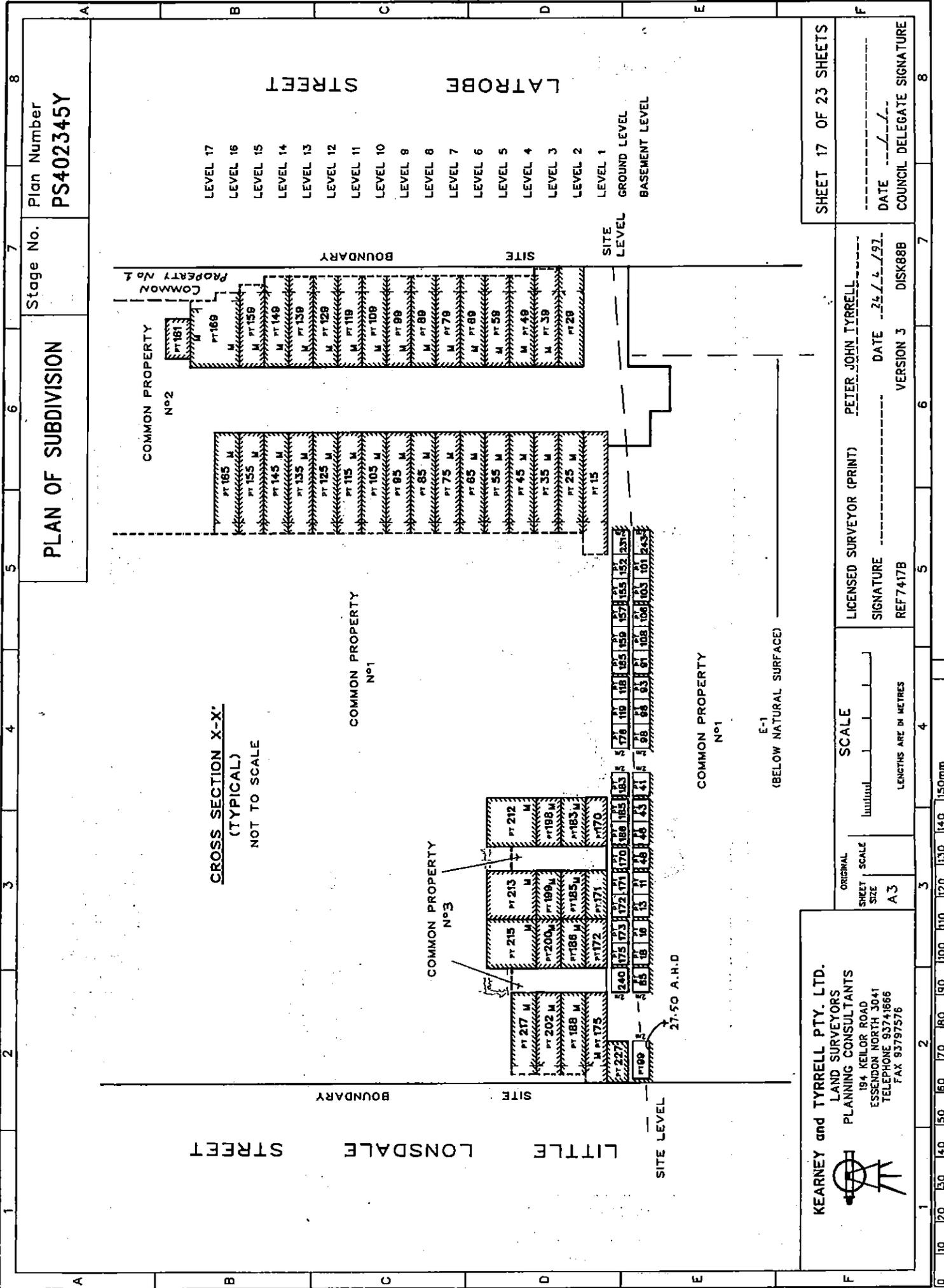
**KEARNEY and TYRRELL PTY. LTD.**  
 LAND SURVEYORS  
 PLANNING CONSULTANTS  
 194 KEILOR ROAD  
 ESSENDON NORTH 3041  
 TELEPHONE 93741666  
 FAX 93797578

**SHEET 16 OF 23 SHEETS**

ORIGINAL SCALE  
 SHEET SIZE A3 SCALE 1:250  
  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL  
 SIGNATURE \_\_\_\_\_ DATE 30/4/92  
 REF 7417B VERSION 3 DISK88B

DATE \_\_\_\_\_  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



Stage No. PS402345Y

PLAN OF SUBDIVISION

CROSS SECTION X-X'  
(TYPICAL)  
NOT TO SCALE

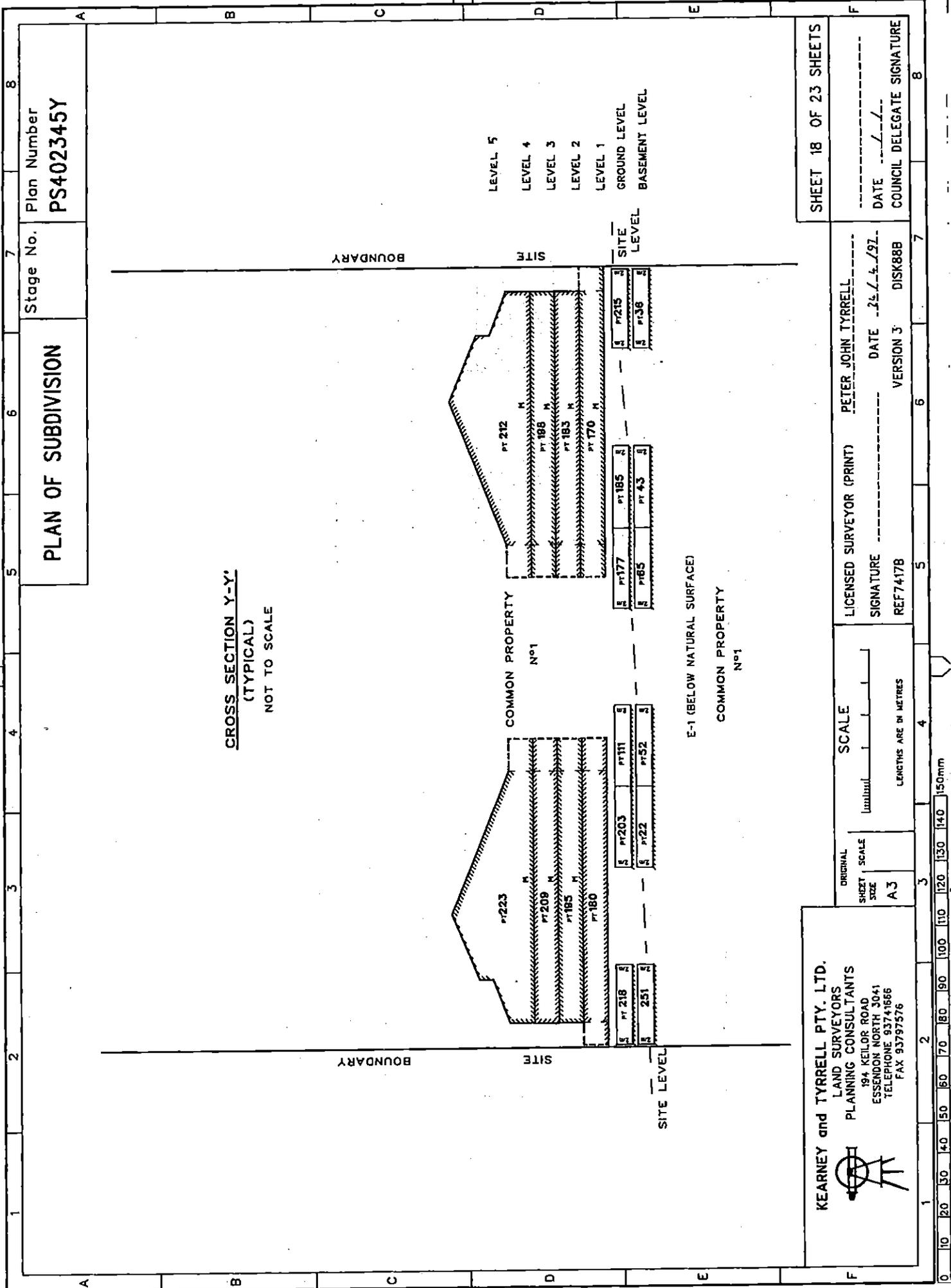
SHEET 17 OF 23 SHEETS  
DATE ---/---/---  
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL  
SIGNATURE \_\_\_\_\_ DATE 24/4/97  
VERSION 3 DISK88B REF 7417B

ORIGINAL SCALE  
SHEET SIZE A3  
LENGTHS ARE IN METRES

KEARNEY and TYRRELL PTY. LTD.  
LAND SURVEYORS  
PLANNING CONSULTANTS  
194 KEILOR ROAD  
ESSENDON NORTH 3041  
TELEPHONE 93741666  
FAX 93797576

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm



**CROSS SECTION Y-Y'**  
(TYPICAL)  
NOT TO SCALE

Plan Number  
**PS402345Y**

Stage No.

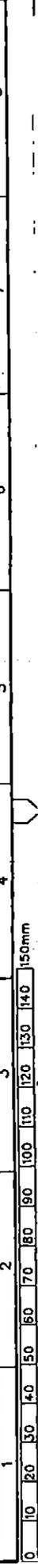
**PLAN OF SUBDIVISION**

SHEET 18 OF 23 SHEETS  
DATE ---/---/---  
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) PETER JOHN TYRRELL  
SIGNATURE  
REF7417B  
DATE 24.1.97  
VERSION 3 DISK88B

ORIGINAL SCALE  
SHEET SCALE  
SIZE A3  
LENGTHS ARE IN METRES

**KEARNEY and TYRRELL PTY. LTD.**  
LAND SURVEYORS  
PLANNING CONSULTANTS  
194 KEILOR ROAD  
ESSENDON NORTH 3041  
TELEPHONE 93741666  
FAX 93797576



PS402345Y

**Owners corporation information  
formerly contained on Sheets**

**19, 20, 21, 22, 23**

**of this plan is now available in the Owners  
Corporation Search Report**

**Sheets**

**20, 21, 22, 23**

**have been removed from this plan**





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 25/03/2025 01:25:26 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS402345Y**

The land in PS402345Y is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 2, 3, 7, 8, 11 - 13, 15 - 18, 21 - 23, 25 - 29, 31 - 33, 35 - 39, 41 - 43, 45 - 49, 51 - 53, 55 - 59, 61 - 63, 65 - 69, 71 - 73, 75 - 79, 81 - 83, 85 - 89, 91 - 93, 95 - 99, 101 - 103, 105 - 109, 111 - 113, 115 - 119, 121 - 123, 125 - 129, 131 - 133, 135 - 139, 141 - 143, 145 - 149, 151 - 153, 155 - 159, 161 - 163, 165 - 173, 175 - 183, 185 - 193, 195 - 203, 205 - 213, 215 - 223, 225 - 233, 235 - 237, 239 - 243, 245 - 253, 255 - 263, 265.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

MELBOURNE INNER CITY MANAGEMENT 85 QUEENSBRIDGE STREET SOUTHBANK VIC 3006

AD020889L 11/08/2004

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. V988349E 12/07/1999

### Additional Owners Corporation Information:

NIL

### Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Lot 2	120	120
Lot 3	120	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	120	120
Lot 8	150	150
Lot 11	150	150
Lot 12	120	120
Lot 13	150	150
Lot 15	120	120
Lot 16	150	150
Lot 17	120	120
Lot 18	150	150
Lot 21	150	150
Lot 22	120	120
Lot 23	150	150
Lot 25	120	120
Lot 26	150	150
Lot 27	120	120
Lot 28	150	150
Lot 29	120	120
Lot 31	150	150
Lot 32	120	120
Lot 33	150	150
Lot 35	120	120
Lot 36	150	150
Lot 37	120	120
Lot 38	150	150
Lot 39	120	120
Lot 41	150	150
Lot 42	120	120
Lot 43	150	150
Lot 45	120	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 46	150	150
Lot 47	120	120
Lot 48	150	150
Lot 49	120	120
Lot 51	150	150
Lot 52	120	120
Lot 53	150	150
Lot 55	120	120
Lot 56	150	150
Lot 57	120	120
Lot 58	150	150
Lot 59	120	120
Lot 61	150	150
Lot 62	120	120
Lot 63	150	150
Lot 65	120	120
Lot 66	150	150
Lot 67	120	120
Lot 68	150	150
Lot 69	120	120
Lot 71	150	150
Lot 72	120	120
Lot 73	150	150
Lot 75	120	120
Lot 76	150	150
Lot 77	120	120
Lot 78	150	150
Lot 79	120	120
Lot 81	150	150



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 82	120	120
Lot 83	150	150
Lot 85	120	120
Lot 86	150	150
Lot 87	120	120
Lot 88	150	150
Lot 89	120	120
Lot 91	150	150
Lot 92	120	120
Lot 93	150	150
Lot 95	120	120
Lot 96	150	150
Lot 97	120	120
Lot 98	150	150
Lot 99	120	120
Lot 101	150	150
Lot 102	120	120
Lot 103	150	150
Lot 105	120	120
Lot 106	150	150
Lot 107	120	120
Lot 108	150	150
Lot 109	120	120
Lot 111	150	150
Lot 112	120	120
Lot 113	150	150
Lot 115	120	120
Lot 116	150	150
Lot 117	120	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 118	150	150
Lot 119	120	120
Lot 121	150	150
Lot 122	120	120
Lot 123	150	150
Lot 125	120	120
Lot 126	150	150
Lot 127	120	120
Lot 128	150	150
Lot 129	120	120
Lot 131	150	150
Lot 132	120	120
Lot 133	150	150
Lot 135	120	120
Lot 136	150	150
Lot 137	120	120
Lot 138	150	150
Lot 139	120	120
Lot 141	150	150
Lot 142	120	120
Lot 143	150	150
Lot 145	120	120
Lot 146	150	150
Lot 147	120	120
Lot 148	150	150
Lot 149	120	120
Lot 151	150	150
Lot 152	120	120
Lot 153	150	150



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 155	120	120
Lot 156	150	150
Lot 157	120	120
Lot 158	150	150
Lot 159	120	120
Lot 161	210	210
Lot 162	180	180
Lot 163	180	180
Lot 165	120	120
Lot 166	180	180
Lot 167	180	180
Lot 168	180	180
Lot 169	180	180
Lot 170	120	120
Lot 171	120	120
Lot 172	120	120
Lot 173	150	150
Lot 175	120	120
Lot 176	120	120
Lot 177	150	150
Lot 178	120	120
Lot 179	120	120
Lot 180	120	120
Lot 181	120	120
Lot 182	120	120
Lot 183	120	120
Lot 185	120	120
Lot 186	120	120
Lot 187	150	150



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 188	120	120
Lot 189	120	120
Lot 190	120	120
Lot 191	150	150
Lot 192	120	120
Lot 193	120	120
Lot 195	120	120
Lot 196	120	120
Lot 197	120	120
Lot 198	120	120
Lot 199	120	120
Lot 200	120	120
Lot 201	150	150
Lot 202	120	120
Lot 203	120	120
Lot 205	120	120
Lot 206	150	150
Lot 207	120	120
Lot 208	120	120
Lot 209	120	120
Lot 210	120	120
Lot 211	120	120
Lot 212	150	150
Lot 213	150	150
Lot 215	150	150
Lot 216	150	150
Lot 217	120	120
Lot 218	120	120
Lot 219	120	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 220	150	150
Lot 221	150	150
Lot 222	150	150
Lot 223	150	150
Lot 225	150	150
Lot 226	150	150
Lot 227	60	60
Lot 228	90	90
Lot 229	10	10
Lot 230	20	20
Lot 231	10	10
Lot 232	10	10
Lot 233	10	10
Lot 235	10	10
Lot 236	10	10
Lot 237	10	10
Lot 239	10	10
Lot 240	10	10
Lot 241	20	20
Lot 242	10	10
Lot 243	10	10
Lot 245	10	10
Lot 246	10	10
Lot 247	10	10
Lot 248	10	10
Lot 249	10	10
Lot 250	10	10
Lot 251	10	10
Lot 252	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 253	10	10
Lot 255	10	10
Lot 256	10	10
Lot 257	10	10
Lot 258	10	10
Lot 259	10	10
Lot 260	10	10
Lot 261	10	10
Lot 262	10	10
Lot 263	10	10
Lot 265	10	10
<b>Total</b>	<b>25090.00</b>	<b>25090.00</b>

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

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 2**  
**PLAN NO. PS402345Y**

The land in PS402345Y is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 2, 3, 7, 8, 11 - 13, 15 - 18, 21 - 23, 25 - 29, 31 - 33, 35 - 39, 41 - 43, 45 - 49, 51 - 53, 55 - 59, 61 - 63, 65 - 69, 71 - 73, 75 - 79, 81 - 83, 85 - 89, 91 - 93, 95 - 99, 101 - 103, 105 - 109, 111 - 113, 115 - 119, 121 - 123, 125 - 129, 131 - 133, 135 - 139, 141 - 143, 145 - 149, 151 - 153, 155 - 159, 161 - 163, 165 - 169.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

33-47 LATROBE STREET MELBOURNE VIC 3000

PS402345Y 06/08/1997

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. W136634U 12/07/1999

### Additional Owners Corporation Information:

NIL

### Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 2	120	120
Lot 3	120	120
Lot 7	120	120
Lot 8	150	150



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 2  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 11	150	150
Lot 12	120	120
Lot 13	150	150
Lot 15	120	120
Lot 16	150	150
Lot 17	120	120
Lot 18	150	150
Lot 21	150	150
Lot 22	120	120
Lot 23	150	150
Lot 25	120	120
Lot 26	150	150
Lot 27	120	120
Lot 28	150	150
Lot 29	120	120
Lot 31	150	150
Lot 32	120	120
Lot 33	150	150
Lot 35	120	120
Lot 36	150	150
Lot 37	120	120
Lot 38	150	150
Lot 39	120	120
Lot 41	150	150
Lot 42	120	120
Lot 43	150	150
Lot 45	120	120
Lot 46	150	150
Lot 47	120	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 2  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 48	150	150
Lot 49	120	120
Lot 51	150	150
Lot 52	120	120
Lot 53	150	150
Lot 55	120	120
Lot 56	150	150
Lot 57	120	120
Lot 58	150	150
Lot 59	120	120
Lot 61	150	150
Lot 62	120	120
Lot 63	150	150
Lot 65	120	120
Lot 66	150	150
Lot 67	120	120
Lot 68	150	150
Lot 69	120	120
Lot 71	150	150
Lot 72	120	120
Lot 73	150	150
Lot 75	120	120
Lot 76	150	150
Lot 77	120	120
Lot 78	150	150
Lot 79	120	120
Lot 81	150	150
Lot 82	120	120
Lot 83	150	150



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 25/03/2025 01:25:26 PM

OWNERS CORPORATION 2  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 85	120	120
Lot 86	150	150
Lot 87	120	120
Lot 88	150	150
Lot 89	120	120
Lot 91	150	150
Lot 92	120	120
Lot 93	150	150
Lot 95	120	120
Lot 96	150	150
Lot 97	120	120
Lot 98	150	150
Lot 99	120	120
Lot 101	150	150
Lot 102	120	120
Lot 103	150	150
Lot 105	120	120
Lot 106	150	150
Lot 107	120	120
Lot 108	150	150
Lot 109	120	120
Lot 111	150	150
Lot 112	120	120
Lot 113	150	150
Lot 115	120	120
Lot 116	150	150
Lot 117	120	120
Lot 118	150	150
Lot 119	120	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 25/03/2025 01:25:26 PM

OWNERS CORPORATION 2  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 121	150	150
Lot 122	120	120
Lot 123	150	150
Lot 125	120	120
Lot 126	150	150
Lot 127	120	120
Lot 128	150	150
Lot 129	120	120
Lot 131	150	150
Lot 132	120	120
Lot 133	150	150
Lot 135	120	120
Lot 136	150	150
Lot 137	120	120
Lot 138	150	150
Lot 139	120	120
Lot 141	150	150
Lot 142	120	120
Lot 143	150	150
Lot 145	120	120
Lot 146	150	150
Lot 147	120	120
Lot 148	150	150
Lot 149	120	120
Lot 151	150	150
Lot 152	120	120
Lot 153	150	150
Lot 155	120	120
Lot 156	150	150



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 25/03/2025 01:25:26 PM

OWNERS CORPORATION 2  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 157	120	120
Lot 158	150	150
Lot 159	120	120
Lot 161	210	210
Lot 162	180	180
Lot 163	180	180
Lot 165	120	120
Lot 166	180	180
Lot 167	180	180
Lot 168	180	180
Lot 169	180	180
<b>Total</b>	<b>18000.00</b>	<b>18000.00</b>

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

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 25/03/2025 01:25:26 PM

**OWNERS CORPORATION 3**  
**PLAN NO. PS402345Y**

The land in PS402345Y is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 3, Lots 170 - 173, 175 - 183, 185 - 193, 195 - 203, 205 - 213, 215 - 223, 225, 226.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

22-48 LITTLE LONSDALE STREET MELBOURNE VIC 3000

PS402345Y 06/08/1997

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. W136635R 12/07/1999

### Additional Owners Corporation Information:

NIL

### Notations:

Folio of the Register for Common Property No. 3 is in the name of Owners Corporation 1. Members of Owners Corporation 3 are also affected by Owners Corporation 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 170	120	120
Lot 171	120	120
Lot 172	120	120
Lot 173	150	150
Lot 175	120	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 25/03/2025 01:25:26 PM

OWNERS CORPORATION 3  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 176	120	120
Lot 177	150	150
Lot 178	120	120
Lot 179	120	120
Lot 180	120	120
Lot 181	120	120
Lot 182	120	120
Lot 183	120	120
Lot 185	120	120
Lot 186	120	120
Lot 187	150	150
Lot 188	120	120
Lot 189	120	120
Lot 190	120	120
Lot 191	150	150
Lot 192	120	120
Lot 193	120	120
Lot 195	120	120
Lot 196	120	120
Lot 197	120	120
Lot 198	120	120
Lot 199	120	120
Lot 200	120	120
Lot 201	150	150
Lot 202	120	120
Lot 203	120	120
Lot 205	120	120
Lot 206	150	150
Lot 207	120	120



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 25/03/2025 01:25:26 PM

OWNERS CORPORATION 3  
PLAN NO. PS402345Y

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 208	120	120
Lot 209	120	120
Lot 210	120	120
Lot 211	120	120
Lot 212	150	150
Lot 213	150	150
Lot 215	150	150
Lot 216	150	150
Lot 217	120	120
Lot 218	120	120
Lot 219	120	120
Lot 220	150	150
Lot 221	150	150
Lot 222	150	150
Lot 223	150	150
Lot 225	150	150
Lot 226	150	150
<b>Total</b>	<b>6600.00</b>	<b>6600.00</b>

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

Statement End.



Greater Western Water



677089-001 000275(1103) D022

MR W C WU

UN 219/28 LITTLE LONSDALE STREET  
MELBOURNE VIC 3000



Get your bill delivered straight to your inbox

Go to [gww.com.au](http://gww.com.au) to switch to e-bills.

Account number

24145 01000

Tax Invoice 241771490507

Date of Issue 17 Feb 2025

Service address

Un 219/28 Little Lonsdale Street,  
Melbourne  
VIC, 3000

Amount to pay

**\$834.29**

Previous bill	\$601.13
Payments received	\$0.00
Balance	\$601.13
Current charges	\$233.16
<b>Total charges</b>	<b>\$834.29</b>

Pay by

**11 Apr 2025**

Having trouble paying your bill?

Call us on **13 44 99** or visit [gww.com.au/accounts-billing](http://gww.com.au/accounts-billing)

Please see page 2 for detailed information

### Drinking Water

Average daily use

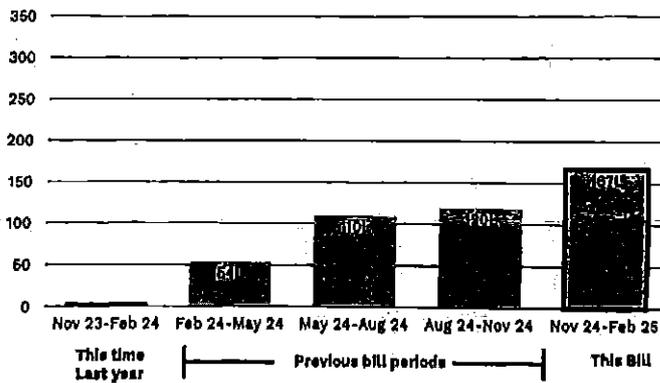
**167L**

Average daily spend

**\$0.59**

Average total water usage (litres per day)

### Your household water usage



### Payment options

Greater Western Water ABN 70 066 902 467



#### Direct debit

Set up direct debit at [gww.com.au](http://gww.com.au) or call **13 44 99**



#### BPAY

Bill code: **8789**  
Ref: **24145010001**  
Go to [bpay.com.au](http://bpay.com.au)

© Registered to BPAY Pty Ltd

ABN 69 079 137 618



#### Credit card

Pay by credit card at [gww.com.au](http://gww.com.au) or call **13 44 99**



#### Post Billpay

Australia Post  
Billpay code: **0362**  
Ref: **0241 4501 0008**

Pay at any post office, by phone **13 18 16**, at [postbillpay.com.au](http://postbillpay.com.au), or via AusPost app

#### Centrepay

Make regular deductions from your Centrelink payments.  
Call **13 44 99** or visit [centrelink.gov.au](http://centrelink.gov.au)  
Greater Western Water reference: **555-054-071-L**  
Your account number: **24145 01000**





# Final Notice 2024 - 2025



022 01164

W C Wu  
Unit 219  
28 Little Lonsdale St  
MELBOURNE VIC 3000

Assessment no. 32664 5

Date of issue 11 Mar 2025

### QUESTIONS?

Web: [melbourne.vic.gov.au/rates](http://melbourne.vic.gov.au/rates)  
Email: [rates@melbourne.vic.gov.au](mailto:rates@melbourne.vic.gov.au)  
Phone: 03 9658 9658  
Business hours, Monday to Friday

### DUE DATE

21 Mar 2025

### AMOUNT DUE

\$7,606.11

Property Unit 219, 28 Little Lonsdale Street, MELBOURNE VIC 3000

Current Rates	\$823.15
Fire Services Property Levy	\$169.85
Waste Charge	\$145.00
Arrears	\$6,099.76
Interest	\$368.35

Payments after 3 March 2025 are not included on this notice

Interest will be charged at 10% on late payments

## Payment methods

Assessment no. 32664 5

Property Unit 219, 28 Little Lonsdale Street, MELBOURNE VIC 3000



Billers code: 79616  
Ref: 10326645

By mail\* this payment via internet or phone banking  
By mail View\* - View and pay this bill using internet banking.  
By mail View Registration No.: 10326645  
Credit cards not accepted.



Direct debit Credit cards not accepted.  
To apply call 03 9658 9658 or visit  
[melbourne.vic.gov.au/rates](http://melbourne.vic.gov.au/rates)



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



Telephone 1300 130 453  
Internet [melbourne.vic.gov.au/rates](http://melbourne.vic.gov.au/rates)



By mail  
City of Melbourne  
GPO Box 1839 Melbourne 3001  
Council will not be responsible for late  
postal deliveries.



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

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

Due Date 21 Mar 2025  
Amount Due \$7,606.11



In person  
Melbourne Town Hall  
90-130 Swanston St, Melbourne 3000  
Business hours, Monday to Friday.  
Cash payments not accepted.  
Card payment available.



\*3397 0891 0010326645 38

+10032664500000> +000891+ <0000000000> <0000760611> +444+

William Wu  
7 Clausen Drive  
ROWVILLE VIC 3168

M I C M

11 055 248 025  
Date of Notice 05/03/2025

# OWNERS CORPORATION REMINDER NOTICE

Owners Corporations Act 2006 Section 31  
Owners Corporation Regulations 2018 and Owners Corporation Rules

**RE: Lot 219, Unit 219, 28 Little Lonsdale Street  
MELBOURNE VIC 3000**

Due Date	Ref.	Details	Admin	Maintenance	Int/Disc	Paid	Due
01/12/2024	8350	Standard Fee City Gate OC 1 (01/12/24 - 28/02/25)	\$915.38	\$201.27	\$28.75	\$0.00	\$1,145.40
13/12/2024	8589	Charge for final notice dated 13/12/2024	\$55.00	\$0.00	\$0.00	\$0.00	\$55.00
14/01/2025	8595	Charge for legal notice dated 14/01/2025	\$110.00	\$0.00	\$0.00	\$0.00	\$110.00
01/03/2025	8988	Standard Fee City Gate - Garden Apartments OC 3 (01/03/25 - 31/05/25)	\$70.40	\$207.39	\$0.00	\$0.00	\$277.79
01/03/2025	8772	Standard Fee City Gate OC 1 (01/03/25 - 31/05/25)	\$915.38	\$201.27	\$0.00	\$0.00	\$1,116.65
							<b>Total Amount Due</b>
							<b>\$6,138.87</b>

Penalty Interest will accrue daily for overdue fees and charges by 10.00% per annum until paid  
The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC).  
This rate is subject to change.



## Payment Methods



### CARD OR DIRECT DEBIT

DEFT Reference Number  
291182186 22125

Visit [deft.com.au](http://deft.com.au) to pay by card or direct debit.  
Payments may attract a surcharge.

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518.



### BPAY

Billers Code: 96503  
Ref: 291182186 22125

Mobile & Internet Banking - BPAY  
Make this payment from your preferred bank account.



### POST BILLPAY



\*496 291182186 22125  
Pay in-store at Australia Post by eftpos or  
cheque.  
Cheques payable to CITY GATE OC 402345Y

Melbourne Inner City Management Pty Ltd  
ABN 39 060 312 012  
Director Sally Purcell - Licensed Estate Agent

Head Office T (+613) 9697 8888  
178 City Road, W [mcm.com.au](http://mcm.com.au)  
Southbank VIC 3006

William Wu  
7 Clausen Drive  
ROWVILLE VIC 3168

M I C M

11 055 248 025  
Date of Notice 05/03/2025

# OWNERS CORPORATION REMINDER NOTICE

Owners Corporations Act 2006 Section 31  
Owners Corporation Regulations 2018 and Owners Corporation Rules

**RE: Lot 219, Unit 219, 28 Little Lonsdale Street  
MELBOURNE VIC 3000**

Due Date	Ref.	Details	Admin	Maintenance	Int/Disc	Paid	Due
01/06/2024	7739	Standard Fee City Gate - Garden Apartments OC 3 (01/06/24 - 31/08/24)	\$73.75	\$207.39	\$21.34	\$0.00	\$302.48
01/06/2024	7091	Standard Fee City Gate OC 1 (01/06/24 - 31/08/24)	\$958.97	\$222.83	\$89.69	\$0.00	\$1,271.49
01/09/2024	8160	Standard Fee City Gate - Garden Apartments OC 3 (01/09/24 - 30/11/24)	\$70.40	\$207.39	\$14.08	\$0.00	\$291.87
01/09/2024	7944	Standard Fee City Gate OC 1 (01/09/24 - 30/11/24)	\$915.38	\$201.27	\$56.60	\$0.00	\$1,173.25
16/10/2024	8173	Letter of Demand	\$110.00	\$0.00	\$0.00	\$0.00	\$110.00
01/12/2024	8566	Standard Fee City Gate - Garden Apartments OC 3 (01/12/24 - 28/02/25)	\$70.40	\$207.39	\$7.15	\$0.00	\$284.94

Penalty Interest will accrue daily for overdue fees and charges by 10.00% per annum until paid  
The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC).  
This rate is subject to change.



## Payment Methods



### CARD OR DIRECT DEBIT

DEFT Reference Number  
291182186 22125

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Cheques payable to CITY GATE OC 402345Y

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Director Sally Purcell - Licensed Estate Agent

Head Office  
178 City Road,  
Southbank VIC 3006

T (+613) 9697 8888  
W [mcm.com.au](http://mcm.com.au)

## Certificate of Currency Residential Strata Insurance Plan

<b>Policy No</b>	HS0006091400
<b>Policy Wording</b>	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	31/08/2024 to 31/12/2024 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 402345Y
<b>Situation</b>	33 LA TROBE STREET MELBOURNE VIC 3000
<b>Additional description</b>	FULL RISK ADDRESS: 33 LATROBE AND 28 LT LONSDALE ST MELBOURNE, VICTORIA 3000

### Cover Selected

		Sum Insured
Section 1	Insured Property	
	Building	\$138,159,676
	Common Area Contents	\$1,381,596
	Loss of Rent & Temporary Accommodation (total payable)	\$20,723,951
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$20,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Fidelity Guarantee	\$250,000
Section 5	Office Bearers' Legal Liability	\$10,000,000
Section 6	Machinery Breakdown	\$250,000
Section 7	Catastrophe Insurance	
	Sum Insured	\$20,723,951
	Extended Cover - Loss of Rent & Temporary Accommodation	\$3,108,592
	Escalation in Cost of Temporary Accommodation	\$1,036,197
	Cost of Removal, Storage and Evacuation	\$1,036,197
Section 8	Government Audit Costs and Legal Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is included.

### ACP Endorsement

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

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, including 'Aluminium Composite Panels' (ACP) or 'Expanded Polystyrene' (EPS), affixed to buildings as defined under 'Section 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

### The Table of Benefits Section 3 Voluntary Workers is replaced by

Insured event	Benefit
1 Death	\$200,000
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source - a benefit not exceeding	\$2,000

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

**Flex+ Optional Benefits**

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Electricity, Gas, Water and Similar Charges - unauthorised use	Selected
Funeral Expenses	Selected
Modifications	Selected
Money	Selected
Mortgage Discharge	Selected
Pets, Security Dogs	Selected
Removal of Squatters	Selected
Court appearance	Selected

Date Printed

30/08/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM 8026 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

# MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION 1 PLAN NO. PS402345Y  
OWNERS CORPORATION 2 PLAN NO. PS402345Y  
OWNERS CORPORATION 3 PLAN NO. PS402345Y  
CITY GATE



---

ADDRESS	28 Little Lonsdale Street & 33 Latrobe Street, Melbourne
DATE	7th December 2021
TIME	6:00pm
LOCATION	Video Conference

---

## 1 REGISTRATION OF ATTENDANCE

NAME	LOT No.(s)	OC #
M. S. Lim	21	1 & 2
C. Wakefield	25	1 & 2
L & D Ashlin	28	1 & 2
B. Rai	46	1 & 2
J. Brown	47	1 & 2
A. Bedi	52	1 & 2
P. Camilleri	53	1 & 2
E. Li	56	1 & 2
Z. Wang	69	1 & 2
R. Smith	78	1 & 2
R. Mancer	82	1 & 2
R. Ellul	92	1 & 2
G. Wong	95	1 & 2
E. Pearce	98	1 & 2
I. MacIntyre	113	1 & 2
M. Ibrahim	146	1 & 2
J. Livis	153	1 & 2
R. Waschik	158	1 & 2
J. Yap	162	1 & 2
M. Kearns	169	1 & 2
R. Ching	177	1 & 3
T. Mikulin	178	1 & 3
N. Inglis	192	1 & 3
J. Watson	196	1 & 3
P. Ramos	199	1 & 3
L. Di Stefano	200	1 & 3
S. Edgecombe	201	1 & 3
J. Lo	202	1 & 3
F. Rossi	218	1 & 3
N. Hassan	223	1 & 3
M. L. Lussiana	225	1 & 3
N. Shamsul	236	1 & 3

Other Attendees were:

Michael El Sayed – Building Manager, Facilities Management Victoria  
 Rhiannan Lopez – Building Manager, Facilities Management Victoria  
 Tony Basile – Director, Facilities Management Victoria  
 Milica Ivetic – Owners Corporation Manager, MICM Property  
 Andrew Yates – General Manager Strata, MICM Property  
 Hannah Frankland – Assistant Owners Corporation Manager, MICM Property

## LIST OF PROXIES

NAME	LOT No.(s)	OC #	PROXY TO
MJ. & LH. Loo*	2	1 & 2	L & D Ashlin*
T. Li*	13	1 & 2	L & D Ashlin*
J. Huang	16	1 & 2	L & D Ashlin*
K.H. Lee & B.C. Tan	22	1 & 2	H. Frankland
T. Chen	27	1 & 2	L & D Ashlin*
A. Stafrace	31	1 & 2	L & D Ashlin*
V. Quan	48	1 & 2	L & D Ashlin*
Y. Yao	58	1 & 2	G. Wong
B. Wand & W. Shao	69	1 & 2	Z. Wang
A. Clark*	75	1 & 2	L & D Ashlin*
T. Kwok	177	1 & 3	R. Ching

V. Pramono	179	1 & 3	G. Wong
O. Konstantinidis*	208	1 & 3	L. Di Stefano
R. Zhu	211	1 & 3	M. L. Lussiana
A. Tan*	215	1 & 3	L. Di Stefano

*\*Denotes an Invalid Proxy*

## LIST OF APOLOGIES

No apologies were registered.

## 2 NOTIFICATION OF QUORUM

Notice is hereby provided that as there was not a Quorum at the Annual General Meeting held on the 7<sup>th</sup> December 2021 and in accordance with Section 78 of the Owners Corporation Act 2006, these Minutes are being provided within 14 days of the Annual General Meeting notifying all Owners that the decisions made at that meeting are considered Interim Ordinary Resolutions.

They cannot be acted on until the lapse of 28 days and will become final Resolutions of the Owners Corporation on the 29<sup>th</sup> day after the Annual General Meeting.

In accordance with Section 74 of the Owners Corporation Act 2006, within the 28 days Owners whose lot entitlements total 25% of all lot entitlements may petition the Secretary of the Owners Corporation to convene a Special General Meeting at which time the Interim Ordinary Resolutions could be confirmed or replaced. Owners may petition the Secretary by notice in writing and sent c/- MICM Property. The deadline for submission of such a petition is 4<sup>th</sup> January 2022.

## 3 CONFIRMATION OF CHAIRPERSON

It was noted that A. Yates would chair the meeting of the owners corporation.

## 4 VOTING INSTRUCTIONS AND ENTITLEMENTS

It was noted and agreed that voting be carried out by Zoom poll function – results are noted herein.

## 5 MOTIONS AND BUSINESS ARISING

### 5.1 MINUTES OF PREVIOUS MEETING

#### Motion by Ordinary Resolution

That the minutes of the previous meeting held on 09<sup>th</sup> March 2021 and attached to the notice of meeting be confirmed as a true and correct record of the meeting.

*Result: Carried in the Majority*

### 5.2 CONSIDERATION OF REPORTS

The following reports were considered by members present:

- Committee Report
- Owners Corporation Manager's Report
- Penalty Interest Report
- Dispute Resolution Report
- Maintenance Fund Report
- Maintenance Plan Report

### 5.3 FINANCIAL MATTERS

**Motion by Ordinary Resolution (OC 1)**

That the Owners Corporation approve and adopt the audited Balance Sheet together with the Income and Expenditure Statement for the period ending 31.08.2021 and as attached to the notice of meeting in accordance with section 71(2)(e) of the Owners Corporations Act.

*Result: Carried in the Majority*

**Motion by Ordinary Resolution (OC 2)**

That the Owners Corporation approve and adopt the audited Balance Sheet together with the Income and Expenditure Statement for the period ending 31.08.2021 and as attached to the notice of meeting in accordance with section 71(2)(e) of the Owners Corporations Act.

*Result: Carried in the Majority*

**Motion by Ordinary Resolution (OC 3)**

That the Owners Corporation approve and adopt the audited Balance Sheet together with the Income and Expenditure Statement for the period ending 31.08.2021 and as attached to the notice of meeting in accordance with section 71(2)(e) of the Owners Corporations Act.

*Result: Carried in the Majority*

**Motion by Ordinary Resolution (OC 1)**

That the Owners Corporation set the Operating Budget for the period 01.09.2021 to 31.08.2022 at the amount of \$600,184 excluding GST and that fees be charged quarterly in advance (based on the owners corporations financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(1), 71(2)(d) and 71(2)(f) of the Owners Corporations Act.

*Result: Carried in the Majority*

Note: An adjustment will appear on your next quarterly fees to reflect the change from the commencement date of the budget.

**Motion by Ordinary Resolution (OC 2)**

That the Owners Corporation set the Operating Budget for the period 01.09.2021 to 31.08.2022 at the amount of \$41,842 excluding GST and that fees be charged quarterly in advance (based on the owners corporations financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(1), 71(2)(d) and 71(2)(f) of the Owners Corporations Act.

*Result: Carried in the Majority*

Note: An adjustment will appear on your next quarterly fees to reflect the change from the commencement date of the budget.

**Motion by Ordinary Resolution (OC 3)**

That the Owners Corporation set the Operating Budget for the period 01.09.2021 to 31.08.2022 at the amount of \$14,533 including GST and that fees be charged quarterly in advance (based on the owners corporations financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(1), 71(2)(d) and 71(2)(f) of the Owners Corporations Act.

*Result: Carried in the Majority*

Note: An adjustment will appear on your next quarterly fees to reflect the change from the commencement date of the budget.

**Motion by Ordinary Resolution (OC 1)**

That the Owners Corporation set the Maintenance Fund Budget for the period 01.09.2021 to 31.08.2022 at the amount of \$134,609 excluding GST and that fees be charged quarterly in advance (based on the owners corporations financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(2), 71(2)(d) and 71(2)(f) of the Owners Corporations Act.

*Result: Carried in the Majority*

Note: An adjustment will appear on your next quarterly fees to reflect the change from the commencement date of the budget.

**Motion by Ordinary Resolution (OC 2)**

That the Owners Corporation set the Maintenance Fund Budget for the period 01.09.2021 to 31.08.2022 at the amount of \$87,557 excluding GST and that fees be charged quarterly in advance (based on the owners corporations financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(2), 71(2)(d) and 71(2)(f) of the Owners Corporations Act.

*Result: Carried in the Majority*

Note: An adjustment will appear on your next quarterly fees to reflect the change from the commencement date of the budget.

**Motion by Ordinary Resolution (OC 3)**

That the Owners Corporation set the Maintenance Fund Budget for the period 01.09.2021 to 31.08.2022 at the amount of \$49,447 including GST and that fees be charged quarterly in advance (based on the owners corporations financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(2), 71(2)(d) and 71(2)(f) of the Owners Corporations Act.

*Result: Carried in the Majority*

Note: An adjustment will appear on your next quarterly fees to reflect the change from the commencement date of the budget.

**Motion by Ordinary Resolution (All OC's)**

That Penalty Interest will be charged at the maximum rate allowable if any fees or amounts payable to the Owners Corporation remain outstanding after the due date; and fees and charges incurred by the Owners Corporation to collect any past due amount payable will be charged to the Owners account and will be payable upon demand.

Further that the owners corporation delegate to the Owners Corporation Manager the discretion to grant a waiver of payment of interest upon matters it deems merit such consideration.

*Please note the current rate of Penalty Interest is 10% as per the Penalty Interest Rate Act 1983*

*Result: Carried in the Majority*

## **5.4 INSURANCE**

Insurance details and excess details were noted by members present.

Payment of insurance excess will be by the lot owner of the property that caused the loss, unless common property is responsible for the loss, whereby the owners corporation will then be liable to pay the insurance excess.

Please note the insurance excess for your property is currently as follows:

\$25,000 for all water related claims  
\$1,000 for all other claims

This item was discussed at length at it was noted by many lot owners at the meeting that the disagreed with the note on the agenda. It was agreed that this be placed on the agenda for the new Committee to consider in further detail.

## 5.5 HEALTH AND SAFETY

Members are advised that smoke alarms installed must be maintained and in working order. Batteries must be replaced at a minimum of every 12 months. It is a lot owner's responsibility to ensure the necessary testing is undertaken on a routine basis. Should the residence be tenanted, owners should ensure their managing agent arranges for annual testing on your behalf.

Members are reminded to advise any occupants of the Owners Corporation Rules. Should you require a copy they are available on the portal.

Please notify the Building Manager and the Owners Corporation Manager immediately if any possible hazard is observed. This could be a slip or trip issue, public stairwells or corridor lighting, exit lighting etc.

## 5.6 COMMON SEAL

### Motion by Ordinary Resolution

That the Owners Corporation authorise the destruction of the common seal as it is no longer a requirement under Section 18A of the Owners Corporation Act.

*Result: Carried in the Majority*

## 5.7 COMMITTEE

### Motion by Ordinary Resolution

That the Owners Corporation expand the maximum numbers of committee members from 7 to 12.

*Result: Carried in the Majority*

### Motion by Ordinary Resolution

That the nominees as presented below are elected to serve as members of the committee of the Owners Corporation until a newly appointed committee is elected.

NAME	LOT No.(s)	OC #
D. Ashlin	28	1 & 2
J. Brown	47	1 & 2
P. Camilleri	53	1 & 2
Z. Wang	69	1 & 2
G. Wong	95	1 & 2
E. Pearce	98	2
I. MacIntyre	113	2
M. Ibrahim	146	1 & 2
R. Waschik	158	1 & 2
J. Yap	162	1 & 2
M. Kearns	169	2
M. Mikulin	178	3
J. Watson	196	1 & 3
P. Ramos	199	1 & 3
N. Hassan	223	1 & 3
M. L. Lussiana	225	1 & 3

*Result: Carried in the Majority*

### Motion by Ordinary Resolution

That the members of the Owners Corporation Committee form the Grievance Committee and that at least three members of the elected committee are to be available to resolve any dispute that may arise in accordance with Part 10 of the Owners Corporations Act and as required pursuant to Schedule 2, section 7 of the Owners Corporations Regulations 2018.

*Result: Carried in the Majority*

The Committee is required to elect a Chairperson and Secretary and is charged with this duty as soon as practical following this Annual General Meeting but in no instance later than the 1st quarter Committee meeting.

Committee meetings for the forthcoming year will be scheduled for:

Quarter 1	24 <sup>th</sup> January 2022	Quarter 3	19 <sup>th</sup> July 2022
Quarter 2	26 <sup>th</sup> April 2022	Quarter 4	18 <sup>th</sup> October 2022

To be held at a venue to be determined.

## 6 GENERAL BUSINESS

N. Hassan, current Chairperson of the Owners Corporation Committee, addressed a list of queries that had been sent to MICM a few days prior to the AGM by L. Ashlin.

This response detailed the roles and responsibilities of MICM who are the Owners Corporation Manager, of Facilities Management Victoria who are the Building Manager and the role of the Owners Corporation Committee. N. Hassan reiterated that the Committee are responsible for making decisions on behalf of the Owners Corporation and providing instructions to both the Owners Corporation and the Building Manager. N. Hassan also thanked the Owners Corporation Manager and Building Manager for all their efforts throughout the year.

Many of the items that N. Hassan expanded on also saw further discussion from lot owners, which are noted collectively below:

- **2014 Balcony Report:** It was queried why they were not aware of the report, and it was advised that the report was discussed at the 2015 AGM and was on the portal until recently. It was reiterated to lot owners that according to the boundaries on the Plan of Subdivision, that balconies are private property and the subsequent repairs are the lot owners responsibility. The Owners Corporation undertook the initial report and used it as the basis for part of the scope in the current Façade Painting and Balcony Project, where lot owners had the opportunity to opt in to balcony works at their own cost. It was queried why lot owners were expected to rectify any structural defects and it was again advised that the area is private property and therefore the private lot owners responsibility to undertake repairs even if they are structural.  
*MICM have uploaded the 2014 balcony report to the portal for lot owners to access.*
- **Access Gate:** It was queried why the gate entrance from 33 Latrobe Street was broken and it was advised that the Building Manager arranged for reinforcement of the gate.
- **Building Insurance:** It was reconfirmed that the Building Insurance excess for water damage is \$25,000 and it was understood by all present that it is a large sum of money and not an ideal situation for any lot owner to be in. Lot owners were advised that the Committee requested a lower excess during the 2021 renewal however the Broker responded advising that this was not possible due to the large water related claims within the last 5 years. A few lot owners want to see options for separate insurance for the Tower and the Garden. Many lot owners also want the Owners Corporation to cover the cost of the excess for these claims. Both items will be a discussion topic at the Q1 Committee Meeting. J. Brown discussed the Insurance Claim he is currently dealing with because of the flooding in his apartment and will have a meeting with A. Yates on the 8<sup>th</sup> December 2021 to discuss the excess.  
*MICM have uploaded a copy of the Insurance Claims History to the Portal for all lot owners to access.*
- **CCTV Upgrade:** It was queried why there was a security sub-committee and when the CCTV Upgrade was proceeding. It was advised that the sub-committee was made up of Members of the Committee who worked closely with the Building Manager to review the system and obtain quotes for the upgrade, which was then presented to the entire Committee for approval. It was also explained that due to COVID and subsequent lockdowns that the installation was delayed.
- **Facilities:** It was queried why some items listed on the Long-Term Maintenance Plan were yet to be implemented and it was explained that the Long Term Maintenance Plan is a guide and the money collected for the Maintenance Fund is to be used for those items as the Committee instructs on them. It was also explained that due to COVID and subsequent lockdowns a majority of items could not proceed.
- **Lift Repairs:** It was queried why the Lift company changed and it was advised that the Committee engaged a consultant to complete a tender for the lift service contract due to poor service by the previous lift company and the Committee approved United Lifts for a new service contract.
- **Monjon:** It was queried why Monjon were not able to action a call from a lot owner in relation to a Citygate incident and it was explained that the Monjon employee who took the call was on training and made an error, which Monjon have acknowledged and apologized for. It was queried why Monjon has spoken to children and it was advised that children should not be unsupervised whilst using the facilities as it is in breach of the Owners Corporation Rules and it is Monjon's role to apply the rules whilst on patrol.
- **Owners Portal:** It was queried where and how to access the portal and it was advised to contact [ocadmin@micm.com.au](mailto:ocadmin@micm.com.au) for login details.

- **Painting Defects:** It was queried why the painting defects were yet to be attended to and it was advised that the Painter is yet to complete the project and that no payment will be made until all works are completed. Lot owners were reminded that COVID and the resultant lockdowns caused significant delays which is why the project is yet to reach its conclusion.
- **Plan of Subdivision:** There is disagreement by a lot owner on how to read the plan of subdivision. A. Yates to arrange a meeting in effort to further explain the boundaries on a Plan of Subdivision to L. Ashlin.
- **Pool Barrier:** It was queried why the hedge of the pool barrier was non-compliant and it was explained that it was not just the hedge which acts as a foothold, but the barrier itself which was non-compliant and that the Committee have already approved for a secondary inspection by an alternative inspector to ascertain whether the result was the same. Following the secondary inspection, the Committee would then need to approve works required to bring the barrier to compliance.
- **Pool Furniture:** It was queried why the pool furniture was yet to be purchased and it was advised that as the pool barrier is non-compliant, the Committee agreed to postpone the purchase of the furniture until compliance is achieved.
- **Pool Heating:** It was queried why there was no letter from MICM and it was advised that the information provided to MICM was not in line with what the lot owner is currently requesting, where initially they demanded a letter from AGL stating that the building next door has affected the solar panels which AGL refused to provide. Lot owners were also reminded that no individuals should be undertaking projects on behalf of the Owners Corporation and that matters should be referred to the Committee to action.
- **Roles:** Lot owners required further clarification on the roles of MICM, FMV and the Owners Corporation Committee and would like details for an escalation point to resolve any issues. It was explained that the Formal Complaint is the manner in which to escalate these matters.
- **Tennis Court Surface:** It was queried whether the new multi-purpose tennis court surface would be implemented, and it was explained that the Committee were in discussions about which surface to proceed with and that the Committee will ensure whichever surface is chosen will still allow for tennis to be played.
- **VCAT Case:** It was queried why the Owners Corporation engaged T Z Lawyers to represent them in VCAT for a claim brought against them by Lot 200. It was advised that the Owners Corporation had every right to engage a lawyer to defend themselves in any legal action brought against them. Many lot owners were not in agreeance or acceptance of this and referred to a section of the OC Act which advised on a special resolution being required to bring legal proceedings. It was reiterated that bringing proceedings and defending are two separate matters.
- **Water Fountain:** It was stated that the fountain was not working and lot owners were advised to refer to the Building Manager when items like this are noted so repairs can be arranged as required.

Lot owners are reminded that the above dot points not and should not be expected to be a recount of each discussion word for word, but rather an overview of the matters that were raised for discussion.

The next Annual General Meeting is scheduled for 7<sup>th</sup> December 2022. Please be advised that this date is subject to change.

Meeting closed at 9:54pm

**Milica Ivetic**  
**MICM Property**  
**20<sup>th</sup> December 2021**



Street and Postal address  
Level 27 IBM Centre  
60 City Road  
Southbank Victoria 3006

Tel: 03 9694 3000  
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Mr Andrew Yates  
MICM property  
Level 1  
178 City Road  
Southbank VIC 3006

Document Number: 614108\_1

26 November 2021

Dear Andrew

### Auditors report to management

We have completed our audit of Citygate Owners Corporation #1 - 402345Y in respect of the year ended 31 August 2021. The accompanying report provides an overview of the results of our audit work and brings to your attention matters of significance that arose during the conduct of our audit on the financial report.

It is important for you to note that our audit procedures are designed to gather sufficient appropriate audit evidence to form an opinion on the financial report. Accordingly, our examination may not have identified all the control weaknesses that may exist. Furthermore, our audit should not be relied on to disclose defalcations or other similar irregularities, although their disclosure, if they exist, may well result from the audit tests we undertake.

Unless specifically agreed, we assume no responsibility to design and conduct audit procedures to identify matters that may be appropriate to report to you. However, where we have encountered matters during the course of our audit that we believe should be brought to your attention for consideration or further action, we have included them as part of this report. You cannot assume that from the matters reported to you that there are no additional matters that you should be aware of in meeting your responsibilities as directors.

If you wish to discuss any matters further, please do not hesitate to contact Michael Catania on 9694 3044 or me on 9694 3021.

Yours Sincerely

A handwritten signature in black ink, appearing to read 'Matthew Edwards'.

Matthew Edwards  
Partner

**Partners**

Frank J Spillane  
Brett A Jackson  
Peter J Whelan  
Damien C Gaffney

Michelle L McKenzie  
Erica J Harper  
Paul F O'Brien  
Matthew J Edwards

## **AUDIT OVERVIEW**

### **Audit objective**

Under the terms of our engagement letter we are required to form an opinion as to whether the financial report is properly drawn up so as to give a true and fair view of the financial position at balance date, and of the performance of the Owners Corporation for the year, and whether they are in accordance with applicable Accounting Standards and the Owners Corporations Act 2006.

For audit purposes the financial statements comprise:

- Balance sheet
- Statement of income and expenditure

Our audit is conducted in accordance with Australian Auditing Standards. Our objective is to express an independent opinion on the financial report and to the members.

### **Owners Corporation Committee and Managers Responsibility**

The committee and manager of the Owners Corporation are responsible for the preparation and true and fair presentation of the financial report, including adequate disclosure. This also includes the maintenance of adequate accounting records and internal controls that are designed to prevent and detect fraud and error, and for the accounting policies and accounting estimates inherent in the report as well as the safeguarding of assets of the Owner Corporation.

### **Audit approach and limitations**

Our audit has been conducted in accordance with Australian Auditing Standards in order to provide reasonable assurance as to whether the financial report is free of material misstatement. The nature of an audit is influenced by factors such as the use of professional judgment, selective testing, the inherent limitations of internal control, and the availability of persuasive rather than conclusive evidence.

Therefore, an audit cannot guarantee that all material misstatements have been detected.

We performed procedures to assess whether in all material respects the financial report presents fairly, in accordance with Australian Accounting Standards so as to present a view which is consistent with our understanding of the Owners Corporation's financial position, and of its performance as represented by the results of its operations.

We formed our audit opinion on the basis of these procedures, which included:

- examining on a test basis, information to provide evidence supporting the amounts and disclosures in the financial report, and
- assessing the appropriateness of the accounting policies and disclosures used and the reasonableness of significant accounting estimates made by the Committee and Management.

While we considered the effectiveness of management's internal controls over financial reporting when determining the nature and extent of our procedures, our audit was not designed to provide assurance on internal controls.

**Results of the audit**

Based upon the audit work performed we were satisfied that there were no matters requiring qualification in our audit report attached to the financial statements of the Owners Corporations for the year ended 31 August 2021.

**Audit opinion**

Based upon the results of our audit, an unqualified audit opinion is enclosed to attach to the financial report of Citygate Owners Corporation #1 - 402345Y in respect of the year ended 31 August 2021.



**BLAZE  
ACUMEN**  
CHARTERED ACCOUNTANTS

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**CITYGATE OC #1 – 402345Y  
INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF CITYGATE OC #1 – 402345Y (NON  
REPORTING)**

**Report on the Financial Report**

We have audited the accompanying financial report, being a special purpose financial report, of Citygate Owners Corporation #1 – 402345Y, which comprises the balance sheet and statement of income and expenses as at 31 August 2021.

*Financial Responsibility of an Owners Corporation*

An Owners Corporation has specific financial powers and responsibilities which include (but are not limited to) setting fees, recovering monies owed and operating bank accounts. Some of those financial duties have been delegated to MICM Property as Manager in relation to issuing fee notices, collecting of fees, charging of penalty interest and making payments in accordance with an annual operating budget and an approved Maintenance Plan. The Manager is also charged with maintaining all books of account and the preparation of annual financial statements that provide for making of true and fair view reports of the financial situation of the Owners Corporation.

*Responsibility for the Financial Report*

MICM Property is responsible for the preparation and fair presentation of the financial report and has determined that the accounting policies to the financial statements are consistent with the financial reporting requirements of the Owners Corporation Act 2006 and are appropriate to meet the needs of the members. MICM Property's responsibilities also include establishing and maintaining internal controls relevant to the preparation and fair presentation of the financial report that is free from material misstatement.

*Auditor's Responsibility*

Our responsibility is to express an opinion on the financial report based on our audit. No opinion is expressed as to whether the accounting policies used are appropriate to meet the needs of the members. We conducted our audit in accordance with Australian Auditing Standards. These Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

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



CHARTERED ACCOUNTANTS  
AUSTRALIA • NEW ZEALAND

Liability Limited by a scheme approved under Professional Standards Legislation  
Blaze Acumen Pty Ltd trading as Blaze Acumen [ABN 17 958 549 788]

**Partners**

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Petr J Whelan  
Damien C Gaffney

Michelle L McKenzie  
Erka J Harper  
Paul F O'Brien  
Matthew J Edwards

*"Leading the way in financial knowledge"*

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by MICM Property, as well as evaluating the overall presentation of the financial report.

The financial report has been prepared for distribution to members for the purpose of fulfilling MICM Property's financial reporting under the Owners Corporations Act 2006. We disclaim any assumption of responsibility for any reliance on this report or on the financial report to which it relates to any person other than the members, or for any purpose other than that for which it has been prepared.

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

*Independence*

In conducting our audit, we have complied with the independence requirements of Australian professional ethical pronouncements.

*Auditor's Opinion*

In our opinion, the financial report of Citygate OC #1 – 402345Y presents fairly, in all material respects the financial position for Citygate OC #1 – 402345Y as at 31 August 2021 and of its financial performance for the year then ended in accordance with the accounting policies described in Note 1 to the financial report.

*Basis of Accounting*

Without modifying our opinion, we draw attention to note 1 of the financial report, which describes the basis of accounting. The financial report has been prepared for distribution to members for the purpose of fulfilling the Owners Committee's financial reporting requirements under the Owners Corporation Act 2006. As a result, the financial report may not be suitable for another purpose

Blaze Acumen  
Chartered Accountants



Matthew Edwards  
Partner

Melbourne: 26 November 2021

## CITYGATE 1 2 & 3 P.S. 402345Y

### BALANCE SHEET

AS AT 31 AUGUST 2021

OC1

ACTUAL

31/08/2021

#### OWNERS FUNDS

Operating Fund Oc 1

114,387.12

Maintenance Fund Oc 1

113,597.23

#### TOTAL

\$ 227,984.35

#### THESE FUNDS ARE REPRESENTED BY

#### CURRENT ASSETS

Cash At Bank

313,426.61

Levies In Arrears

35,773.25

Interest On Overdue Levies

2,779.69

Sundry Debtors Oc 1

(487.87)

Prepayments Oc 1

96,726.08

#### TOTAL ASSETS

448,217.76

#### LIABILITIES

Gst Clearing Account Oc 1

(16,635.94)

Income Tax Liability Payg Oc 1

89.62

Unpaid Creditors 1

94,958.31

Creditors

(19,845.03)

Accruals Oc 1

25,341.13

Levies In Advance

136,325.32

#### TOTAL LIABILITIES

220,233.41

#### NET ASSETS

\$ 227,984.35

## CITYGATE 1 2 & 3 P.S. 402345Y

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2020 TO 31 AUGUST 2021

	ACTUAL	BUDGET	%
	01/09/20-31/08/21	01/09/20-31/08/21	
<b><u>OPERATING FUND</u></b>			
<b><u>OPERATING FUND INCOME</u></b>			
O/F Contributions Oc 1	585,849.34	585,849.00	100.00
Penalty Interest Op Fund	4,297.61	0.00	*****
<b><u>TOTAL OPERATING FUND INCOME</u></b>	<b>590,146.95</b>	<b>585,849.00</b>	
<b><u>OPERATING FUND EXPENDITURE</u></b>			
<b><u>ADMINISTRATION EXPENSES</u></b>			
Management Fees Oc1	27,599.96	55,200.00	50.00
Build Essential Serv Audit Oc1	10,000.02	10,000.00	100.00
Disbursement Fee Oc 1	6,440.00	6,440.00	100.00
<b><u>BUILDING MANAGER/CONCIERGE</u></b>			
Building Manager Contract Oc 1	60,666.36	60,862.00	99.68
Miscellaneous Oc 1	1,072.19	1,000.00	107.22
Telephone Oc 1	984.27	960.00	102.53
<b><u>CLEANING</u></b>			
Cleaning Contract Oc 1	106,177.15	116,751.00	90.94
Cleaning Additional Oc 1	0.00	1,000.00	0.00
Carpets, Tiles & Carpark Oc 1	1,520.00	3,000.00	50.67
Chemicals & Hygiene Oc 1	1,546.96	2,100.00	73.66
<b><u>CONSULTANT</u></b>			
Building Related Oc 1	81.00	100.00	81.00
External Audits Oc 1	1,500.00	2,500.00	60.00
<b><u>ELECTRICITY</u></b>			
Power Consumption Oc 1	45,001.96	47,500.00	94.74
Electric Repairs & Replace Oc1	1,543.27	2,100.00	73.49
Electric Globes/Lamps Oc 1	425.95	500.00	85.19
<b><u>FACILITIES</u></b>			
Pool/Spa/Sauna Contract Oc 1	5,856.00	5,856.00	100.00
Pool/Spa/Sauna Chemicals Oc 1	442.75	900.00	49.19
Pool/Spa/Sauna Repairs Oc 1	0.00	500.00	0.00
Gym & Tennis Contract Oc 1	585.00	1,500.00	39.00
<b><u>FIRE SERVICE</u></b>			
Fire Contract Oc 1	7,543.55	7,510.00	100.45
Fire Alarm Line & Monitor Oc 1	3,264.27	3,300.00	98.92

## CITYGATE 1 2 & 3 P.S. 402345Y

### STATEMENT OF INCOME AND EXPENDITURE FOR THE PERIOD 01 SEPTEMBER 2020 TO 31 AUGUST 2021

	ACTUAL 01/09/20-31/08/21	BUDGET 01/09/20-31/08/21	%
Fire Repairs & Replace Oc 1	10,092.41	9,500.00	106.24
Exit/Emerg Lighting Contract 1	1,984.04	1,825.00	108.71
<b><u>GARDENING</u></b>			
Gardening Contract Oc 1	15,660.00	18,000.00	87.00
Gardening Repairs & Replace 1	2,770.00	4,000.00	69.25
<b><u>GAS</u></b>			
<b><u>GENERAL EXPENSES</u></b>			
General Oc 1	210.22	1,500.00	14.01
<b><u>PROVISION FOR INCOME TAX</u></b>			
Operating Fund Provision Oc 1	0.00	75.00	0.00
<b><u>INSURANCE</u></b>			
Building Insurance Oc 1	83,705.63	83,705.00	100.00
Workcover Insurance Oc 1	956.35	1,000.00	95.64
Ins Claims Excess Oc 1	0.00	1,000.00	0.00
<b><u>LIFT</u></b>			
<b><u>MECHANICAL</u></b>			
Auto Door Contract & R&R Oc 1	1,873.28	1,000.00	187.33
A/C Contract & R&R Oc 1	3,546.08	4,500.00	78.80
Pump Contract & R&R Oc 1	5,641.80	6,000.00	94.03
<b><u>PLUMBING</u></b>			
Plumbing Maint & Repairs Oc 1	3,126.28	3,000.00	104.21
Plumbing Water Leaks Oc 1	953.50	3,000.00	31.78
<b><u>REPAIRS &amp; REPLACEMENTS</u></b>			
Doors/Locks/Closers Oc 1	0.00	1,500.00	0.00
Garage Doors Oc 1	600.00	1,800.00	33.33
General Maintenance Oc 1	2,607.25	3,000.00	86.91
<b><u>RUBBISH REMOVAL</u></b>			
Regular/Recycling Oc 1	6,567.12	6,800.00	96.58
<b><u>SECURITY</u></b>			
Security Contract Oc 1	65,502.65	63,615.00	102.97
Security Additional Oc 1	120.80	500.00	24.16
Surveillance Equipment Oc 1	0.00	350.00	0.00
Security Building Access Oc 1	265.00	0.00	*****
Security Phone Lines Oc 1	600.00	600.00	100.00

## CITYGATE 1 2 & 3 P.S. 402345Y

### STATEMENT OF INCOME AND EXPENDITURE FOR THE PERIOD 01 SEPTEMBER 2020 TO 31 AUGUST 2021

	ACTUAL	BUDGET	%
	01/09/20-31/08/21	01/09/20-31/08/21	
<b><u>PRIOR YEAR EXP PAID - OP</u></b>			
Py Exp Paid In Current Year 1	876.25	0.00	*****
<b><u>WATER</u></b>			
Water Consumption Oc 1	38,225.56	40,000.00	95.56
<b><u>BUDGET SURPLUS</u></b>			
<b><u>TOTAL OPERATING EXPENDITURE</u></b>	<b>528,134.88</b>	<b>585,849.00</b>	
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 62,012.07</b>	<b>\$ 0.00</b>	
O/F Opening Balance Oc 1	52,375.05	0.00	*****
<b><u>OPERATING FUND BALANCE</u></b>	<b>\$ 114,387.12</b>	<b>\$ 0.00</b>	

## CITYGATE 1 2 & 3 P.S. 402345Y

### STATEMENT OF INCOME AND EXPENDITURE FOR THE PERIOD 01 SEPTEMBER 2020 TO 31 AUGUST 2021

	ACTUAL	BUDGET	%
	01/09/20-31/08/21	01/09/20-31/08/21	
<b><u>MAINTENANCE FUND</u></b>			
<b><u>MAINTENANCE FUND INCOME</u></b>			
M/F Contributions Oc 1	132,620.33	132,620.00	100.00
<b><u>TOTAL MAINTENANCE FUND INCOME</u></b>	<b>132,620.33</b>	<b>132,620.00</b>	
<b><u>MAINTENANCE FUND EXPENDITURE</u></b>			
Maintenance Fund Expenses Oc 1	56,790.25	132,620.00	42.82
<b><u>PROVISION FOR INCOME TAX</u></b>			
<b><u>TOTAL MAINTENANCE EXPENDITURE</u></b>	<b>56,790.25</b>	<b>132,620.00</b>	
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 75,830.08</b>	<b>\$ 0.00</b>	
Maintenance Opening Balance 1	37,767.15	0.00	*****
<b><u>MAINTENANCE FUND BALANCE</u></b>	<b>\$ 113,597.23</b>	<b>\$ 0.00</b>	

**Citygate**  
**Owners Corporate No. 1**  
**OWNERS CORPORATION 402345Y**  
**Notes to the Financial Statements**  
**For the Year ended 31 August 2021**

**NOTE 1: STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES**

This financial report is a special purpose financial report prepared in order to satisfy the financial reporting requirements of the *Owners Corporations Act 2006*. The manager has determined that the Owners Corporation is not a reporting entity.

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- The financial report has been prepared on an accruals basis with the exception of the following:-
  - Accruals and Prepayments – all accruals and prepayments under \$200 are considered immaterial and not included in the financial statements.
- Expenses – expenses may include invoices which were received in the current financial year but relating to the last financial year and not included in the last year financial statements.
- Income tax expense - income tax is payable on interest income earned from bank accounts.

# CITY GATE 1

OWNERS CORPORATION 402345Y-1  
33 LATROBE STREET MELBOURNE 3000



## MAINTENANCE FUND EXPENSES AS AT 31ST AUGUST 2021

Creditor	Date	Expenses	Amount
Nams Industries Ply Ltd	9/10/2020	New Stair Pressr Fan	\$823
Aesm Ply Ltd	22/10/2020	Batteries Diesel Pump	\$970
WT Partnership	29/10/2020	Prepare LTMP	\$2,250
R.E.S Total Electrical Service	20/11/2020	Com Property Elec Rpairs	\$1,305
AESM	7/12/2020	Fire Alarm and Detect works	\$3,472
Mechanical Plumbing Services	23/02/2021	Boiler Plant Repairs	\$3,261
Gardenia Gardens	23/04/2021	Planter Box Works	\$1,220
Gardenia Gardens	26/04/2021	Planter Box Works	\$1,280
R.E.S Total Electrical Service	18/05/2021	Replace E&e Lights	\$4,075
Gardenia Gardens	18/05/2021	Planter Box Works	\$3,850
Aesm Ply Ltd	10/06/2021	Rplace Hydrant Main Leaking	\$1,000
R.E.S Total Electrical Service	15/06/2021	Replace E&e Lights	\$1,786
Bone Electrical	30/06/2021	Various Electrical	\$1,583
Gardenia Gardens	30/07/2021	Water Feature & Lazer	\$9,555
Aesm Ply Ltd	4/08/2021	Hydrant Pipe Work	\$16,885
Aesm Ply Ltd	19/08/2021	5 Yearly Service	\$3,475
<b>TOTAL</b>			<b>\$56,790</b>

*Note: Maintenance Fund Expenses are GST Exclusive*

## ACCRUALS AS AT 31ST AUGUST 2021

Creditor	Date	Expense	Period	Amount
ERM Power Retail	31/08/2021	Power Consumption	01/08/2021-31/08/2021	\$4,243
AGL Group	31/08/2021	Pool Contract	01/08/2021-31/08/2021	\$537
CHUBB Fire Safety	31/08/2021	Alarm Line & Monitoring	01/07/2021-31/08/2021	\$367
Gardenia	31/08/2021	Gardening Contract	01/08/2021-31/08/2021	\$825
KS Environmental	31/08/2021	Rubbish Removal Contract	01/08/2021-31/08/2021	\$512
Monjon	31/08/2021	Security Contract	01/08/2021-31/08/2021	\$6,003
Greater Western Water	31/08/2021	Water Consumption	14/05/2021-31/08/2021	\$11,205
Blaze Accumen	31/08/2021	External Audit	01/09/2020-31/08/2021	\$1,650
<b>TOTAL</b>				<b>\$25,341</b>

*Note: Accrual are GST Inclusive*

## PREPAYMENTS AS AT 31ST AUGUST 2021

Creditor	Date	Expense	Period	Amount
AESM	16/07/2021	Fire Contract	01/09/2021-30/09/2021	\$673
R.E.S Total	23/08/2021	Exit/Emergency Lighting Contract	01/09/2021-31/01/2022	\$829
NAMS	29/04/2021	A/C Contract	01/09/2021-30/09/2021	\$265
Strata Insurance	30/08/2021	Building Insurance	31/08/2021-31/08/2022	\$94,958
<b>TOTAL</b>				<b>\$96,726</b>

*Note: Prepayments are GST Inclusive*

**Citygate**  
**Owners Corporate No. 2**  
**OWNERS CORPORATION 402345Y**  
**Notes to the Financial Statements**  
**For the Year ended 31 August 2021**

**NOTE 1: STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES**

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- Income tax expense - income tax is payable on interest income earned from bank accounts.



**BLAZE  
ACUMEN**  
CHARTERED ACCOUNTANTS

Street and Postal address  
Level 27 IBM Centre  
60 City Road  
Southbank Victoria 3006

Tel: 03 9694 3000  
Fax: 03 9694 3010  
www.blazeacumen.com.au

Mr Andrew Yates  
MICM property  
Level 1  
178 City Road  
Southbank VIC 3006

26 November 2021

Dear Andrew

### Auditors report to management

We have completed our audit of Citygate Owners Corporation #2 - 402345Y in respect of the year ended 31 August 2021. The accompanying report provides an overview of the results of our audit work and brings to your attention matters of significance that arose during the conduct of our audit on the financial report.

It is important for you to note that our audit procedures are designed to gather sufficient appropriate audit evidence to form an opinion on the financial report. Accordingly, our examination may not have identified all the control weaknesses that may exist. Furthermore, our audit should not be relied on to disclose defalcations or other similar irregularities, although their disclosure, if they exist, may well result from the audit tests we undertake.

Unless specifically agreed, we assume no responsibility to design and conduct audit procedures to identify matters that may be appropriate to report to you. However, where we have encountered matters during the course of our audit that we believe should be brought to your attention for consideration or further action, we have included them as part of this report. You cannot assume that from the matters reported to you that there are no additional matters that you should be aware of in meeting your responsibilities as directors.

If you wish to discuss any matters further, please do not hesitate to contact Michael Catania on 9694 3044 or me on 9694 3021.

Yours Sincerely

Matthew Edwards  
Partner



CHARTERED ACCOUNTANTS  
AUSTRALIA • NEW ZEALAND

Liability Limited by a scheme approved under Professional Standards Legislation  
Blaze Acumen Pty Ltd trading as Blaze Acumen [ABN 17 958 549 783]

Partners  
Frank J Spillane  
Brett A Jackson  
Peter J Whelan  
Damien C Gaffney

Michelle L McKenzie  
Erica J Harper  
Paul F O'Brien  
Matthew J Edwards

*"Leading the way in financial knowledge"*

## **AUDIT OVERVIEW**

### **Audit objective**

Under the terms of our engagement letter we are required to form an opinion as to whether the financial report is properly drawn up so as to give a true and fair view of the financial position at balance date, and of the performance of the Owners Corporation for the year, and whether they are in accordance with applicable Accounting Standards and the Owners Corporations Act 2006.

For audit purposes the financial statements comprise:

- Balance sheet
- Statement of income and expenditure

Our audit is conducted in accordance with Australian Auditing Standards. Our objective is to express an independent opinion on the financial report and to the members.

### **Owners Corporation Committee and Managers Responsibility**

The committee and manager of the Owners Corporation are responsible for the preparation and true and fair presentation of the financial report, including adequate disclosure. This also includes the maintenance of adequate accounting records and internal controls that are designed to prevent and detect fraud and error, and for the accounting policies and accounting estimates inherent in the report as well as the safeguarding of assets of the Owner Corporation.

### **Audit approach and limitations**

Our audit has been conducted in accordance with Australian Auditing Standards in order to provide reasonable assurance as to whether the financial report is free of material misstatement. The nature of an audit is influenced by factors such as the use of professional judgment, selective testing, the inherent limitations of internal control, and the availability of persuasive rather than conclusive evidence.

Therefore, an audit cannot guarantee that all material misstatements have been detected.

We performed procedures to assess whether in all material respects the financial report presents fairly, in accordance with Australian Accounting Standards so as to present a view which is consistent with our understanding of the Owners Corporation's financial position, and of its performance as represented by the results of its operations.

We formed our audit opinion on the basis of these procedures, which included:

- examining on a test basis, information to provide evidence supporting the amounts and disclosures in the financial report, and
- assessing the appropriateness of the accounting policies and disclosures used and the reasonableness of significant accounting estimates made by the Committee and Management.

While we considered the effectiveness of management's internal controls over financial reporting when determining the nature and extent of our procedures, our audit was not designed to provide assurance on internal controls.

**Results of the audit**

Based upon the audit work performed we were satisfied that there were no matters requiring qualification in our audit report attached to the financial statements of the Owners Corporations for the year ended 31 August 2021.

**Audit opinion**

Based upon the results of our audit, an unqualified audit opinion is enclosed to attach to the financial report of Citygate Owners Corporation #2 - 402345Y in respect of the year ended 31 August 2021.



Street and Postal address  
Level 27 IBM Centre  
60 City Road  
Southbank Victoria 3006

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Fax: 03 9694 3010  
www.blazeacumen.com.au

**CITYGATE OC #2 – 402345Y  
INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF CITYGATE OC #2 – 402345Y (NON  
REPORTING)**

**Report on the Financial Report**

We have audited the accompanying financial report, being a special purpose financial report, of Citygate Owners Corporation #2 – 402345Y, which comprises the balance sheet and statement of income and expenses as at 31 August 2021.

*Financial Responsibility of an Owners Corporation*

An Owners Corporation has specific financial powers and responsibilities which include (but are not limited to) setting fees, recovering monies owed and operating bank accounts. Some of those financial duties have been delegated to MICM Property as Manager in relation to issuing fee notices, collecting of fees, charging of penalty interest and making payments in accordance with an annual operating budget and an approved Maintenance Plan. The Manager is also charged with maintaining all books of account and the preparation of annual financial statements that provide for making of true and fair view reports of the financial situation of the Owners Corporation.

*Responsibility for the Financial Report*

MICM Property is responsible for the preparation and fair presentation of the financial report and has determined that the accounting policies to the financial statements are consistent with the financial reporting requirements of the Owners Corporation Act 2006 and are appropriate to meet the needs of the members. MICM Property's responsibilities also include establishing and maintaining internal controls relevant to the preparation and fair presentation of the financial report that is free from material misstatement.

*Auditor's Responsibility*

Our responsibility is to express an opinion on the financial report based on our audit. No opinion is expressed as to whether the accounting policies used are appropriate to meet the needs of the members. We conducted our audit in accordance with Australian Auditing Standards. These Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal controls relevant to the entity's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by MICM Property, as well as evaluating the overall presentation of the financial report.



Liability Limited by a scheme approved under Professional Standards Legislation  
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**Partners**  
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Matthew J Edwards

*"Leading the way in financial knowledge"*

The financial report has been prepared for distribution to members for the purpose of fulfilling MICM Property's financial reporting under the Owners Corporations Act 2006. We disclaim any assumption of responsibility for any reliance on this report or on the financial report to which it relates to any person other than the members, or for any purpose other than that for which it has been prepared.

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

*Independence*

In conducting our audit, we have complied with the independence requirements of Australian professional ethical pronouncements.

*Auditor's Opinion*

In our opinion, the financial report of Citygate OC #2 – 402345Y presents fairly, in all material respects the financial position for Citygate OC #2 – 402345Y as at 31 August 2021 and of its financial performance for the year then ended in accordance with the accounting policies described in Note 1 to the financial report.

*Basis of Accounting*

Without modifying our opinion, we draw attention to note 1 of the financial report, which describes the basis of accounting. The financial report has been prepared for distribution to members for the purpose of fulfilling the Owners Committee's financial reporting requirements under the Owners Corporation Act 2006. As a result, the financial report may not be suitable for another purpose

Blaze Acumen  
Chartered Accountants



Matthew Edwards  
Partner

Melbourne: 26 November 2021

## CITYGATE 1 2 & 3 P.S. 402345Y

### BALANCE SHEET

AS AT 31 AUGUST 2021

OC2

ACTUAL

31/08/2021

**OWNERS FUNDS**

Operating Fund Oc 2

140,040.08

Maintenance Fund Oc 2

894,145.78

Balcony/Paint Works Oc 2

(10,413.26)

**TOTAL**

**\$ 1,023,772.60**

**THESE FUNDS ARE REPRESENTED BY**

**CURRENT ASSETS**

Cash At Bank

1,075,165.77

Levies In Arrears

13,608.09

Interest On Overdue Levies

1,289.47

**TOTAL ASSETS**

**1,090,063.33**

**LIABILITIES**

Gst Clearing Account Oc 2

(26,034.81)

Income Tax Liability Payg Oc 2

(2,386.49)

Accruals Oc 2

69,301.23

Levies In Advance

25,410.80

**TOTAL LIABILITIES**

**66,290.73**

**NET ASSETS**

**\$ 1,023,772.60**

## CITYGATE 1 2 & 3 P.S. 402345Y

### STATEMENT OF INCOME AND EXPENDITURE FOR THE PERIOD 01 SEPTEMBER 2020 TO 31 AUGUST 2021

	ACTUAL	BUDGET	%
	01/09/20-31/08/21	01/09/20-31/08/21	
<b><u>OPERATING FUND</u></b>			
<b><u>OPERATING FUND INCOME</u></b>			
O/F Contributions Oc 2	44,187.83	44,188.00	100.00
Penalty Interest Op Fund Oc2	2,227.60	0.00	*****
<b><u>TOTAL OPERATING FUND INCOME</u></b>	<b>46,415.43</b>	<b>44,188.00</b>	
<b><u>OPERATING FUND EXPENDITURE</u></b>			
<b><u>ADMINISTRATION EXPENSES</u></b>			
<b><u>BUILDING MANAGER/CONCIERGE</u></b>			
<b><u>CLEANING</u></b>			
Carpets, Tiles & Carpark Oc 2	0.00	2,500.00	0.00
Cleaning Windows Oc 2	8,380.00	6,300.00	133.02
<b><u>CONSULTANT</u></b>			
Building Related Oc 2	912.40	1,620.00	56.32
External Audits Oc 2	1,500.00	1,500.00	100.00
<b><u>ELECTRICITY</u></b>			
Electric Repairs & Replace Oc2	0.00	500.00	0.00
<b><u>FACILITIES</u></b>			
<b><u>FIRE SERVICE</u></b>			
<b><u>GARDENING</u></b>			
Gardening Contract Oc 2	396.00	450.00	88.00
<b><u>GAS</u></b>			
Gas Supply Oc 2	2,996.38	2,750.00	108.96
<b><u>GENERAL EXPENSES</u></b>			
<b><u>PROVISION FOR INCOME TAX</u></b>			
Operating Fund Provision Oc 2	0.00	50.00	0.00
<b><u>INSURANCE</u></b>			
<b><u>LIFT</u></b>			
Lift Contract Oc 2	16,752.07	20,468.00	81.85
Lift Repair & Maintenance Oc 2	1,855.00	2,000.00	92.75
Lift Telephone Oc 2	1,207.52	1,300.00	92.89
<b><u>MECHANICAL</u></b>			

## CITYGATE 1 2 & 3 P.S. 402345Y

### STATEMENT OF INCOME AND EXPENDITURE FOR THE PERIOD 01 SEPTEMBER 2020 TO 31 AUGUST 2021

	ACTUAL	BUDGET	%
	01/09/20-31/08/21	01/09/20-31/08/21	
<b><u>PLUMBING</u></b>			
Plumbing Maint & Repairs Oc 2	1,958.18	2,000.00	97.91
Plumbing Water Leaks Oc 2	1,802.73	1,000.00	180.27
<b><u>REPAIRS &amp; REPLACEMENTS</u></b>			
General Maintenance Oc 2	1,612.50	1,750.00	92.14
<b><u>RUBBISH REMOVAL</u></b>			
<b><u>SECURITY</u></b>			
<b><u>PRIOR YEAR EXP PAID - OP</u></b>			
<b><u>WATER</u></b>			
<b><u>BUDGET SURPLUS</u></b>			
<b><u>TOTAL OPERATING EXPENDITURE</u></b>	<b>39,372.78</b>	<b>44,188.00</b>	
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 7,042.65</b>	<b>\$ 0.00</b>	
O/F Opening Balance Oc 2	132,997.43	0.00	*****
<b><u>OPERATING FUND BALANCE</u></b>	<b>\$ 140,040.08</b>	<b>\$ 0.00</b>	

## CITYGATE 1 2 & 3 P.S. 402345Y

### STATEMENT OF INCOME AND EXPENDITURE FOR THE PERIOD 01 SEPTEMBER 2020 TO 31 AUGUST 2021

	ACTUAL	BUDGET	%
	01/09/20-31/08/21	01/09/20-31/08/21	
<b><u>MAINTENANCE FUND</u></b>			
<b><u>MAINTENANCE FUND INCOME</u></b>			
M/F Contributions Oc 2	86,263.63	86,264.00	100.00
<b><u>TOTAL MAINTENANCE FUND INCOME</u></b>	<b>86,263.63</b>	<b>86,264.00</b>	
<b><u>MAINTENANCE FUND EXPENDITURE</u></b>			
Maintenance Fund Expenses Oc 2	32,766.08	86,264.00	37.98
<b><u>PROVISION FOR INCOME TAX</u></b>			
<b><u>TOTAL MAINTENANCE EXPENDITURE</u></b>	<b>32,766.08</b>	<b>86,264.00</b>	
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 53,497.55</b>	<b>\$ 0.00</b>	
Maintenance Opening Balance 2	840,648.23	0.00	*****
<b><u>MAINTENANCE FUND BALANCE</u></b>	<b>\$ 894,145.78</b>	<b>\$ 0.00</b>	

## CITYGATE 1 2 & 3 P.S. 402345Y

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2020 TO 31 AUGUST 2021

	ACTUAL	BUDGET	%
	01/09/20-31/08/21	01/09/20-31/08/21	
<b><u>BALCONY/PAINT WORKS</u></b>			
<b><u>INCOME</u></b>			
<b><u>TOTAL INCOME</u></b>	<b>0.00</b>	<b>0.00</b>	
<b><u>EXPENDITURE</u></b>			
Balcony Works Expenses Oc2	32,308.06	0.00	*****
<b><u>TOTAL EXPENDITURE</u></b>	<b>32,308.06</b>	<b>0.00</b>	
<b><u>SURPLUS/DEFICIT</u></b>	<b>\$ (32,308.06)</b>	<b>\$ 0.00</b>	
Opening Balance 2	21,894.80	0.00	*****
<b><u>BALCONY/PAINT WORKS BALANCE</u></b>	<b>\$ (10,413.26)</b>	<b>\$ 0.00</b>	

**Citygate**  
**Owners Corporate No. 2**  
**OWNERS CORPORATION 402345Y**  
**Notes to the Financial Statements**  
**For the Year ended 31 August 2021**

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- Income tax expense - income tax is payable on interest income earned from bank accounts.

# CITY GATE 2

OWNERS CORPORATION 402345Y-2  
33 LATROBE STREET MELBOURNE 3000



## MAINTENANCE FUND EXPENSES AS AT 31ST AUGUST 2021

Creditor	Date	Expenses	Amount
GJG Facility	2/12/2020	Supply and Fit Planter Boxes	\$3,832
Stelcom Systems	23/02/2021	Evacuation Diagrams	\$3,380
Mechanical Plumbing Services	3/05/2021	Replace Hot Water Pump	\$2,091
Melbourne Painters and Decorators	31/08/2021	12th Progress	\$23,463
<b>TOTAL</b>			<b>\$32,766</b>

*Note: Maintenance Fund Expenses are GST Exclusive*

## PREPAYMENTS AS AT 31ST AUGUST 2021

Creditor	Date	Expenses	Period	Amount
<b>TOTAL</b>				<b>\$0</b>

*Note: Prepaid Expenses are GST Inclusive*

## ACCRUALS AS AT 31ST AUGUST 2021

Creditor	Date	Expenses	Period	Amount
Blaze Acumen	31/08/2021	External Audit	01/09/2020-31/08/2021	\$1,650
Origin	31/08/2021	Cooktop Gas Consumption	29/06/2021-31/08/2021	\$638
United Lift Services	31/08/2021	Lift Contract	01/04/2021-31/08/2021	\$5,665
Melbourne Painters and Decorators	31/08/2021	12th Progress	31/08/2021	\$25,810
Melbourne Painters and Decorators	31/08/2021	Balcony and Façade Work	31/08/2021	\$35,539
<b>TOTAL</b>				<b>\$69,301</b>

*Note: Accruals are GST Inclusive*

# **Model rules for an owners corporation**

## **1. Health, safety and security**

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

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

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

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

(2) This rule does not apply to—

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

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

### **1.3 Waste disposal**

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

### **1.4 Smoke penetration**

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

### **1.5 Fire safety information**

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

## **2. Committees and sub-committees**

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

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

### **3. Management and administration**

#### **3.1 Metering of services and apportionment of costs of services**

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

### **4. Use of common property**

#### **4.1 Use of common property**

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

#### **4.2 Vehicles and parking on common property**

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

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

## **4.3 Damage to common property**

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

## **5. Lots**

### **5.1 Change of use of lots**

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

#### **Example**

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

### **5.2 External appearance of lots**

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

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## **6. Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

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

### **6.2 Noise and other nuisance control**

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

## **7. Dispute resolution**

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

**CITY GATE**

33 Latrobe & 28 Little Lonsdale Street, Melbourne 3000  
Owners Corporation PS402345Y

**Re: City Gate - AGM Minutes**

Dear Lot Owners,

Attached are the re-issued Minutes originally distributed on 6 March 2025.

Please note that no resolutions have been changed.

If you have any questions or concerns regarding this matter, feel free to contact the undersigned.



Clare Ryan  
Owners Corporation Manager  
MICM

MINUTES OF  
**ANNUAL  
GENERAL  
MEETING**

MICM - OWNERS CORPORATION

M  
I  
C  
M

Building Name	City Gate – OC1, 2 & 3
Plan No.	OCPS 402345Y
Building Address	33 La Trobe Street & 28 Little Lonsdale Street, Melbourne
OC Manager	Clare Ryan
Meeting Date	6:00PM on 3 <sup>rd</sup> March 2025
Meeting Location	Level 1, 178 City Road, Southbank & MS Teams

## 1 ATTENDANCE

### 1.1 MEMBERS PRESENT

Members were registered with the MICM team prior to entering the meeting.

<b>Lot Number/s</b>	<b>Name of Lot Owner/s</b>
117 - OC 1, 2	Mark Stevenson
65 - OC 1, 2	Kate Herbert
92 - OC 1, 2	Rita Ellul
113 - OC 1, 2	Ian Macintyre
82 - OC 1, 2	Roslyn Mancer
95 - OC 1, 2	Gregory Wong
169 - OC 1, 2	Mark Kearns
47 - OC 1, 2	James Brown
178 - OC 1, 3	Margaret Mikulin
158 - OC 1, 2	Robert & Andrea Waschik
162 - OC 1, 2	Jason Yap
98 - OC 1, 2	Evan Pearce
196 - OC 1, 3	Noor Syuhada Shamsul & James Watson
236 - OC 1	Noor Syuhada Shamsul & James Watson
195 - OC 1, 3	Matthew James & Jodie Fittock
179 - OC 1, 3	Vonny Pramono
177 - OC 1, 3	Kwong Kwan Chan & Po Chu Kwok
96 - OC 1, 2	Stefano Farrugia
225 - OC 1, 3	Marie-Line Lussiana
78 - OC 1, 2	Russell Smith
3 - OC 1, 2	Peter Hormann & Jane Spears
230 - OC 1	Peter Hormann & Jane Spears
53 - OC 1, 2	Paul Camilleri

## 1.2 PROXIES RECEIVED

The following proxies were received and announced at the commencement of the meeting.

Lot	Proxy to
208 - OC 1, 3	Jodie Fittock
159 - OC 1, 2	Robert Waschik
31 - OC 1, 2	Rita Ellul
69 - OC 1, 2	Zhen Wang
168 - OC 1, 2	Michelle Lin
56 - OC 1, 2	Michelle Lin
180 - OC 1, 3	Michelle Lin
201 - OC 1, 3	Michelle Lin
146 - OC 1, 2	Michelle Lin
16 - OC 1, 2	Michelle Lin
213 - OC 1, 3	Michelle Lin
86 - OC 1, 2	Roslyn Mancer
223 - OC 1, 3	David Duong
247 - OC 1	David Duong
99 - OC 1, 2	Rita Ellul
200 - OC 1, 3	Marie-Line Lussiana
216 - OC 1, 3	Ian Macintyre
253 - OC 1	Ian Macintyre
17 - OC 1, 2	Ian Macintyre
25 - OC 1, 2	Michelle Lin
75 - OC 1, 2	Roslyn Mancer
97 - OC 1, 3	Rita Ellul

## 1.3 APOLOGIES

Mei Sze Lim – Lot 21

## 1.4 OTHER ATTENDEES

Clare Ryan – Owners Corporation Manager, MICM

Holly Clements - Department Manager, MICM

Ash Singh - Associate Owners Corporation Manager, MICM

Manny Lopez - Operations Manager, Facilities Management Victoria

Chris Peiris - Facility Manager, Facilities Management Victoria

## 2 NOTIFICATION OF QUORUM

Notice is hereby provided that as there was not a quorum at the Annual General Meeting held on the 03/03/2025 and in accordance with Section 78 of the Owners Corporation Act 2006, these Minutes are being provided within 14 days of the Annual General Meeting notifying all Owners that the decisions made at that meeting are considered Interim Ordinary Resolutions. They cannot be acted on until the lapse of 28 days and will become resolutions of the Owners Corporation on the 29th day after the Annual General Meeting.

In accordance with Section 74 of the Owners Corporation Act 2006, within the 28 days Owners whose lot entitlements total 25% of all lot entitlements may petition the Secretary of the Owners Corporation to convene a Special General Meeting at which time the Interim Ordinary Resolutions could be confirmed or replaced.

Owners may petition the Secretary by notice in writing and sent to c\ - MICM. The deadline for submission of such a petition is 31.03.2025.

## 3 CONFIRMATION OF CHAIRPERSON

It is **noted** that Holly Clements was appointed to chair the meeting.

## 4 VOTING INSTRUCTIONS AND ENTITLEMENTS

It is **noted** that voting will be conducted verbally for those online and show of hands for those in person.

For owners who joined online, committee election votes were sent via email. Owners attending in person cast their votes by filling out a committee ballot form and handing this to MICM.

## 5 MINUTES OF PREVIOUS MEETING

### Motion by Ordinary Resolution

**RESOLVED THAT** pursuant to section 71(i) of the Owners Corporation Act 2006, the minutes of the previous meeting held on 23/11/2023 and attached to the notice of meeting be confirmed as a true and correct record of the meeting.

*Result: Yes - 45, No - 0, Abstain - 0*

## 6 CONSIDERATION OF REPORTS

### 6.1 Committee Report

It is **noted** that the report was accepted by those members present.

*Note: The OC 3 Chairperson Report Is attached within the minutes.*

### 6.2 Owners Corporation Manager's Report

It is **noted** that the report was accepted by those members present.

### 6.3 Building Manager's Report

It is **noted** that the report was accepted by those members present.

### 6.4 Dispute Resolution & Complaints Report

Nil to report.

### 6.5 Insurance Valuation Report

It is **noted** that the report was accepted by those members present.

## 7 FINANCIAL MATTERS

### 7.1 Financial Statements

#### **Motion by Ordinary Resolution - OC 1**

**RESOLVED THAT** the Owners Corporation approve and adopt the audited Balance Sheet together with the Income and Expenditure Statement for the period ending 31/08/2024 and as attached to the notice of meeting in accordance with section 71(2)(e) of the Owners Corporations Act 2006.

*Result: Yes - 45, No - 0, Abstain - 0*

#### **Motion by Ordinary Resolution - OC 2**

**RESOLVED THAT** the Owners Corporation approve and adopt the audited Balance Sheet together with the Income and Expenditure Statement for the period ending 31/08/2024 and as attached to the notice of meeting in accordance with section 71(2)(e) of the Owners Corporations Act 2006.

*Result: Yes - 27, No - 0, Abstain - 0*

#### **Motion by Ordinary Resolution - OC 3**

**RESOLVED THAT** the Owners Corporation approve and adopt the audited Balance Sheet together with the Income and Expenditure Statement for the period ending 31/08/2024 and as attached to the notice of meeting in accordance with section 71(2)(e) of the Owners Corporations Act 2006.

*Result: Yes - 14, No - 0, Abstain - 0*

### 7.2 Determination of the Administrative Budget and Fees

#### **Motion by Ordinary Resolution - OC 1**

**RESOLVED THAT** the Owners Corporation set the Administrative Budget for the period 01/09/2024 to 31/08/2025 at the amount of \$741,352.88 excluding GST and that fees be charged quarterly in advance (based on the owners corporations financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(1), 71(2)(d) and 71(2)(f) of the Owners Corporations Act 2006. This budget is to remain in force until the next Annual General Meeting.

*Result: Yes - 45, No - 0, Abstain - 0*

#### **Motion by Ordinary Resolution - OC 2**

**RESOLVED THAT** the Owners Corporation set the Administrative Budget for the period 01/09/2024 to 31/08/2025 at the amount of 41,980.00 excluding GST and that fees be charged quarterly in advance (based on the owners corporations financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(1), 71(2)(d) and 71(2)(f) of the Owners Corporations Act 2006. This budget is to remain in force until the next Annual General Meeting.

*Result: Yes - 27, No - 0, Abstain - 0*

#### **Motion by Ordinary Resolution - OC 3**

**RESOLVED THAT** the Owners Corporation set the Administrative Budget for the period 01/09/2024 to 31/08/2025 at the amount of \$15,487.71 and that fees be charged quarterly in advance (based on the owners corporations financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(1), 71(2)(d)

and 71(2)(f) of the Owners Corporations Act 2006. This budget is to remain in force until the next Annual General Meeting.

Note: OC 3 Is not registered for GST.

*Result: Yes - 14, No - 0, Abstain - 0*

**Motion by Ordinary Resolution - OC 1**

**RESOLVED THAT** the Owners Corporation increase the first levy of the financial year period 01/09/2025 to 31/08/2026 by 5% to reduce the impact of any adjustments to the levies over the following three levy periods.

*Result: Yes - 44, No -1, Abstain - 0*

**Motion by Ordinary Resolution - OC 2**

**RESOLVED THAT** the Owners Corporation increase the first levy of the financial year period 01/09/2025 to 31/08/2026 by 5% to reduce the impact of any adjustments to the levies over the following three levy periods.

*Result: Yes - 26, No - 1, Abstain - 0*

**Motion by Ordinary Resolution - OC 3**

**RESOLVED THAT** the Owners Corporation increase the first levy of the financial year period 01/09/2025 to 31/08/2026 by 5% to reduce the impact of any adjustments to the levies over the following three levy periods.

*Result: Yes - 14, No - 0, Abstain - 0*

### **7.3 Determination of the Maintenance Fund Budget and Fees**

**Motion by Ordinary Resolution - OC 1**

**RESOLVED THAT** the Owners Corporation set the Maintenance Fund Budget for the period 01/09/2024 to 31/08/2025 at the amount of \$154,834 excluding GST and that fees be charged quarterly in advance (based on the Owners Corporation financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(2), 71(2)(d) and 71(2)(f) of the Owners Corporations Act 2006. This budget is to remain in force until the next Annual General Meeting.

*Result: Yes - 45, No - 0, Abstain - 0*

**Motion by Ordinary Resolution - OC 2**

**RESOLVED THAT** the Owners Corporation set the Maintenance Fund Budget for the period 01/09/2024 to 31/08/2025 at the amount of \$100,713 excluding GST and that fees be charged quarterly in advance (based on the Owners Corporation financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(2), 71(2)(d) and 71(2)(f) of the Owners Corporations Act 2006. This budget is to remain in force until the next Annual General Meeting.

*Result: Yes - 27, No - 0, Abstain - 0*

**Motion by Ordinary Resolution - OC 3**

**RESOLVED THAT** the Owners Corporation set the Maintenance Fund Budget for the period 01/09/2024 to 31/08/2025 at the amount of \$51,705 and that fees be charged quarterly in advance (based on the Owners Corporation financial year) in accordance with the lot liability schedule of the Plan of Subdivision and in accordance with sections 23(2),

71(2)(d) and 71(2)(f) of the Owners Corporations Act 2006. This budget is to remain in force until the next Annual General Meeting.

Note: OC 3 Is not registered for GST.

*Result: Yes - 14, No - 0, Abstain - 0*

#### **7.4 Penalty Interest and Recovery Costs**

##### **Motion by Ordinary Resolution**

It was resolved that Penalty Interest will be charged at the maximum rate allowable if any fees or amounts payable to the Owners Corporation remain outstanding after the due date; and, fees and charges incurred by the Owners Corporation to collect any past due amount payable will be charged to the Owners account and will be payable upon demand.

*Please note the current rate of Penalty Interest is 10% as per the Penalty Interest Rate Act 1983*

*Result: Yes - 45, No - 0, Abstain - 0*

### **8 INSURANCE**

**Note:** The Owners Corporation insurance policy does not extend to cover the lot owner's contents within a lot (private property). Contents within a private lot are the responsibility of the lot owner to insure:

Contents include carpets, floating floors, curtains, blinds, personal valuables, furniture, household appliances not wired into the premises such as dishwashers, refrigerators, washing machines, dryers etc

In addition, lot Owners should ensure that their contents cover also includes Public Liability insurance in the name of the lot owner as occupier or landlord. The Owners Corporation insurance does not provide cover for Legal Liability for owners resulting from private ownership of individual lots.

Please note the insurance excess for your property is currently as follows  
\$5,000.00 for all claims  
\$25,000.00 for water damage claims

#### **8.1 Application of Insurance Excess**

Payment of insurance excess will be by the lot owner of the property that caused the loss, unless common property is responsible for the loss, whereby the owners corporation will then be liable to pay the insurance excess.

#### **8.2 Insurance Renewal**

##### **Motion by Ordinary Resolution**

**RESOLVED THAT** pursuant to section 59 of the Owners Corporation Act 2006, the Owners Corporation take out the following insurance for all buildings on common property:

- (a) Reinstatement and replacement insurance for all buildings on common property in accordance with section 59 of the Act; and
- (b) Public liability insurance in accordance with section 60 of the Act.

### 8.3 Insurance Valuation

#### Motion by Ordinary Resolution

It was resolved that pursuant to section 65 of the Owners Corporation Act 2006, the Owners Corporation proceed with an Insurance Replacement Valuation and advise the insurance company to amend the cover in accordance with the valuer's assessment.

## 9 HEALTH AND SAFETY

Members are advised that smoke alarms installed must be maintained and in working order. Batteries must be replaced at a minimum of every 12 months. It is a lot owner's responsibility to ensure the necessary testing is undertaken on a routine basis. Should the residence be tenanted, owners should ensure their managing agent arranges for annual testing on your behalf.

Members are reminded to advise any occupants of the Owners Corporation Rules. Should you require a copy they are available on the portal.

Please notify the Building Manager or Owners Corporation Manager immediately if any possible hazard is observed. This could be a slip or trip issue, public stairwells or corridor lighting, exit lighting etc.

## 10 ELECTION OF COMMITTEE

### 10.1 Size of the Committee

#### Motion by Ordinary Resolution - OC 1

It was resolved that the Owners Corporation limit the maximum number of committee members to 7.

#### Motion by Ordinary Resolution - OC 2

It was resolved that the Owners Corporation limit the maximum number of committee members to 8.

#### Motion by Ordinary Resolution - OC 3

It was resolved that the Owners Corporation limit the maximum number of committee members to 3.

### 10.2 Election of Committee - OC 1, 2 and 3

#### Motion by Ordinary Resolution - OC 1

**RESOLVED THAT** the nominees as presented below are elected to serve as members of the committee of the Owners Corporation until a newly appointed committee is elected:

Lot Number/s	Name of Lot Owner/s
162	Jason Yap (33)
169	Mark Kearns (32)
178	Margaret Mikulin (29)
95	Gregory Wong (29)
223	David Duong (26)
69	Zhen Wang (19)
180	Michelle Lin (21)

*Result: Carried In the majority.*

**Motion by Ordinary Resolution - OC 2**

**RESOLVED THAT** the nominees as presented below are elected to serve as members of the committee of the Owners Corporation until a newly appointed committee is elected:

<b>Lot Number/s</b>	<b>Name of Lot Owner/s</b>
92	Rita Ellul (20)
162	Jason Yap (19)
169	Mark Kearns (19)
82	Roslyn Mancer (16)
95	Gregory Wong (16)
113	Ian Macintyre (14)
47	James Brown (13)
69	Zhen Wang (13)

*Result: Carried In the majority*

**Motion by Ordinary Resolution - OC 3**

**RESOLVED THAT** the nominees as presented below are elected to serve as members of the committee of the Owners Corporation until a newly appointed committee is elected:

<b>Lot Number/s</b>	<b>Name of Lot Owner/s</b>
223	David Duong (18)
180	Michelle Lin (18)
178	Margaret Mikulin (15)

*Result: Carried In the majority*

**Note:** The numbers next to each committee member's name indicate the number of votes they received.

**10.3 Grievance Committee**

**Motion by Ordinary Resolution**

**RESOLVED THAT** the members of the Owners Corporation Committee form the Grievance Committee and that at least three members of the elected committee are to be available to resolve any dispute that may arise in accordance with Part 10 of the Owners Corporations Act and as required pursuant to Schedule 2, section 7 of the Owners Corporations Regulations 2018.

*Result: Yes - 45, No - 0, Abstain - 0*

#### 10.4 Instrument of Delegation to Committee

##### **Motion by Ordinary Resolution**

**RESOLVED THAT** pursuant to section 11 of the Owners Corporation Act 2006, the Owners Corporation delegate all powers and functions that are capable of being delegated to the Owners Corporation Committee to make decisions on behalf of the Owners Corporation, save for the powers and functions that require a unanimous or special resolution.

*Result: Yes - 45, No - 0, Abstain - 0*

#### 10.5 Scheduled Committee Meetings

The Committee is required to elect a Chairperson and Secretary and is charged with this duty as soon as practical following this Annual General Meeting but in no instance later than the 1st quarter Committee meeting.

Committee meetings for the forthcoming year will be scheduled after the Annual General Meeting.

#### 11 MATTERS FOR COMMITTEE CONSIDERATION

The following matters were raised for discussion:

##### **Committee Meetings:**

Lot 113 raised a request at the meeting for the Committee to hold more than the standard four quarterly meetings if there are important matters that require focused attention.

Additionally, it was suggested that the Committee consider holding separate meetings for OC 1, OC 2, and OC 3, rather than conducting all meetings together at once.

#### 12 NEXT ANNUAL GENERAL MEETING

The next Annual General Meeting is scheduled for 06/10/2025.

The meeting closed at 7.43PM.

**Clare Ryan**

MICM

**06.03.2025 (amended copy)**

## Citygate PS402345Y OC3 Chairperson's Report:

### OC3 Plumbing works:

The building's hot and cold water valves, which are over two decades old, needed replacement due to age and wear and to follow more recent recommendations from the VBA about water temperature. Replacing the hot water, cold water and tempering valves was essential to ensure we can effectively shut off water during emergencies and ensure safety of residents. Older valves are prone to snapping or failing, so this update was vital to reduce the risk of leaks, bursts and injuries. Apologies in the delays about those plumbing works initiated in 2023, unfortunately we only received one quote from Spectrum plumbing at that time and it was important for the committee to obtain another quote to exercise due diligence, by insuring the OC benefits from the most competitive price and from a second opinion. Despite our building manager hard work to source a second quote for those works, we were only able to obtain a second one mid 2024, from VIP plumbing, thanks to David Duong.

During the committee meeting held on 24/07/2024, the OC3 committee approved to engage VIP Plumbing for quotes:

- 18390, to replace all the existing 20mm cold water meter gate valves in the ground level car park area with new 20mm lever ball valves
- 18400, to supply and install a new 65mm lever ball valve to the existing 65mm copper main cold water supply line where it enters the Ground level car park area

Works were completed in August 2024.

Then, following a few lot owners feedback, we choose to amend the notice to circulate to every lot owner to propose some optional plumbing works in private lots: early February 24 lot owners returned the form.

As a result, in February 2025 the OC3 committee approved to raise 2 work orders with VIP plumbing, and MICM confirmed late February that both work orders have been raised now:

- To replace 24 hot water isolation valves and 22 tempering valves in private lots
- To supply and install thirteen (13) new 32mm lever ball valves and 15mm balancing valves to replace the existing pairs of valves located within the ground floor carpark at 28 Little Lonsdale Street, necessary to mitigate potential disruption when we undertake the hot water isolation works in the private lots

At the same time we've been informed about a leaking pipe in the carpark, likely to be from the low rise building (allocated to OC3): a work order has been raised immediately, and VIP plumbing came onsite to investigate that issue on Friday 28/02/25... their investigation from the carpark was inconclusive, and unfortunately they were only able to access one of the 3 private lots likely to cause that issue... VIP plumbing will come back at a later date after residents from those 2 private lots confirm their availability.

As of 3/3/2025 at 4pm our building manager didn't have any indicative date of plumbing works in private lots nor common property: we will insure residents are notified about the works at least 14 days before it is scheduled, and hope to receive updates very soon.

I would like to take this opportunity to thank our current team members: Margaret Mikulin, David Duong and Pedro Ramos, for their invaluable contributions.

In addition, I would encourage ALL owners to consider nominating for membership of the Owners Corporation Committee(s) next year. Fresh eyes and new ideas will always be welcome!

Finally, sincere thanks to Chris Peiris of FMV, our hardworking and reliable Building Manager, and to Clare Ryan of MICM for her help in actioning works in OC3 since she became our manager early October 2024.

Warm regards,  
**Marie-Line Lussiana**  
OC3 Chairperson



12 February 2021

Mr Jack Krechman  
MICM Property  
178 City Road  
SOUTHBANK VIC 3006  
jackk@micm.com.au

Dear Jack

**CITY GATE APARTMENTS**

**ESTIMATED LONG TERM MAINTENANCE PLAN - UPDATED**

Please find enclosed our Estimated Long Term Maintenance Plan for City Gate Apartments, 33 La Trobe Street and 28 Little Lonsdale Street, Melbourne.

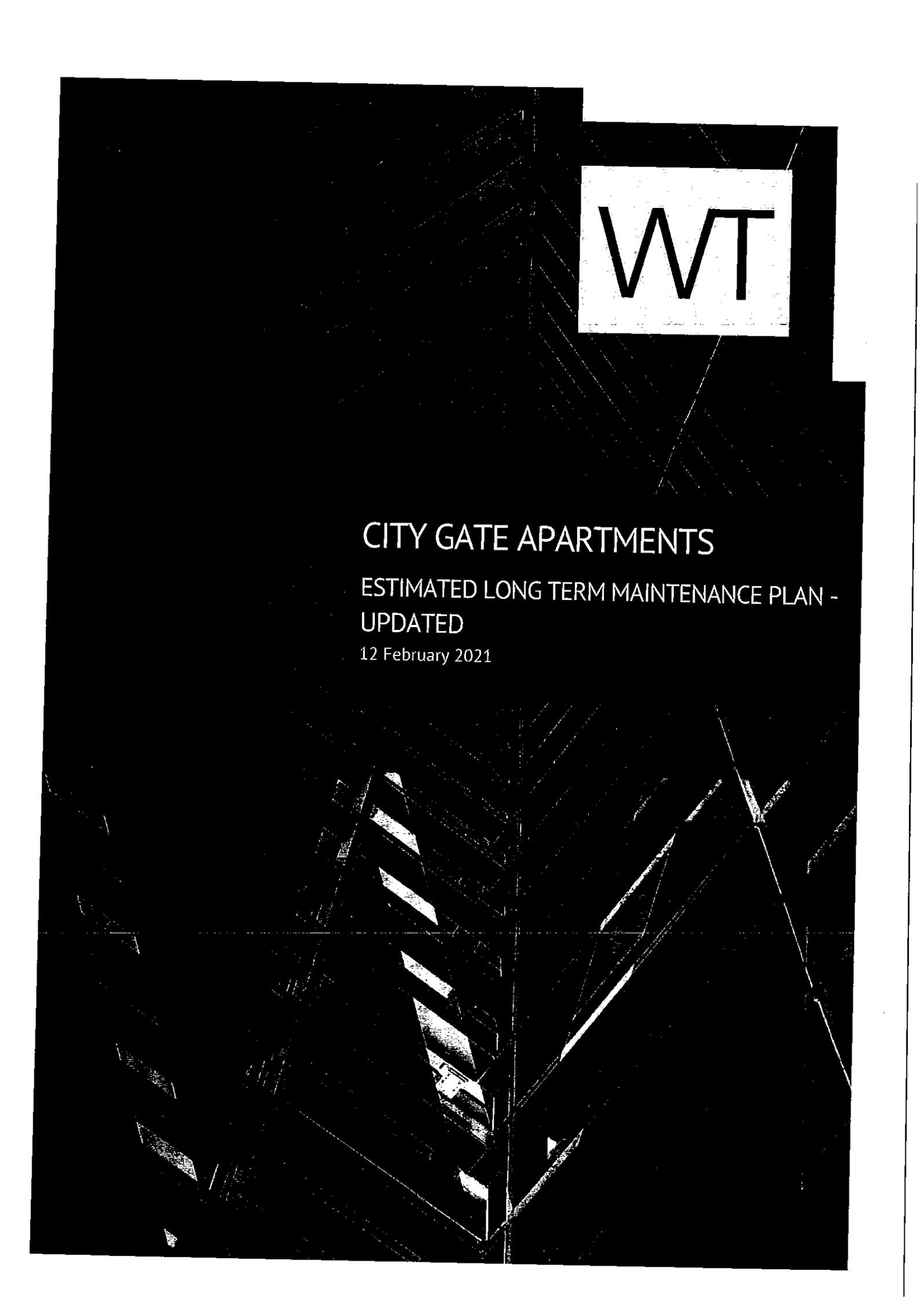
We trust the report is self-explanatory and in accordance with your current requirements. If you have any queries regarding this matter, please do not hesitate to contact Alex McDonald or the undersigned.

Yours sincerely

**A S ADKIN**  
Associate Director  
WT

T REF: 12058-04A (CITYGATE LTMP UPDATED)





WT

# CITY GATE APARTMENTS

ESTIMATED LONG TERM MAINTENANCE PLAN -  
UPDATED

12 February 2021

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## APPENDICES

APPENDIX A	FORECAST RESERVE ANNUAL BALANCE
APPENDIX B	ESTIMATED ANNUAL EXPENDITURE BY WORK ITEM
APPENDIX C	LONG TERM MAINTENANCE BALANCE GRAPH

# 1 INTRODUCTION

This Long Term Maintenance Plan has been prepared by WT Partnership (WT) for MICM Property, Owners Corporation Managers of City Gate Apartments, 33 La Trobe Street and 28 Little Lonsdale Street, Melbourne.

This management tool is prepared to assist the Owners Corporation Managers in the long term financial planning of the essential common property assets as required by the *Owners Corporation Act 2006*, and the *Owners Corporations Regulations 2018* aimed at replacing building assets at the end of their useful life.

We understand the basic requirements of the *Owners Corporation Act 2006* is for the Owners Corporation to make provisions for the replacement of lifts, heating and cooling equipment to common areas of the building.

The requirements of the *Owners Corporations Regulations 2018* are as follows:

- common property structures, including the roof, stairways, balustrades, and window frames;
- common property services, such as shared water, gas and sewerage pipes, pumps, drains, electrical and telephony infrastructure;
- common property assets, such as fences, pools, and water tanks.

As discussed with MICM Property WT advise that the Owners Corporation should consider the inclusion of asset disciplines including Electrical, Mechanical, Fire, Hydraulic Vertical Transport and Security services, as well as Building Fabric and Fixtures, Fittings and Equipment to the common areas of the property to assist the Owners Corporation to maintain the functional performance and aesthetic quality of all common assets installed within the property.

This Plan makes provision for the replacement of life safety systems (fire detection and suppression equipment, access and egress signage, emergency lighting systems and mechanical exhaust systems etc.), non-essential equipment (recreational equipment, freestanding communal furniture etc.) and regular redecoration works.

The Estimated Long-Term Maintenance Plan Levy is a provision to meet anticipated expenditure for years 1 – 15. It has been verified with the Owners Corporation Manager that there is no duplication in scope of works with any existing Operational Budget.

The project is located at City Gate Apartments, 33 La Trobe Street and 28 Little Lonsdale Street, Melbourne. The project comprises two separate apartment buildings of 18 levels and three levels respectively with a shared two level car park. The site includes an outdoor Swimming Pool, Tennis Court, Landscaped Gardens and Gymnasium. Construction of the Complex was completed in September 1997.

This site is covered by three (3 No.) Owners Corporations.

The following items relate specifically to the building and have been taken into consideration:

- There is reasonable working space within the building plant areas
- The building is located in a busy CBD location which may pose access issues.

## 2 LONG TERM MAINTENANCE PLAN

### 2.1 ANNUAL CONTRIBUTION

The Estimated Annual Contribution for Year One has been split between the Owners Corporations as follows:

	\$ (INCL GST)
Owners Corporation No. 1	145,882
Owners Corporation No. 2	94,890
Owners Corporation No. 3	48,716
<b>TOTAL YEAR ONE ANNUAL CONTRIBUTION (INCL GST)</b>	<b>\$289,488<sup>1</sup></b>

As instructed by the OC Committee, the OC1 and OC2 Estimated Yearly Annual Contributions for Year One have been set at \$145,882 and \$94,890 respectively. Subsequent Estimated Annual Contributions have been calculated to allow for an even annual increase of 1.5% based on Estimated Annual Expenditure including cost escalation aggregated over the useable life of the listed items.

**We highlight that this is an estimate made by WT based on historical cost escalation and that actual cost escalation may vary from our estimate. This Plan should therefore be reviewed regularly to ensure that cost escalation allowances within this report are reasonable. All values stated are inclusive of GST.**

WT have been advised that the existing maintenance fund balance for each of the Owners Corporation accounts is as follows:

	\$
Owners Corporation No. 1	37,767
Owners Corporation No. 2	829,065
Owners Corporation No. 3	2,395

<sup>1</sup> Excludes items covered by the separate Operations Budget including:

- Annual maintenance items such as replacing light bulbs, cleaning contracts, gardening, power, caretaking, etc.
- Specialist engineering maintenance contracts, i.e., lifts, air conditioning, essential services etc.
- Breakdowns and repair works due to mechanical defects or operator misuse/ abuse of the equipment

Assumes that the equipment will be maintained in accordance with the Original Equipment Manufacturer (OEM) guidelines as a minimum standard.

Refer to Appendix A for Estimated Annual Contribution & Forecast Reserve Annual Balance by Year.

Refer to Appendix B for Estimated Annual Expenditure by Work Item.

## 2.2 PRIORITY & URGENT WORKS

The Building Manger and OC Manager have confirmed that the following works are planned for the next 12 months:

- Garden paving works
- Lift upgrade works

WT confirms the above items have been included in the LTMP and these works are scheduled to occur in Year 1.

## 2.3 WORKS IN FIFTEEN YEAR MAINTENANCE PERIOD

We estimate the total value of works scheduled to be carried out over a 15-year replacement period has been calculated as follows:

	\$ (INCL GST)
Owners Corporation No. 1	1,478,220
Owners Corporation No. 2	2,020,432
Owners Corporation No. 3	406,936
<b>TOTAL (INCL GST)</b>	<b>\$3,905,588</b>

This value excludes the cost of those additional items which will be required to be replaced beyond the 15-year lifecycle plan.

## 2.4 ESTIMATED LONG TERM MAINTENANCE PLAN RESERVE

Based on our annual contribution calculations the Estimated Life Cycle Cost Replacement Plan Reserve would peak as follows:

	\$ (INCL GST)
Owners Corporation No. 1 Year 15 (2035)	538,068
Owners Corporation No. 2 Year 13 (2033)	917,611
Owners Corporation No. 3 Year 14 (2034)	468,079

## 3 DISCLAIMER

WT is not and does not hold out to be a building diagnostician or an expert in the assessment of building materials design lives. WT does not represent that the building assets included within this Long-Term Maintenance Plan are the limit of all the repairs and maintenance that may ultimately be required over the period of the Plan.

WT highlights this Estimated Long-Term Maintenance Plan should be considered as indicative only of the replacement costs that actually may be incurred by the property owner for the replacement of assets and periodic redecoration works to common areas of the property.

This analysis is prepared for the express purpose of assisting the Owners Corporation in the establishment of a sinking fund to facilitate future expenditure. It should not be used for any other purpose or by a third party without the written consent of WT.

WT accepts no liability for any damages the Owners Corporation may suffer should the scope of works or actual costs exceed the estimates nominated in this Estimated Long-Term Maintenance Plan.

This Estimated Long-Term Maintenance Plan has been prepared on the basis that full disclosure of all information and facts which may affect the Estimated Long-Term Maintenance Plan has been made to us. We do not accept any liability or responsibility whatsoever for the Estimated Long-Term Maintenance Plan if full disclosure has not been made. Furthermore, we do not accept responsibility for any consequential error or defect in the Estimated Long-Term Maintenance Plan which has resulted from any error, omission or inaccuracy in data or information supplied by the client or its officers and agents.

The Estimated Long-Term Maintenance Plan is solely for the use of the party by whom we were instructed and for no other purpose. We owe no duty of care to any third party who becomes aware of this Estimated Long-Term Maintenance Plan and, without our knowledge, chooses to act or rely on the whole or any part of it.

Neither the whole nor any part of this Estimated Long-Term Maintenance Plan nor any reference thereto may be included in any document, circular or statement without our approval of the form and context in which it will appear.

## 4 THE ESTIMATE & METHODOLOGY

### 4.1 THE ESTIMATE

This estimate and assessment is a preliminary opinion of the probable order of cost to replace items of plant and equipment serving common areas of the property at the end of their respective reasonable useful life in accordance with the requirements of the *Owners Corporation Act 2006* and the *Owners Corporation Regulations 2018*.

The Plan makes provision for the replacement of non-essential equipment (such as recreational equipment, freestanding communal furniture etc.) and regular redecoration works to assist the Owners Corporation to maintain the functional performance and aesthetic quality of all common assets installed within the property.

For the purpose of this Plan it has been assumed that the equipment will be maintained in accordance with the Original Equipment Manufacturer (OEM) guidelines as a minimum standard. Should any of the equipment which has been included in this Plan not be maintained to an appropriate standard the indicative lifecycles which have been used to complete this assessment are likely to change considerably. **For the avoidance of doubt this Estimated Long Term Maintenance Plan makes no allowance for costs in relation to annual maintenance or repairs to the equipment, only for total replacement at the end of the equipment's reasonable useful life and planned redecoration works on a wholesale basis.**

The 15 Year Contribution Forecast is only an indication of the provisions required to be set aside.

The Estimate identifies the approximate cost to replace or redecorate an item in a particular year relative to the future value of the item.

WT has included a provision of 3.50% for Consultants Fees.

A provision of 3.00% has been included for Contingencies for incidental items.

Cost Escalation has been based on 1.50% per annum compounded.

All estimates assume Works are competitively tendered to a minimum of 3 appropriately qualified and experienced contractors and include 10% GST.

Interest Rate earned on the Estimated Long Term Maintenance Plan balance has been based on 0.00% per annum on annual balance.

Corporate tax rate on interest earned on the Estimated Long Term Maintenance Plan balance has been based on 30% per annum.

**The analysis should be updated regularly to reflect the true value of future inflation and other assumptions included herein.**

## 4.2 METHODOLOGY

In preparing this Report, the following procedure has generally been adopted in scoping the works:

- Completed a visual inspection of the current condition of internal and external elements of the building which can be reasonably accessed.
- Met with the Building Manager and OC Manager to discuss any particular priority or urgent items of work to be undertaken in the immediate period which are not to be funded from the existing Operational Budget or by a one-off levy, if necessary.
- Met with the Building Manager and OC Manager to review our previous 2017 LTMP and update the age and remaining life of each asset within the model.
- Checked any maintenance records made available where appropriate.
- Reviewed the building specification to confirm the design life of the building fabric and the warranty provisions for building elements.
- Completed measurements from As Built drawings or Bills of Quantities, as required.
- Assessed effective life for all relevant elements of the building. Where appropriate we have considered Published Lifecycle Information including the Chartered Institute of Building Service Engineers (CIBSE) Guidelines and the Effective Life Schedules included in Tax Ruling TR2000/18C7. We have also reviewed subjective items, such as redecoration, with the Owners Corporation and their representatives.
- Issued our draft Estimated Long Term Maintenance Plan dated 25 June 2020.
- Received instructions from the OC Manager and OC Committee to make additional amendments. This has been actioned.
- Issued a final Estimated Long Term Maintenance Plan dated 3 September 2020.
- Received instructions from the OC Manager to make additional amendments. This has been actioned in this report dated 12 February 2021.

It should be noted the assessment of the current physical condition and remaining life of some elements have been made purely on a visual basis unless information to the contrary is provided by another party.

The commencing point of the cycle of repair, maintenance and replacement is the date of inspection, having regard to the original date of construction (unless a previous repair history is made available).

The following table outlines the definition for each Condition Rating that has been used by WT for a clear means of Rating each asset on a visual basis:

RATING	DEFINITION
Rating 1	<p>Excellent:</p> <ul style="list-style-type: none"> <li>▪ The asset has no identifiable defects;</li> <li>▪ There is no evidence of any damage to the asset;</li> <li>▪ The asset has an "as new" appearance</li> </ul>
Rating 2	<p>Good:</p> <ul style="list-style-type: none"> <li>▪ The asset is in very good physical condition;</li> <li>▪ Only superficial wear and tear is evident;</li> <li>▪ Only minor deterioration to finishes;</li> <li>▪ Any observable deterioration is insignificant.</li> </ul>
Rating 3	<p>Fair:</p> <ul style="list-style-type: none"> <li>▪ The asset is functional;</li> <li>▪ The asset has worn finishes;</li> <li>▪ Minor structure deterioration or minor defects evident not affecting functionality.</li> </ul>
Rating 4	<p>Poor:</p> <ul style="list-style-type: none"> <li>▪ Significant deterioration to the asset is evident;</li> <li>▪ Isolated sections of the asset need replacement or repair;</li> <li>▪ The structural integrity of the asset is in question;</li> <li>▪ The asset is operational, but components of the asset need replacement or repair.</li> </ul>
Rating 5	<p>Very Poor:</p> <ul style="list-style-type: none"> <li>▪ The asset has failed;</li> <li>▪ The asset is not operational;</li> <li>▪ There is significant deterioration evident affecting the assets structural integrity;</li> <li>▪ The asset is known by the subject matter expert to be obsolete.</li> </ul>

### 4.3 SPECIFIC EXCLUSIONS

The estimates are limited to the common property assets of the relevant Owner Corporation and do not include provision for the following:

- Any structural or latent defects including damage caused directly or indirectly by termites or pests etc.
- The unexpected catastrophic failure of the buildings fabric or the building engineering services and systems outside the item's normal life cycle as nominated.
- Insurable property risks, including water damage etc.
- The benefits of any warranties currently in place are excluded for the purpose of this Report.
- Items covered by the separate Operations Budget including:
  - Annual maintenance items such as replacing light bulbs, cleaning contracts, gardening, power, caretaking, etc.
  - Specialist engineering maintenance contracts, i.e., lifts, air conditioning, essential services etc.
  - Breakdowns and repair works due to mechanical defects or operator misuse/ abuse of the equipment
- Changes to the use of the building.
- Functional or technological obsolescence.
- Building compliance upgrades to meet new statutory requirements legislated after the approvals necessary for the initial construction of the building

WT

# APPENDIX A

FORECAST RESERVE ANNUAL BALANCE



DATE: 12 FEBRUARY 2021

**LONG TERM MAINTENANCE PLAN ESTIMATE  
FOR OC - OVERALL SUMMARY  
FORECAST RESERVE ANNUAL BALANCE**

Interest Rate            0.00%  
Inflation Rate         1.50%  
Company Tax Rate:     30%

Year	FINANCIAL YEAR ENDING 30 JUNE	ANNUAL CONTRIBUTION [Incl. Inflation]	ANNUAL EXPENDITURE [Incl. Inflation]	ESTIMATED GST TAX ADJUSTMENT	INTEREST AFTER COMPANY TAX ADJUSTMENT	NET RESERVE INCLUDING INTEREST & TAX ADJUSTMENTS
Year 0	2020					\$869,227
Year 1	2021	289,488	(816,776)	47,935	0	\$389,874
Year 2	2022	293,830	(192,692)	(9,194)	0	\$481,818
Year 3	2023	298,238	(60,622)	(21,601)	0	\$697,832
Year 4	2024	302,711	(182,564)	(10,922)	0	\$807,057
Year 5	2025	307,252	(521,728)	19,498	0	\$612,079
Year 6	2026	311,861	(57,338)	(23,138)	0	\$843,463
Year 7	2027	316,539	(490,623)	15,826	0	\$685,204
Year 8	2028	273,252	(53,682)	(19,961)	0	\$884,813
Year 9	2029	277,350	(151,608)	(11,431)	0	\$999,124
Year 10	2030	281,511	(96,876)	(16,785)	0	\$1,166,974
Year 11	2031	285,733	(74,747)	(19,181)	0	\$1,358,779
Year 12	2032	290,019	(50,576)	(21,768)	0	\$1,576,455
Year 13	2033	294,370	(55,733)	(21,694)	0	\$1,793,397
Year 14	2034	298,785	(178,459)	(10,939)	0	\$1,902,784
Year 15	2035	303,267	(921,564)	56,209	0	\$1,340,696
<b>Total [Incl. GST]</b>		<b>\$4,424,204</b>	<b>(\$3,905,588)</b>	<b>(\$47,147)</b>	<b>\$0</b>	



DATE: 12 FEBRUARY 2021

**LONG TERM MAINTENANCE PLAN ESTIMATE  
FOR OC NO. 1  
FORECAST RESERVE ANNUAL BALANCE**

Interest Rate                    0.00%  
Inflation Rate                    1.50%  
Company Tax Rate:                30%

Year	FINANCIAL YEAR ENDING 30 JUNE	ANNUAL CONTRIBUTION [Incl. Inflation]	ANNUAL EXPENDITURE [Incl. Inflation]	ESTIMATED GST TAX ADJUSTMENT	INTEREST AFTER COMPANY TAX ADJUSTMENT	NET RESERVE INCLUDING INTEREST & TAX ADJUSTMENTS
Year 0	2020					\$37,767
Year 1	2021	145,882	(147,975)	190	0	\$35,864
Year 2	2022	148,070	(131,596)	(1,498)	0	\$50,841
Year 3	2023	150,291	(58,700)	(8,327)	0	\$134,106
Year 4	2024	152,546	(49,832)	(9,338)	0	\$227,482
Year 5	2025	154,834	(253,329)	8,954	0	\$137,941
Year 6	2026	157,156	(55,329)	(9,257)	0	\$230,512
Year 7	2027	159,514	(279,689)	10,925	0	\$121,261
Year 8	2028	113,871	(51,611)	(5,660)	0	\$177,862
Year 9	2029	115,579	(46,265)	(6,301)	0	\$240,875
Year 10	2030	117,313	(63,725)	(4,872)	0	\$289,591
Year 11	2031	119,073	(72,582)	(4,226)	0	\$331,855
Year 12	2032	120,859	(48,378)	(6,589)	0	\$397,747
Year 13	2033	122,672	(53,502)	(6,288)	0	\$460,628
Year 14	2034	124,512	(49,840)	(6,788)	0	\$528,511
Year 15	2035	126,379	(115,866)	(956)	0	\$538,068
<b>Total [Incl. GST]</b>		<b>\$2,028,551</b>	<b>(\$1,478,220)</b>	<b>(\$50,030)</b>	<b>\$0</b>	

DATE: 12 FEBRUARY 2021

**LONG TERM MAINTENANCE PLAN ESTIMATE  
FOR OC NO. 2  
FORECAST RESERVE ANNUAL BALANCE**

Interest Rate                    0.00%  
Inflation Rate                    1.50%  
Company Tax Rate:                30%

Year	FINANCIAL YEAR ENDING 30 JUNE	ANNUAL CONTRIBUTION [Incl. Inflation]	ANNUAL EXPENDITURE [Incl. Inflation]	ESTIMATED GST TAX ADJUSTMENT	INTEREST AFTER COMPANY TAX ADJUSTMENT	NET RESERVE INCLUDING INTEREST & TAX ADJUSTMENTS
Year 0	2020					\$829,065
Year 1	2021	94,890	(618,141)	47,568	0	\$353,382
Year 2	2022	96,313	(60,339)	(3,270)	0	\$386,086
Year 3	2023	97,758	(1,153)	(8,782)	0	\$473,908
Year 4	2024	99,224	(131,952)	2,975	0	\$444,157
Year 5	2025	100,713	(183,897)	7,562	0	\$368,535
Year 6	2026	102,223	(1,206)	(9,183)	0	\$460,369
Year 7	2027	103,757	(145,863)	3,828	0	\$422,091
Year 8	2028	105,313	(1,242)	(9,461)	0	\$516,701
Year 9	2029	106,893	(104,503)	(217)	0	\$518,873
Year 10	2030	108,496	(1,280)	(9,747)	0	\$616,343
Year 11	2031	110,124	(1,299)	(9,893)	0	\$715,274
Year 12	2032	111,776	(1,319)	(10,042)	0	\$815,690
Year 13	2033	113,452	(1,338)	(10,192)	0	\$917,611
Year 14	2034	115,154	(127,713)	1,142	0	\$906,194
Year 15	2035	116,881	(639,187)	47,482	0	\$431,370
<b>Total</b>	<b>[Incl. GST]</b>	<b>\$1,582,968</b>	<b>(\$2,020,432)</b>	<b>\$39,769</b>	<b>\$0</b>	



DATE: 12 FEBRUARY 2021

**LONG TERM MAINTENANCE PLAN ESTIMATE  
FOR OC NO. 3  
FORECAST RESERVE ANNUAL BALANCE**

Interest Rate            0.00%  
Inflation Rate            1.50%  
Company Tax Rate:        30%

Year	FINANCIAL YEAR ENDING 30 JUNE	ANNUAL CONTRIBUTION [Incl. Inflation]	ANNUAL EXPENDITURE [Incl. Inflation]	ESTIMATED GST TAX ADJUSTMENT	INTEREST AFTER COMPANY TAX ADJUSTMENT	NET RESERVE INCLUDING INTEREST & TAX ADJUSTMENTS
Year 0	2020					\$2,395
Year 1	2021	48,716	(50,659)	177	0	\$628
Year 2	2022	49,447	(757)	(4,426)	0	\$44,891
Year 3	2023	50,188	(769)	(4,493)	0	\$89,818
Year 4	2024	50,941	(780)	(4,560)	0	\$135,419
Year 5	2025	51,705	(84,502)	2,981	0	\$105,604
Year 6	2026	52,481	(804)	(4,698)	0	\$152,583
Year 7	2027	53,268	(65,071)	1,073	0	\$141,852
Year 8	2028	54,067	(828)	(4,840)	0	\$190,251
Year 9	2029	54,878	(841)	(4,912)	0	\$239,376
Year 10	2030	55,701	(31,871)	(2,166)	0	\$261,040
Year 11	2031	56,537	(866)	(5,061)	0	\$311,650
Year 12	2032	57,385	(879)	(5,137)	0	\$363,018
Year 13	2033	58,246	(892)	(5,214)	0	\$415,158
Year 14	2034	59,119	(906)	(5,292)	0	\$468,079
Year 15	2035	60,006	(166,510)	9,682	0	\$371,258
<b>Total [Incl. GST]</b>		<b>\$812,685</b>	<b>(\$406,936)</b>	<b>(\$36,886)</b>	<b>\$0</b>	

The logo consists of the letters 'W' and 'T' in a bold, sans-serif font, positioned within a white rectangular box. The background of the entire page is a dark, high-contrast photograph of a building's structural elements, possibly a bridge or a large industrial structure, with strong diagonal lines and shadows.

## APPENDIX B

ESTIMATED ANNUAL EXPENDITURE BY WORK ITEM















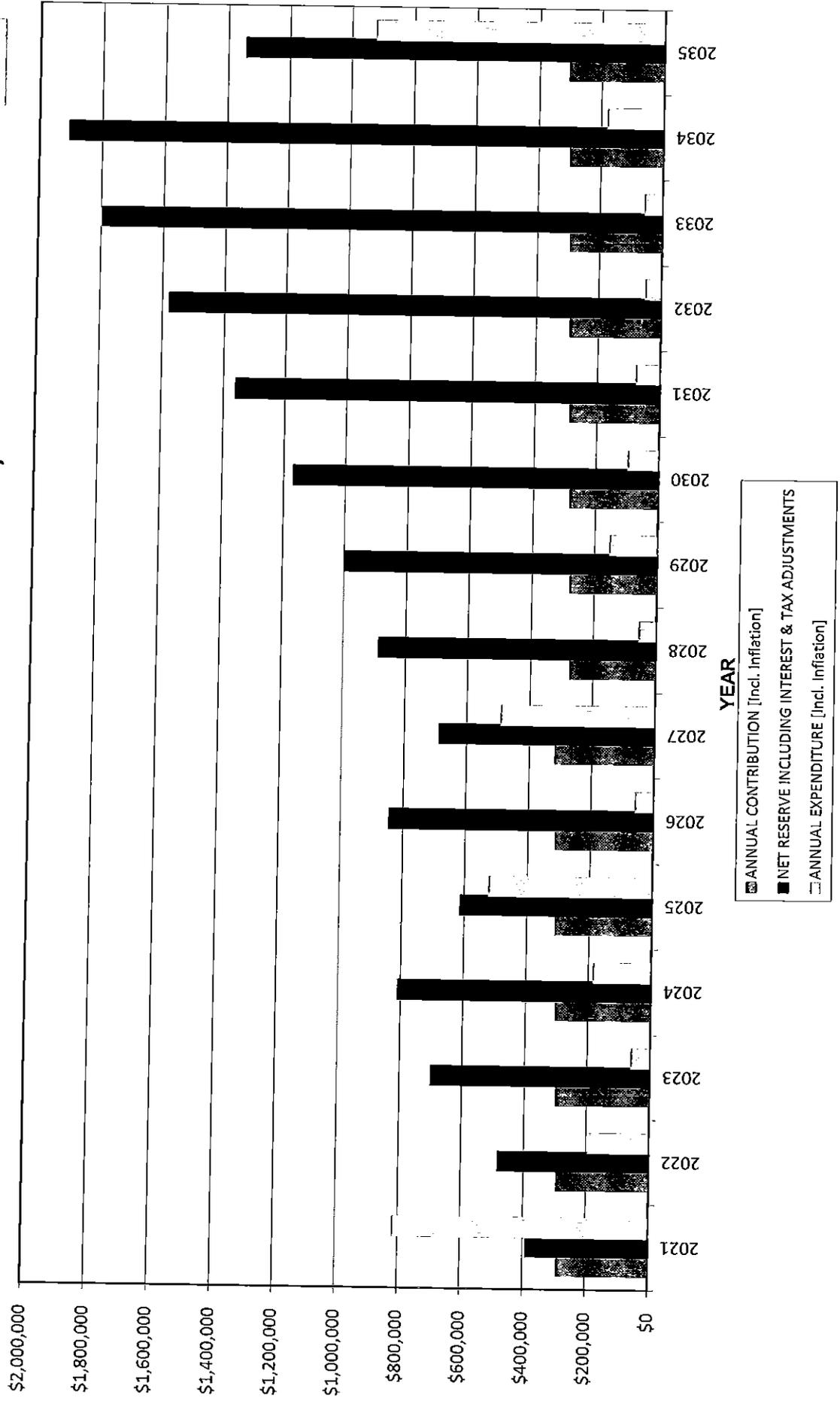
WT

# APPENDIX C

LONG TERM MAINTENANCE BALANCE GRAPH

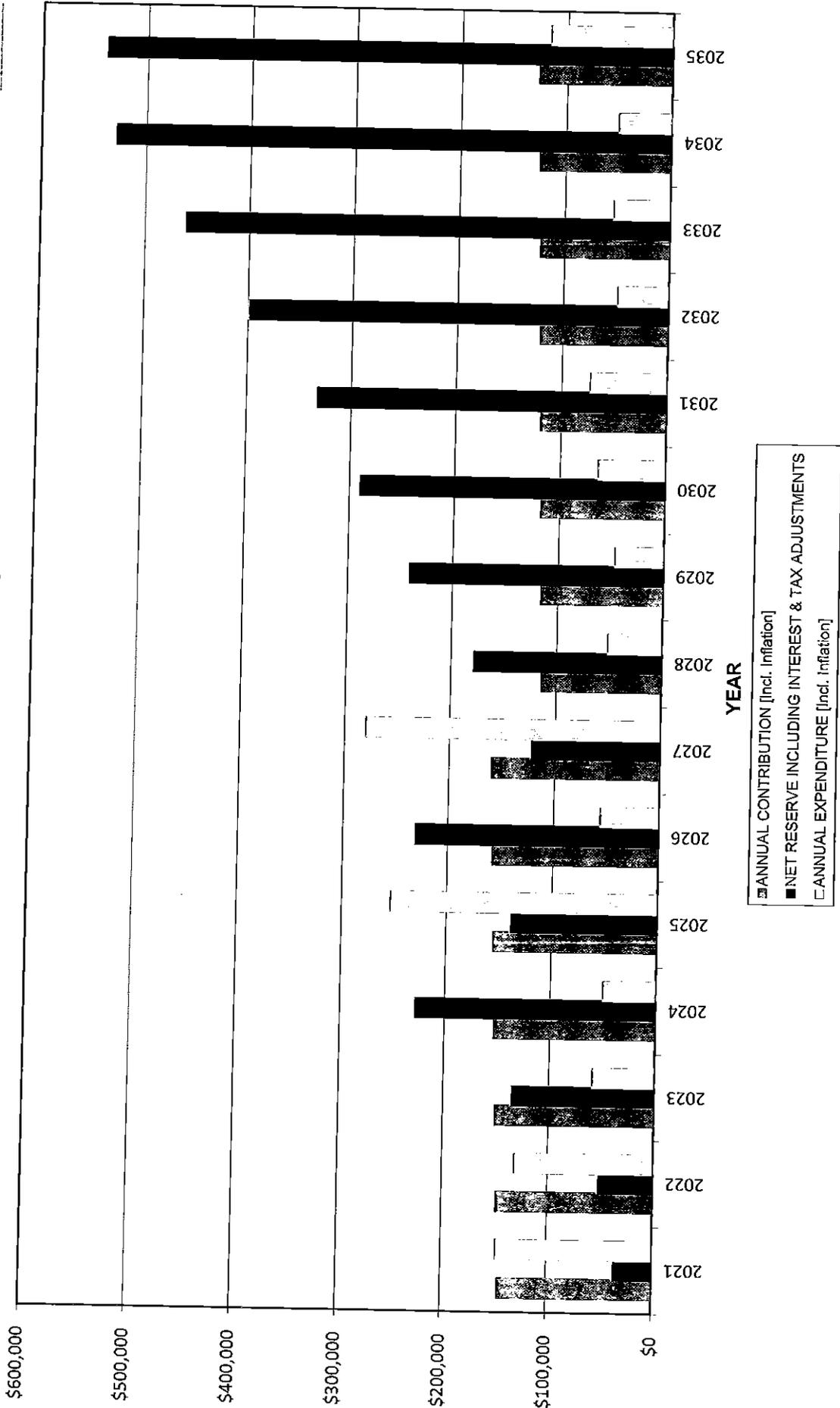


### Net Reserve Fund Annual Balance - Overall Summary



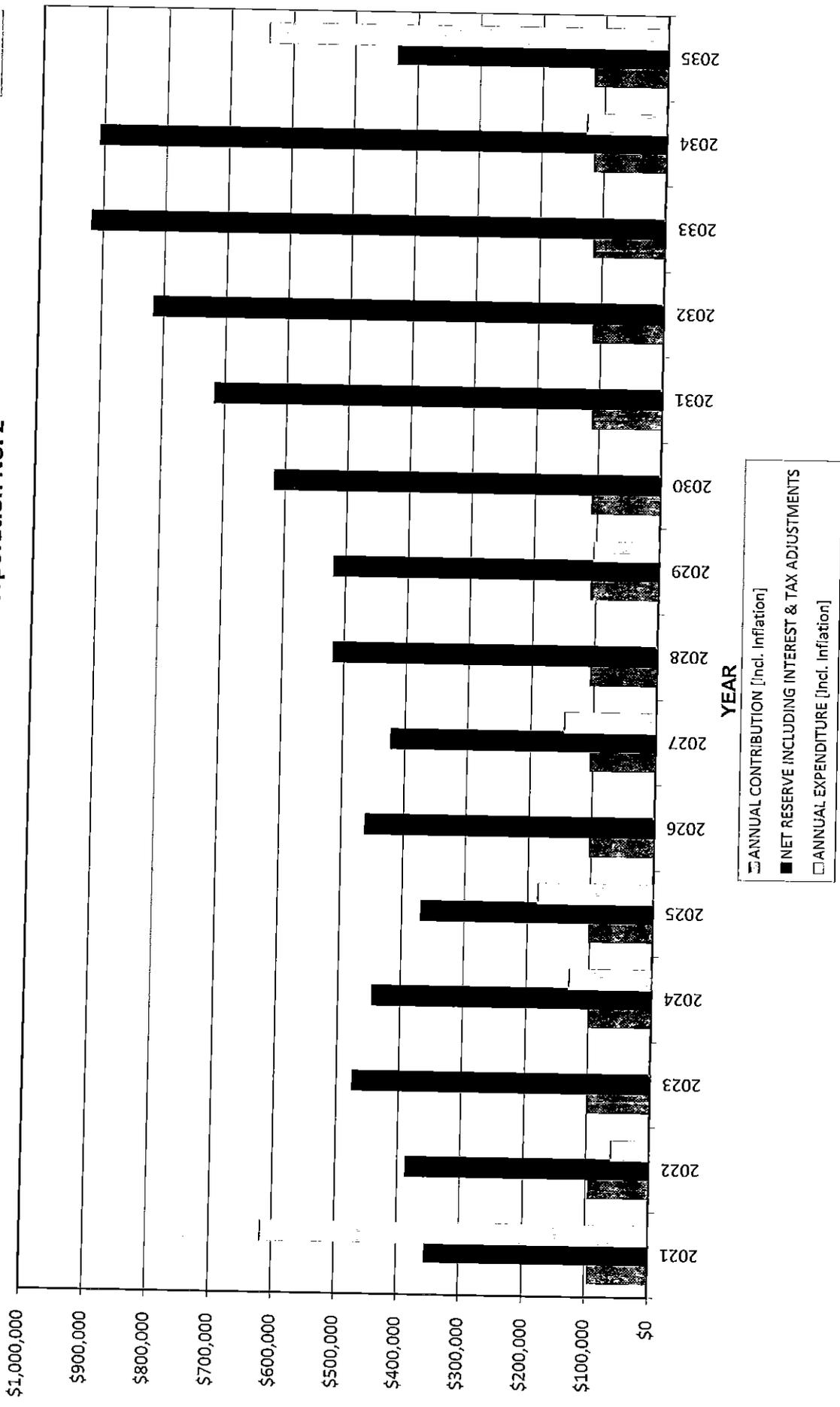


### Net Reserve Fund Annual Balance - Owner's Corporation No. 1



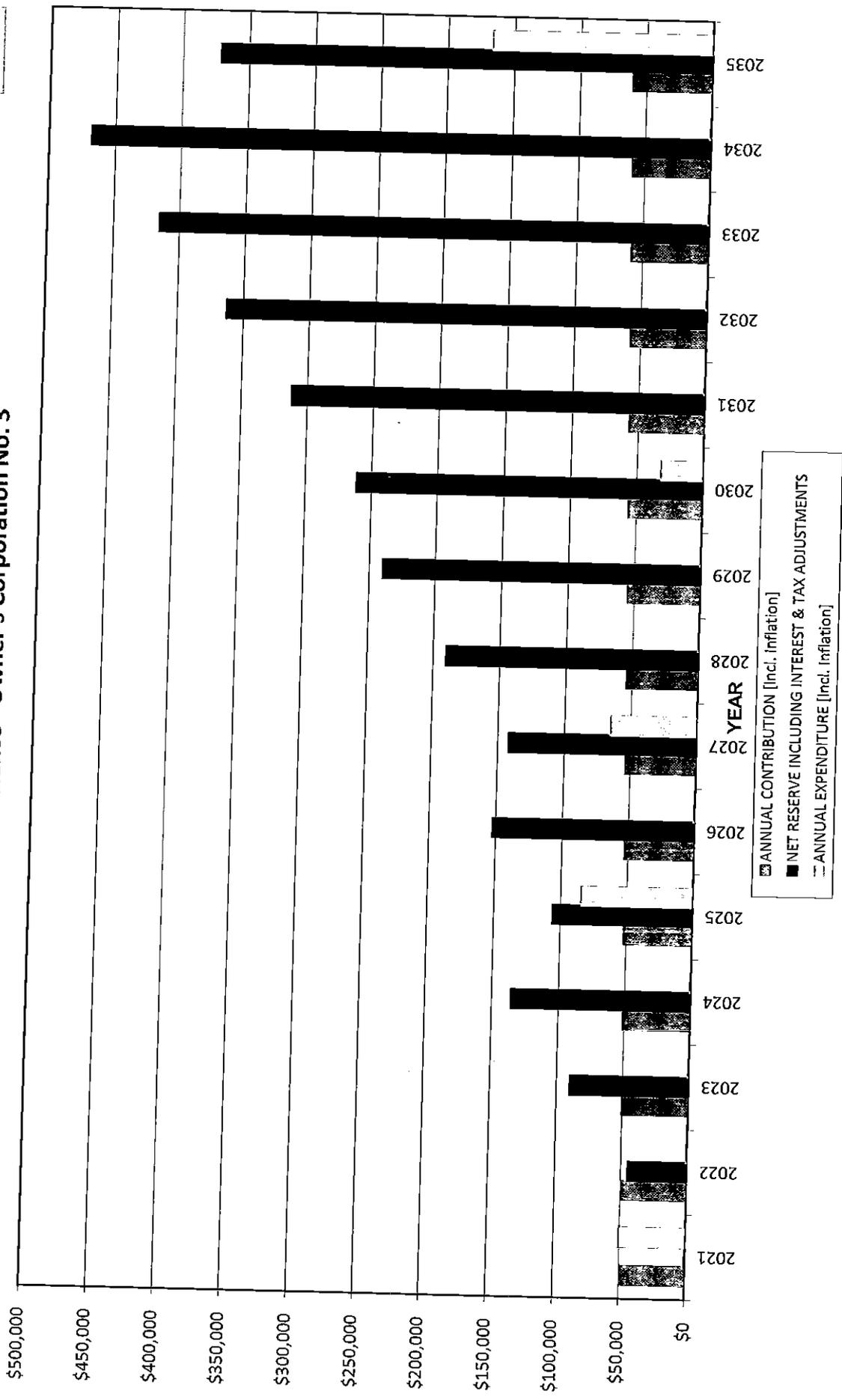


### Net Reserve Fund Annual Balance - Owner's Corporation No. 2





### Net Reserve Fund Annual Balance - Owner's Corporation No. 3





# Imaged Document Cover Sheet

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**SUBDIVISION ACT 1988**



**NOTIFICATION OF ADOPTION OF RULES**

By Body Corporate 402345Y 1,2 & 3  
Regulation 407 Subdivision (Body Corporate) Regulations 1989

Lodged by: B.C.P. 402345Y 1, 2 & 3  
Name: B.C.P. 402345Y 1, 2 & 3(CityGate)  
Phone: c/- 9670 0222  
Address: c/- Melbourne Inner City Management, 4<sup>th</sup> floor, 365 Queen Street, Melbourne  
Ref: Nil  
Customer code: Nil

Body Corporate Plan No. 402345Y 1, 2 & 3

Attached is a copy of: *Code 6962 a*

- Rules made by the Body Corporate under Regulation 407 of the Subdivision (Body Corporate) Regulations 1989.

Date the *13/4/99*

THE COMMON SEAL OF BODY CORPORATE )  
PLAN NO. 402345Y 1, 2 & 3 was hereto affixed in )  
Accordance with Regulation 618 of the Subdivison )  
(Body Corporate) Regulations 1989 in the presence )  
of: )



*[Signature]*



- Member of Body Corporate (2 or more)
- Committee Member
- Secretary
- Managing Agent
- Administrator
- Delegated Officer



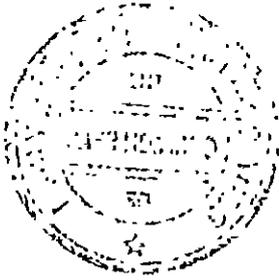
SEE SUBSTITUTE  
ATTACHED *RG 12/7/99*

 Natural Resources and Environment  
AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

**INTENTIONALLY**



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## SUBDIVISION ACT 1988

NOTIFICATION OF ADOPTION OF RULES  
By Body Corporate 402345Y Plan No.1  
Regulation 407 Subdivision (Body Corporate) Regulations 1989

Lodged by: B.C.P. 402345Y Plan No.1  
Name: B.C.P. 402345Y Plan No.1  
Phone: C/- 9670 0222  
Address: C/- Melbourne Inner City Management, 4<sup>th</sup> floor, 365 Queen Street, Melbourne  
Ref: nil  
Customer code: nil

Body Corporate Plan No. 402345Y Plan No.1

Attached is a copy of:

- Rules made by the Body Corporate under Regulation 407 of the Subdivision (Body Corporate) Regulations 1989.

Date the 23<sup>rd</sup> day of June 1999

THE COMMON SEAL OF BODY CORPORATE  
PLAN NO. 402345Y Plan No.1 was hereto affixed in  
Accordance with Regulation 618 of the Subdivision  
(Body Corporate) Regulations 1989 in the presence  
of:



- [Handwritten signature]*
- 
- Member of Body Corporate (2 or more)
  - Committee Member
  - Secretary
  - Managing Agent
  - Administrator
  - Delegated Officer
  - Delete if inapplicable





Natural Resources and Environment

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**BODY CORPORATE No 1 PLAN OF SUBDIVISION - PS 402345Y**

**BODY CORPORATE No 2 PLAN OF SUBDIVISION - PS 402345Y**

**BODY CORPORATE No 3 PLAN OF SUBDIVISION - PS 402345Y**

**SPECIAL RULES UNDER REGULATION 407 OF THE SUBDIVISION  
(BODY CORPORATE) REGULATIONS 1989.**

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At any and all places in these rules where it refers to the Body Corporate it may also mean a Committee of Management or a Body Corporate Manager that have been duly appointed and delegated by the Body Corporate to assume certain powers and duties of the *Body Corporate and in particular to set the terms and conditions referred to in any of the rules contained herein.*

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other member or occupant of his lot or the common property would be unreasonably prejudiced or affected thereby.

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**1. Interpretation/Definitions:**

"Act" means Subdivision Act 1988.

"Body Corporate" means Body Corporate No 1 on Plan no 402345Y and/or Body Corporate No 2 on Plan no 402345Y and/or Body Corporate No 3 on Plan no 402345Y

"Building" means all and any buildings, structures or improvements comprised in the Development.

"Common Property" means any common property described on the Plan of Subdivision.

"Development" means all the land and improvements comprised in Plan of Subdivision No. PS 402345Y and known as "City Gate" at 33-47 Latrobe Street, 22-48 Lonsdale Street Melbourne.

"Lot or Lots" means a Lot or Lots on the Plan of Subdivision.

"Member" means an owner of a Lot on the Plan of Subdivision.

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

"Plan of Subdivision" means Plan of Subdivision No PS 402345Y

"Proprietor" means a Member of the Body Corporate.

"Regulations" means the Subdivision (Body Corporate) Regulations 1989.

2. **Use:**

A Member must not, and must ensure that the Occupier of a Member's lot does not -

- (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors.
- (b) use or permit a lot affected by the Body Corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier.
- (c) use any of the common area recreational facilities for any purpose other than specified by the Body Corporate and all such use shall be in a thoughtful manner and with due and proper care and in accordance with posted regulations.
- (d) use or occupy any lot or lots or any part thereof as a shop or other place for carrying on any trade or business, except lot 227 and lot 228.
- (e) use or occupy any lot or lots for a use or in a manner that would contravene any planning regulations, requirements or restrictions placed on the Plan of Subdivision.
- (f) permit smoking in any of the common property.

3. **Vehicles, Driveways, and Car Parking Areas:**

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

- (a) drive or operate any motor vehicle on any internal road surface in excess of 10kph.
- (b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Body Corporate.

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- (c) permit bicycling, roller blading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the common property.
- (d) use any carparking space otherwise than for the purpose of parking any motor vehicle or motor cycle or boat or bicycle therein and then in such manner as may be fair and reasonable or permit any mechanical repairs, except of an emergency nature, be performed on any vehicle so parked.
- (e) park, either for short or long term time periods, any Occupier's vehicle in any carpark space, driveway, except in the space or spaces as delineated on title as belonging to each individual lot.
- (f) interfere with the operation, function or control of the electronic vehicular gates.
- (g) obstruct any easement giving access to any lots or to common property for any purpose other than the reasonable ingress to and egress from an Occupiers respective lot.
- (h) wash any vehicle in any area or carparking space or any common property whatsoever.
- (i) allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil, grease and fluids of any kind are removed immediately upon notice of same or notification of build up by the Body Corporate.

**4. Noise:**

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

- (a) create upon the Members lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another lot or of any person lawfully using common property, in particular:
  - (i) not to hold or permit to be held any social gathering in his or her lot which is likely to cause any such noise as set out above; and
  - (ii) not permit any piano or other musical instrument to be practiced or played upon, or any avoidable noise to be made, in his or her lot between the hours of 10:00 p.m. and 8:00 a.m.; and

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- (iii) not to hold any social gathering or create any noise likely to be objected to in the common areas or on balconies or patios between the hours of 10:00 p.m. and 8:00 a.m.; and
- (iv) not allow radios, radiograms, television sets, stereos, CD players or the like to cause any such noise as set out above.
- (b) annoy other Members or Occupiers with unavoidable noise in a lot on any area of common property and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her lot and also such further steps as may be within his or her power to effect.
- (c) allow guests to leave or Members or Occupiers to leave or return to a lot after 10:00 p.m. without making sure they do so in a quiet and orderly manner as to not cause an annoyance or disturbance to any other Members or Occupiers.

**5. Animals:**

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

- (a) keep any animal on a lot affected by the body corporate or the common property after being given notice by the Body Corporate to remove such animal after the Body Corporate has resolved that the animal is causing a nuisance.
- (b) exercise any animals on common property or allow any animal to roam freely on common property .
- (c) fail to clean up after any animal debris or make good damage to any common property.

**6. Signage:**

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

- (a) display any placard advertisement or sign on the common property or their lot for any reason or purpose whatsoever.

**7. Balconies, Patios, Garden Areas and Any Exterior Building Surfaces and external appearance:**

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

- (a) hang clothes, store bicycles or other articles on the balconies, exteriors of the units/apartments or on any other common area or property except in specific areas if any designated for that purpose by the Body Corporate.

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- (b) store or keep on the common property or any part thereof any materials or goods including bicycles and other items except in designated areas if any and subject to terms and conditions set forth in writing by the Body Corporate.
- (c) install any flywire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so from the Body Corporate and provided that said permission complies with the standards established by the Body Corporate.
- (d) keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot or interfere with the use and enjoyment of their lots by the Occupiers of those lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other lots.
- (e) construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio or balcony without having first obtained the written consent of the Body Corporate and building regulations or planning laws.
- (f) construct or erect any outside wireless, television aerial, skydish receivers satellite dish or receiver or thing of like nature without the previous consent in writing of the Body Corporate.
- (g) erect any external blinds or awning without the previous consent in writing of the Body Corporate.
- (h) hang curtains visible from outside the lot unless those curtains have a backing of off-white or cream colour without the prior written approval of the Body Corporate. A member shall not install, any window tinting without having the colour and design or same approved by the Body Corporate.

Except that a member shall be and is hereby authorised and entitled to install an airconditioner or any airconditioning equipment on any part thereof of any balcony comprised within the member's Lot or in any part of the common area adjoining a Member's Lot, subject only to the Body Corporate consenting, (such consent not to be unreasonably withheld), to the positioning of such airconditioner and/or air-conditioning equipment so as to be as unobtrusive as is possible.

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**8. Common Facilities:**

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

- (a) breach any rules & regulations pertaining to each common facility and not remove any item, equipment or other such things that are and shall remain the property of the Body Corporate from any facility for any reason whatsoever.
- (b) use the gymnasium without observing the following :
  - (i) children below the age of 12 years are not permitted in the gymnasium
  - (ii) hours of use are 6:00am to 10:00pm.
  - (iii) use the gymnasium equipment in accordance with the rules set out from time to time by the Body Corporate and with due care and in accordance with the manufacturers instructions and shall (and hereby agrees to) indemnify and release the Body Corporate against and from all claims for damage and injury.
  - (iv) restrict use to residents only, not permit visitors and guests to use the facilities.
  - (v) radio volumes to be kept at a reasonable level, lowered if asked.
  - (vi) no food, smoking or beverages in glass containers allowed in this area.
- (c) use the pool without observing the following:
  - (i) children below the age of 12 years must be accompanied and supervised by an adult at all times.
  - (ii) hours of use are 7:00am to 10.00 pm.
  - (iii) no food, alcoholic or other beverages, smoking, glass containers or receptacles of any kind are permitted in the area.
  - (iv) only swimwear attire is allowed, topless and nude bathing prohibited.
  - (v) restrict use to residents only, not permit visitors and guests to use the facilities.
  - (vi) diving, running, horseplay and the like are strictly prohibited in the pool areas.
- (d) use the Tennis Court without observing the following:
  - (i) children under the age of 12 years must be accompanied by an adult.
  - (ii) hours of use 8 a.m. to dusk.
  - (iii) guests and visitors must be accompanied by an occupier at all times and limited to Four (4) per unit.
  - (iv) no food, smoking, glass, or breakable objects permitted within this area.

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- (v) bookings are required at all times to be registered in the bookings book located in the gym and are to be limited to seven (7) days in advance, no block bookings allowed, all bookings must contain unit number as well as resident name, bookings accepted for a maximum period of one (1) hour, cancellations must be noted in the book by drawing a line through the booking.
  - (vi) no other games other than tennis are to be played on the tennis court.
  - (vii) appropriate white soled tennis footwear must be worn at all times.
- (e) use the bicycle storage area without observing the following:
- (i) bicycles are only allowed to be stored in the area designated by the Body Corporate.
  - (ii) no claim can be made on the Body Corporate for any loss or damage of any item.

**9. Rubbish:**

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

- (a) deposit household rubbish in any other receptacles or in any other part of the common property except inside the rubbish bins in accordance with the instructions as determined by the Body Corporate.
- (b) deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Body Corporate as separate collection receptacles for items of this nature.
- (c) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Member concerned.
- (d) deposit cans, bottles or cardboard in the rubbish bins or any area except in the recycling bins or area provided for such.

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**10. Damage & Repairs:**

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

- (a) damage, deface, or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Body Corporate property located on, in or attached to the common property, provided further that if the Body Corporate expends money to make good damage caused by any Member or tenants, guests, servants, employees, agents, children, invitees or licensees of the Member of any of the lots, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the lot at the time when the damage occurred.
- (b) fail to properly inform the Body Corporate within twenty-four (24) hours of any damage to property which may be subject of a claim against the Body Corporate building and/or public liability insurance policy.
- (c) interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Body Corporate specifically for work being undertaken.
- (d) interfere with the operation, function or control of any of the common property fixtures, fittings or equipment, including but not limited to all, pedestrian entrances, lighting, fire controls, landscape features and structures including the sprinkler system and any facility controls or equipment.
- (e) commit, perform or cause any manner or any act on any lot or lots or on the common property so as to commit or cause any breach of any Act of Parliament or any regulation, permits, by-law or order made by any Municipal, Statutory, Government or other Authority authorised by law to make such regulation, by-law or order or issue such permits.
- (f) store any inflammable liquid or chemical on any lot or any part of the common property nor suffer to be done any act or thing whereby any policy of insurance on the buildings and other improvements in the parcel or any part thereof may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance.

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- (g) use the water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein provided further that any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence's shall be borne by the Member whether the same is caused by his or her own actions or those of members of his or her household or his or her invitees.
- (h) interfere or activate any of the buildings fire protection services including but not limited to alarms, sprinklers, smoke detectors and fire hydrants except in the case of an emergency provided further that the Body Corporate may recover the cost of any charges for false alarms or making good any damage from the Occupier or Member.

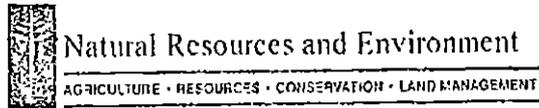
**11. Relocations, Deliveries, Tradesman:**

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

- (a) give less than twenty-four (24) hours notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any lot and the moving of same must be done in a manner and at the time directed by the representative of the Body Corporate PROVIDED THAT nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not be occasioned to any items of Common Property or of property belonging to the Member or Occupier of any other lot.
- (b) damage, obstruct or interfere with the lift stairways, corridors or any common property when moving any items in or out of any lot.
- (c) arrange for tradespersons (except in emergencies) or any nature or kind to perform works to be accomplished except during normal working hours, 8.00a.m. to 6.00p.m. and there shall be no work done by tradespeople on weekends or public holidays or without the supervision and at the sole responsibility of the member so arranging.
- (d) arrange for deliveries of any kind or nature unless the Member or designee is at or on the premises to accept and arrange for same at each Members sole cost and liability.

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**12. Use of Lifts:**

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

- (a) use any lifts for any other purpose other than to gain access to his or her lot as directed by the Body Corporate and not unless the use is in accordance with any operating instructions of the lift supplier or regulations made by the Body Corporate with respect to the use of lifts.
- (b) use the lifts in anyway as to interfere with any other Members or Occupier's use thereof;
- (c) hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time so as to interfere with the normal operation of or the other Members or Occupiers use of the lifts.
- (d) press the alarm or stop buttons except in an emergency situation.
- (e) press any button other than the one representing the floor or level that the lift is required to stop at.
- (f) use the lift for moving furniture and furnishings into or out of a unit without first having obtained the consent of the Body Corporate and then only by observing the specific instructions determined by the Body Corporate.

**13. Behaviour of Invitees:**

A Member must not, and must ensure that the Occupier of a Member's lot and all of their respective guests, visitors, and invitees of any kind and for any purpose whatsoever does not -

- (a) behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using the common property.
- (b) fail to accept liability for and compensate the Body Corporate in respect of all damage to the common property or personal property vested in it caused by any such Owner, Occupier or their invitees.
- (c) fail to inform and require compliance of all Body Corporate Rules & Regulations on any Occupier (including any occupier subject of a lease or license agreement) guests, servants, employees, agents, children, invitees, licensees or persons coming upon the lot or the common property with the consent or approval (actual or implied) of such Owner or Occupier.

**14. Serviced Apartments:**

A member shall not be prevented from using or leasing the members lot for use as a serviced apartment and any other rules shall be construed and read accordingly.

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# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

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

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

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



31/03/2025

Plan of Subdivision No: 402345Y - City Gate - Garden Apartments OC3

City Gate  
Lot No: 219  
Lot Street No: 28  
Little Lonsdale Street, Melbourne

Please find attached Owners Corporation Certificate/s, as requested, in respect of the above-mentioned property.

When settlement has taken place, could you please record new owner details on the attached information sheet, and return to our office along with the Notice of Acquisition/Disposition so we may amend our records accordingly.

It is advised that you contact MICM Property at least two (2) working days prior to settlement to confirm current fee status. This updated information is provided free of charge to the original requester, provided that the enquiry is within three (3) months of the original Owners Corporation Certificate date of issue.

Please contact the Owners Corporation via email on [ownerscorp@micm.com.au](mailto:ownerscorp@micm.com.au) for an update prior to settlement, or regarding any related queries.

Regards

MICM

**Attachments:**

Model Rules  
Additional Rules of the Owners Corporation  
Statement of Advice and Information for Prospective Purchasers and Lot Owners - Schedule 3  
Minutes from last Annual General Meeting  
Contracts, leases, licences or agreements  
Other Building related documents

## Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 16 Owners Corporations Regulations 2018

OC Number	402345Y - City Gate - Garden Apartments OC3
Property	City Gate 219/28 Little Lonsdale Street Melbourne
Vendor	William Wu
Vendors Representative	DANG QUACH SOLICITOR
Reference	REQ-10060-C0C5B

**This certificate is issued for lot 219, 402345Y - City Gate - Garden Apartments OC3**

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

**IMPORTANT:** The information in this certificate is issued on **31/03/2025**. You should obtain an update over the phone immediately prior to settlement.

a) The present fees for the above Lot are \$1,221.68 per annum for the year commencing 01/09/2024 paid Quarterly (The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Amount	Details
01/09/2024	\$277.79	Standard Fee City Gate - Garden Apartments OC 3 From: 01/09/2024 To: 30/11/2024 City Gate - Garden Apartments OC 3
01/12/2024	\$277.79	Standard Fee City Gate - Garden Apartments OC 3 From: 01/12/2024 To: 28/02/2025 City Gate - Garden Apartments OC 3
01/03/2025	\$277.79	Standard Fee City Gate - Garden Apartments OC 3 From: 01/03/2025 To: 31/05/2025 City Gate - Garden Apartments OC 3
01/06/2025	\$388.31	Standard Fee City Gate - Garden Apartments OC 3 From: 01/06/2025 To: 31/08/2025 City Gate - Garden Apartments OC 3

b) The fees are paid up until 31/05/2024. If settlement should occur on or after any due date the next fee instalment will also be due and payable

c) Unpaid fees and levies presently total **\$1,114.51** plus penalty interest of **\$48.53**

d) If applicable, the following special fees or levies have been raised and are payable on the dates indicated below-

Due Date	Amount	Details
----------	--------	---------

e) Are there any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees? (if applicable, see attached)

**Nil**

f) The Owners Corporation has the following insurance cover - See Certificate of Currency attached.

**Yes**

g) The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.

**Nil**

h) The total funds held by the owners corporation as at **31/03/2025**.

Administrative Fund	Maintenance Fund	Total
\$55,913.27	\$215,789.87	\$271,703.14

i) If the Owners Corporation has additional liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above, see below if applicable.

**Nil**

j) The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows.

**Nil**

k) Has the Owners Corporation made agreements to provide services to members and occupiers for a fee? (if applicable, see attached).

**Nil**

l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?(if applicable, see attached)

**Yes**

m) Is the Owners Corporation party to any proceedings or aware of any notices or orders which may give rise to proceedings? (if applicable, see attached)

**Nil**

n) The Owners Corporation has resolved to appoint MICM as manager

-

o) Has a proposal been made for the appointment of an administrator?, see below if applicable.

**Nil**

p) Other information:

**Special Rules / Model Rules**

q) The minutes of the most recent Annual General Meeting of the Owners Corporation

-

*Further information on prescribed matters can be obtained by inspection of the owners corporation register.  
An applicable fee to provide this service will apply.*

**IMPORTANT**

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.  
It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

*The owners corporation register can be inspected for additional information.  
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

Date of Issue:

31/03/2025

You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Prepared By:

**Clare Ryan**  
178 City Road, Southbank VIC 3006

## **Owners Corporations Regulations 2018 SCHEDULE 3**

*Owners Corporations Regulations 2018 Reg. 17*

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

#### **What is an owners corporation?**

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

#### **How are decisions made by an owners corporation?**

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

#### **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

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

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

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

#### **Further information**

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

#### **Management of an owners corporation.**

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

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

31/03/2025

Plan of Subdivision No: 402345Y - City Gate OC1

City Gate  
Lot No: 219  
Lot Street No: 28  
Little Lonsdale Street, Melbourne

Please find attached Owners Corporation Certificate/s, as requested, in respect of the above-mentioned property.

When settlement has taken place, could you please record new owner details on the attached information sheet, and return to our office along with the Notice of Acquisition/Disposition so we may amend our records accordingly.

It is advised that you contact MICM Property at least two (2) working days prior to settlement to confirm current fee status. This updated information is provided free of charge to the original requester, provided that the enquiry is within three (3) months of the original Owners Corporation Certificate date of issue.

Please contact the Owners Corporation via email on [ownerscorp@micm.com.au](mailto:ownerscorp@micm.com.au) for an update prior to settlement, or regarding any related queries.

Regards

MICM

**Attachments:**

Model Rules  
Additional Rules of the Owners Corporation  
Statement of Advice and Information for Prospective Purchasers and Lot Owners - Schedule 3  
Minutes from last Annual General Meeting  
Contracts, leases, licences or agreements  
Other Building related documents

## Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 16 Owners Corporations Regulations 2018

OC Number	402345Y - City Gate OC1
Property	City Gate 219/28 Little Lonsdale Street Melbourne
Vendor	William Wu
Vendors Representative	DANG QUACH SOLICITOR
Reference	REQ-10060-C0C5B

**This certificate is issued for lot 219, 402345Y - City Gate OC1**

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

**IMPORTANT:** The information in this certificate is issued on **31/03/2025**. You should obtain an update over the phone immediately prior to settlement.

a) The present fees for the above Lot are \$4,714.90 per annum for the year commencing 01/09/2024 paid Quarterly (The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Amount	Details
01/09/2024	\$1,116.65	Standard Fee City Gate OC 1 From: 01/09/2024 To: 30/11/2024 City Gate OC 1
01/12/2024	\$1,116.65	Standard Fee City Gate OC 1 From: 01/12/2024 To: 28/02/2025 City Gate OC 1
01/03/2025	\$1,116.65	Standard Fee City Gate OC 1 From: 01/03/2025 To: 31/05/2025 City Gate OC 1
01/06/2025	\$1,364.95	Standard Fee City Gate OC 1 From: 01/06/2025 To: 31/08/2025 City Gate OC 1

b) The fees are paid up until 31/05/2024. If settlement should occur on or after any due date the next fee instalment will also be due and payable

c) Unpaid fees and levies presently total **\$4,861.75** plus penalty interest of **\$199.38**

d) If applicable, the following special fees or levies have been raised and are payable on the dates indicated below-

Due Date	Amount	Details
16/10/2024	\$110.00	Letter of Demand City Gate OC 1
13/12/2024	\$55.00	Charge for final notice dated 13/12/2024 City Gate OC 1
14/01/2025	\$110.00	Charge for legal notice dated 14/01/2025 City Gate OC 1
13/03/2025	\$55.00	Charge for final notice dated 13/03/2025 City Gate OC 1

e) Are there any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees? (if applicable, see attached)

**Nil**

f) The Owners Corporation has the following insurance cover - See Certificate of Currency attached.

**Yes**

g) The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.

**Nil**

h) The total funds held by the owners corporation as at **31/03/2025**.

Administrative Fund	Maintenance Fund	Total
\$85,750.73	\$464,190.59	\$549,941.32

i) If the Owners Corporation has additional liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above, see below if applicable.

**Nil**

j) The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows.

**Nil**

k) Has the Owners Corporation made agreements to provide services to members and occupiers for a fee? (if applicable, see attached).

**Nil**

l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?(if applicable, see attached)

**Yes**

m) Is the Owners Corporation party to any proceedings or aware of any notices or orders which may give rise to proceedings? (if applicable, see attached)

**Nil**

n) The Owners Corporation has resolved to appoint MICM as manager

-

o) Has a proposal been made for the appointment of an administrator?, see below if applicable.

**Nil**

p) Other information:

**Currently, there is a building order from the council. Please find the attached. The OC is also working on addressing the pool compliance matter.**

q) The minutes of the most recent Annual General Meeting of the Owners Corporation

-

Further information on prescribed matters can be obtained by inspection of the owners corporation register.  
An applicable fee to provide this service will apply.

**IMPORTANT**

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.  
It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
4. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

*The owners corporation register can be inspected for additional information.  
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

Date of Issue:

31/03/2025

You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Prepared By:

**Clare Ryan**  
178 City Road, Southbank VIC 3006

# Owners Corporations Regulations 2018 SCHEDULE 3

*Owners Corporations Regulations 2018 Reg. 17*

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

### **What is an owners corporation?**

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

### **How are decisions made by an owners corporation?**

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

### **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

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

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

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

### **Further information**

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

### **Management of an owners corporation.**

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

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

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 02 April 2025 03:01 PM

## PROPERTY DETAILS

Address: **219/28 LITTLE LONSDALE STREET MELBOURNE 3000**  
Lot and Plan Number: **Lot 219 PS402345**  
Standard Parcel Identifier (SPI): **219\PS402345**  
Local Government Area (Council): **MELBOURNE**  
Council Property Number: **539171**  
Planning Scheme: **Melbourne**  
Directory Reference: **Melway 2B H12**

[www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)

[Planning Scheme - Melbourne](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **MELBOURNE**

## OTHER

Registered Aboriginal Party: **Wurundjeri Wol Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

CAPITAL CITY ZONE (CCZ)

CAPITAL CITY ZONE - SCHEDULE 1 (CCZ1)



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

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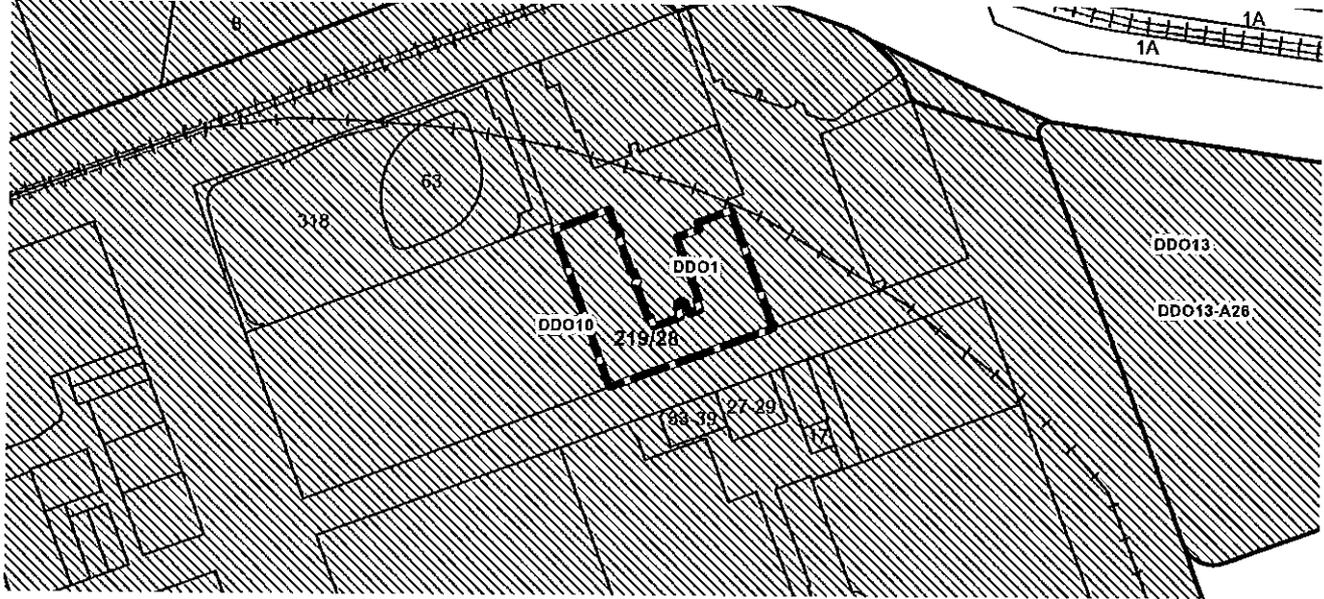
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)

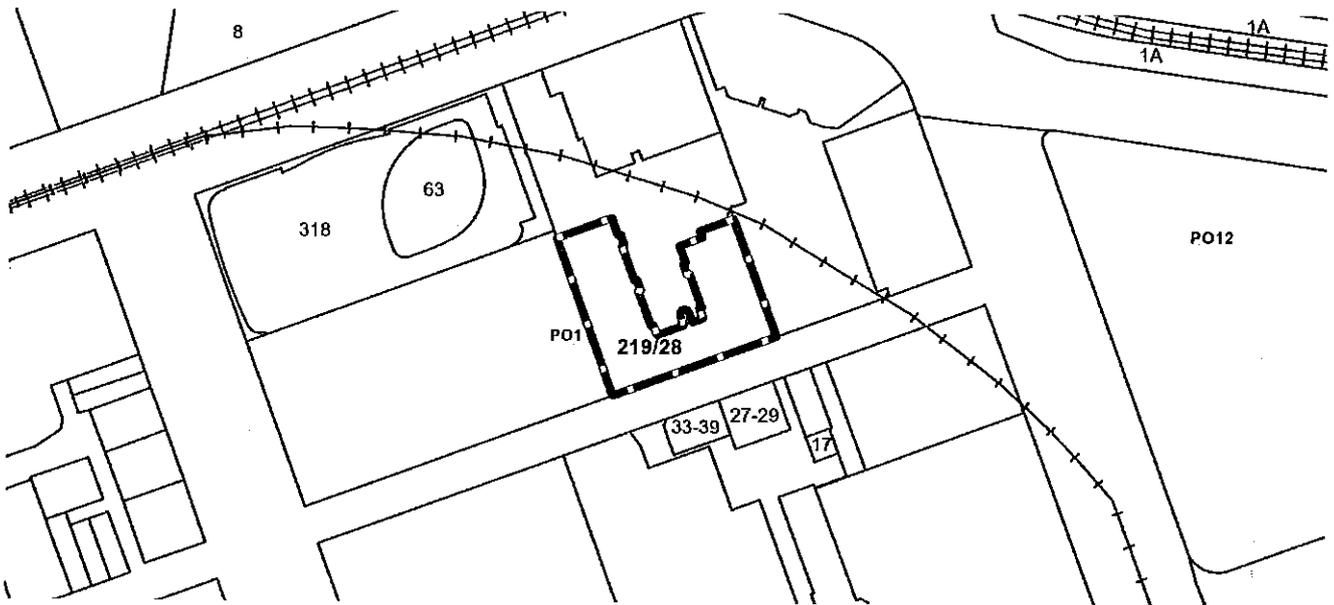
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)



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

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



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

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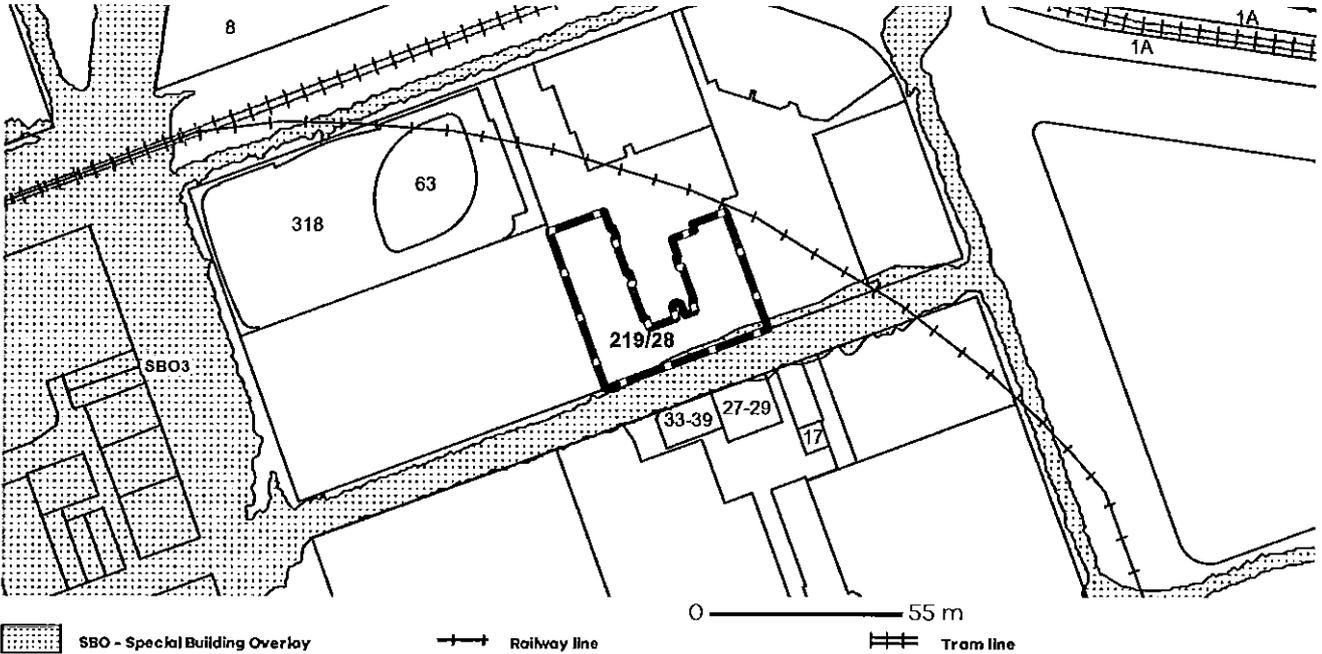
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

## Planning Overlays

### SPECIAL BUILDING OVERLAY (SBO)

#### SPECIAL BUILDING OVERLAY – SCHEDULE 3 (SBO3)



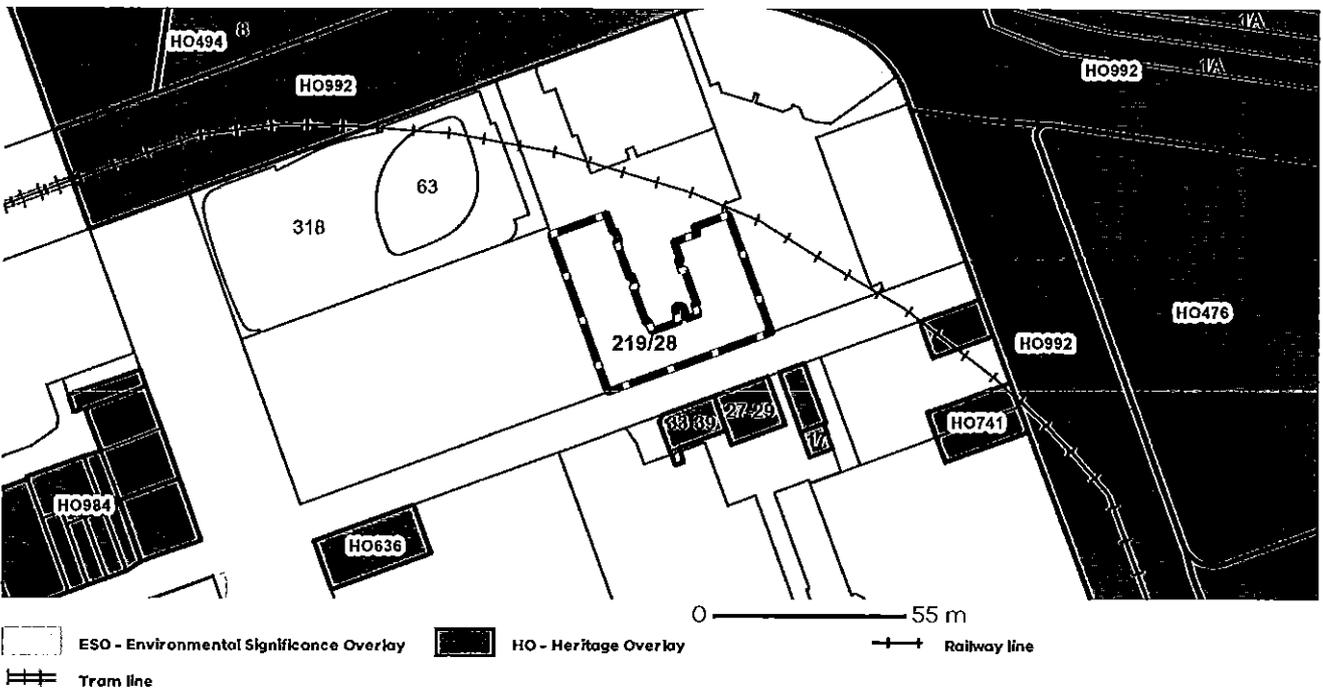
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

#### HERITAGE OVERLAY (HO)



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

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## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

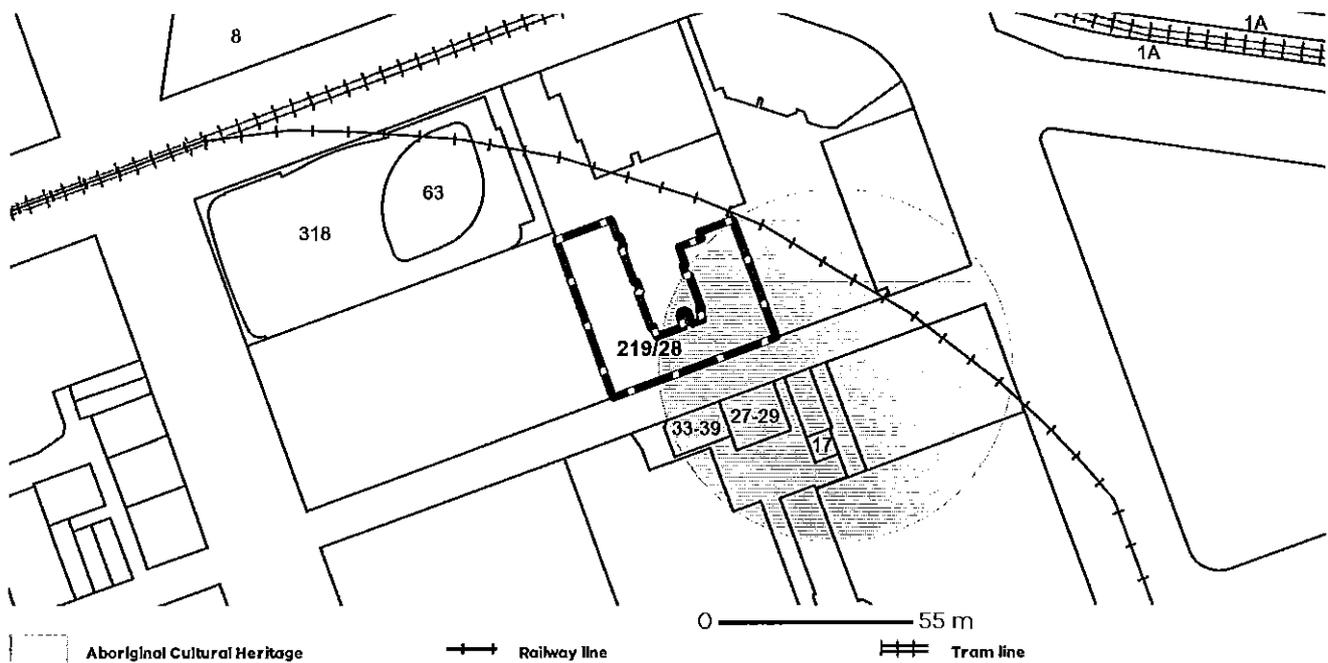
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.gov.vic.gov.au/govQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 27 March 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

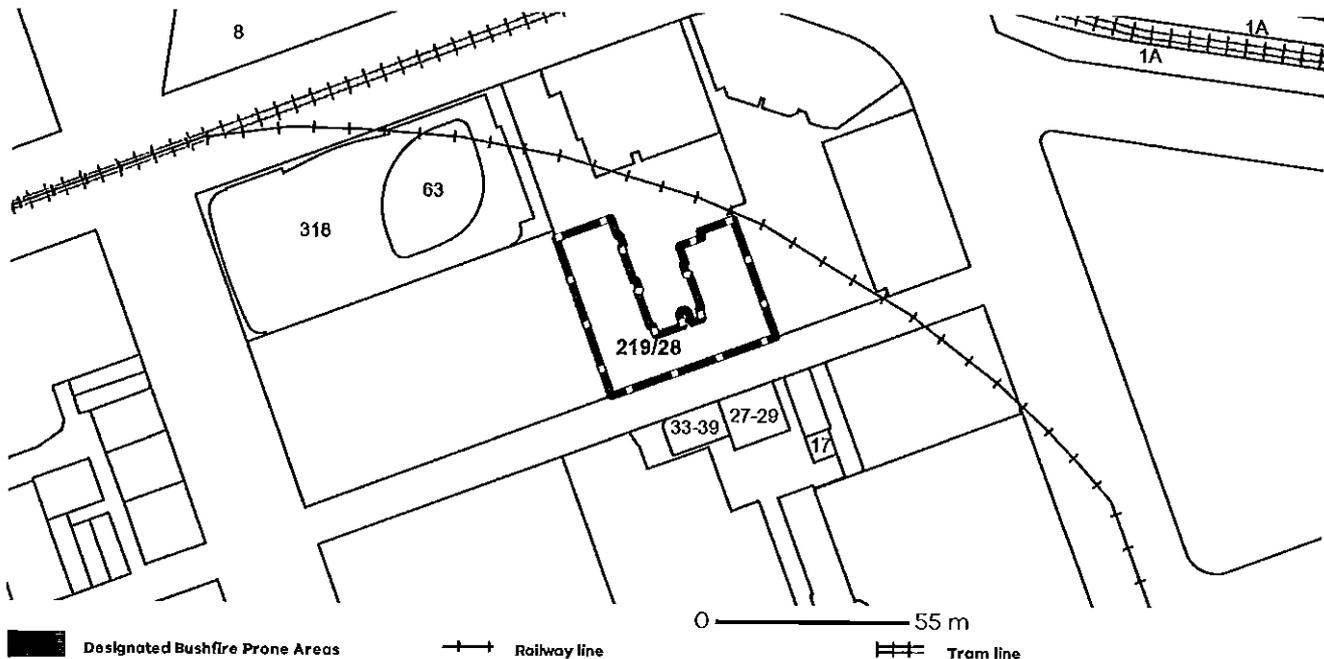
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

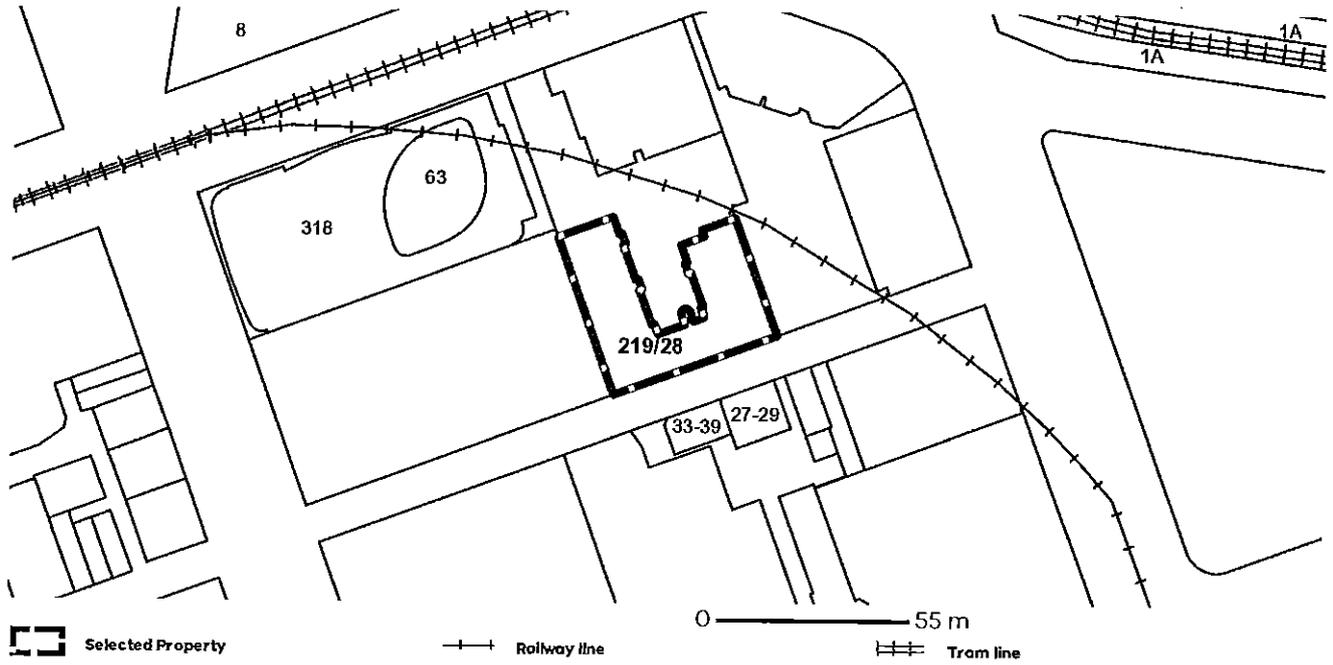
To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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



# PROPERTY REPORT

## Area Map



# Due Diligence Checklist



What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting [consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist).

## **Urban living**

### ***Moving to the inner city?***

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

### ***Is the property subject to an owners corporation?***

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

## **Growth areas**

### ***Are you moving to a growth area?***

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

## **Flood and fire risk**

### ***Does this property experience flooding or bushfire?***

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

## **Rural properties**

### ***Moving to the country?***

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

### ***Is there any earth resource activity such as mining in the area?***

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

## **Soil and groundwater contamination**

### ***Has previous land use affected the soil or groundwater?***

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

[consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist)





### **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