Contract of Sale of Land

Property:

Unit 2026, 199 William Street, Melbourne VIC 3000

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:012493

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2025

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

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
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 names(s) of person(s) signing: **DANNY TAN**

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

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

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: DANNY TAN

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 012493

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: 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	11529	Folio	483	2026	PS 648185V

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

Property address

The address of the land is: Unit 2026, 199 William 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 ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☒ a residential tenancy for a fixed term ending on 23/05/2025

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:

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.*

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

14.4 Payments may be made or tendered:

(a) up to $1,000 in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

Special condition 2 – Acceptance of title

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit

release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

(a) the price includes GST; or

(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of $150 PLUS GST for the delay in receiving the Statement of Adjustments.

Special condition 5 – Service

General condition 27 is replaced with the following:

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 document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the

Electronic Transactions (Victoria) Act 2000.

27.5 The expression 'document' includes 'demand' and 'notice', and 'Service' includes 'give' in this contract.

Special condition 6 – Electronic conveyancing

6.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered

proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

6.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

6.3 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.

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

6.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

6.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

6.8 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.

6.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

Special condition 7 – Condition of the Property

7.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue if Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

7.2 The property and any chattels are sold:

(a) in their present condition and state of repair.

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

(d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and

(f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

7.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

7.4 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.

7.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

7.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 8 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

Special condition 9 – Forms of Payment

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement is not completed on due date by the purchaser, the purchaser will be liable for Vendor’s losses including but not limited to:

10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.

10.2 Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property.

10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

Special Condition 12 - Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative $150 PLUS GST at the settlement for each request.

Special Condition 13 - SWIMMING POOL AND/OR SPA

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

Special condition 14- OWNER CORPORATION:

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Contract of Sale of Land - 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 be half, 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 nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

(a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic 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 lodgment.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days

of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgment 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 lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

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

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

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

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner

or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the

vendor.

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

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

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Vendor Statement

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

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

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

Land	UNIT 2026, 199 WILLIAM STREET, MELBOURNE VIC 3000

Vendor's name	DANNY TAN	Date / /
Vendor's signature _____		

Purchaser's name	Date / /
Purchaser's signature _____	
Purchaser's name	Date / /
Purchaser's signature _____	

1. FINANCIAL MATTERS

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

The total amount of outgoings does not exceed $5000.00 plus Owner Corporation fee/Land tax if applicable.

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

Not Applicable

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.

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

Is in the attached copies of title document/s.

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

To the best of the Vendor's knowledge, there is no existing failure to comply with the terms of any easements , covenants or other similar restriction. The purchaser should note that there may be sewers, drains, water, pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cabls and underground gas pipes laid outside any registered easement and which are not registered or required to be registered against certificate of title.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

No such Building Permit has been granted to the vendor's knowledge

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.

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services X

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11529 FOLIO 483

Security no : 124121091418W
Produced 09/01/2025 10:05 AM

LAND DESCRIPTION

Lot 2026 on Plan of Subdivision 648185V.
PARENT TITLE Volume 11451 Folio 164
Created by instrument PS648185V 28/10/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DANNY TAN of JL LAUSER NO 12 KEBAYORAN BARU JAKARTA SELATAN 12120 INDONESIA
AL519707V 27/11/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL519708T 27/11/2014
WESTPAC BANKING CORPORATION

COVENANT AL519707V 27/11/2014

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 PS648185V 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 2026 LEVEL 20 199 WILLIAM STREET MELBOURNE VIC 3000

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS648185V
OWNERS CORPORATION 4 PLAN NO. PS648185V

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OWNERS CORPORATION 5 PLAN NO. PS648185V

DOCUMENT END

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Number of Pages (excluding this cover sheet)	**37**
Document Assembled	**12/05/2023 16:24**

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Signed by Council: Melbourne City Council, Council Ref: TP-2014-234, SA-2014-26, Original Certification: 28/08/2014, S.O.C.: 10/09/2014, Amendments accepted: 24/10/2014

PLAN OF SUBDIVISION

STAGE NO. /

LRS use only EDITION 1

Plan Number PS 648185 V

Location of Land

Parish: Melbourne North

Township:

Section: 18

Crown Allotment: 10(Part), 11(Part), 12(Part) & 13(Part)

Crown Portion:

Title reference: Vol.11451 Fol.164

Last plan reference: Lot 1 on PS707584E

Postal Address: 189–203 William Street, 502–532 Little Bourke Street, 1–11 Guests Lane & 2–10 Guests Lane
(at time of subdivision) Melbourne 3000

MGA 94 co-ordinates (of approx. centre of plan) E. 320 020 N. 5 812 600 Zone: 55

Council Certificate and Endorsement

Council Name: Melbourne City Council Ref:

Notations

Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil	Nil

THIS IS A SPEAR PLAN

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:-

INTERIOR FACE: BOUNDARIES MARKED 'F' and 'X'
MEDIAN: ALL OTHER BOUNDARIES

THE STRUCTURE OF THE WALL MARKED 'X' IS CONTAINED WITHIN COMMON PROPERTY No.4.

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS, COMMON PROPERTY No.'s 2, 3, 4 & 5.

COMMON PROPERTY No.1 INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS & CEILINGS WHICH DEFINE BOUNDARIES MARKED 'F'

ALL INTERNAL & EXTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS & SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1
THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS & SERVICE INSTALLATION MAY NOT HAVE BEEN SHOWN ON THE DIAGRAM CONTAINED WITHIN.

** ACCESS FOR THE PURPOSE AS OUTLINED IN INSTRUMENT NO.1546751

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY,ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

This is not a staged subdivision
Planning Permit No.

Depth Limitation: Nil

AHD – Australian Height Datum based on Melbourne North PM50.
AHD height 28.446 SMES search date: 21st March 2011.

Survey:
This plan is ~~/is not~~ based on survey

This survey has been connected to permanent mark No(s). PM50 & PM57

In Proclaimed Survey Area No.

Easement Information

Legend: E – Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
A – Appurtenant Easement R – Encumbering Easement (Road)

Section 12(2) of the Subdivision Act 1988 applies to all of the land on this plan.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Light, Air, Access (see ** above) & Drainage	See Plan	Transfer 1546751	Lots 1 & 2 in TP756829K
E-2	Light, Air, Access (see ** above), Drainage & Sewerage	See Plan	Transfer 1546751	Lots 1 & 2 in TP756829K

LRS use only

Statement of Compliance/ Exemption Statement

Received ✓

Date: 25/09/2014

LRS use only
PLAN REGISTERED
TIME 6:11pm
DATE 28/10/2014
D Godfrey
Assistant Registrar of Titles

Sheet 1 of 36 Sheets

SRW SURVEYORS Pty Ltd
135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Email: surveyor@srwsurveyors.com.au

LICENSED SURVEYOR (PRINT) STEPHEN R. WATT
SIGNATURE..... DATE / /
REF.2523 VERSION 08

..... DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by: Stephen Richmond Watt (SRW Surveyors Pty Ltd) Surveyor's Plan Version (8(15814)) SPEAR Ref: S048740M 15/08/2014, Amended: 24/10/2014.

Signed by Council: Melbourne City Council, Council Ref: TP-2014-234, SA-2014-26, Original Certification: 28/08/2014, S.O.C.: 10/09/2014, Amendments accepted: 24/10/2014

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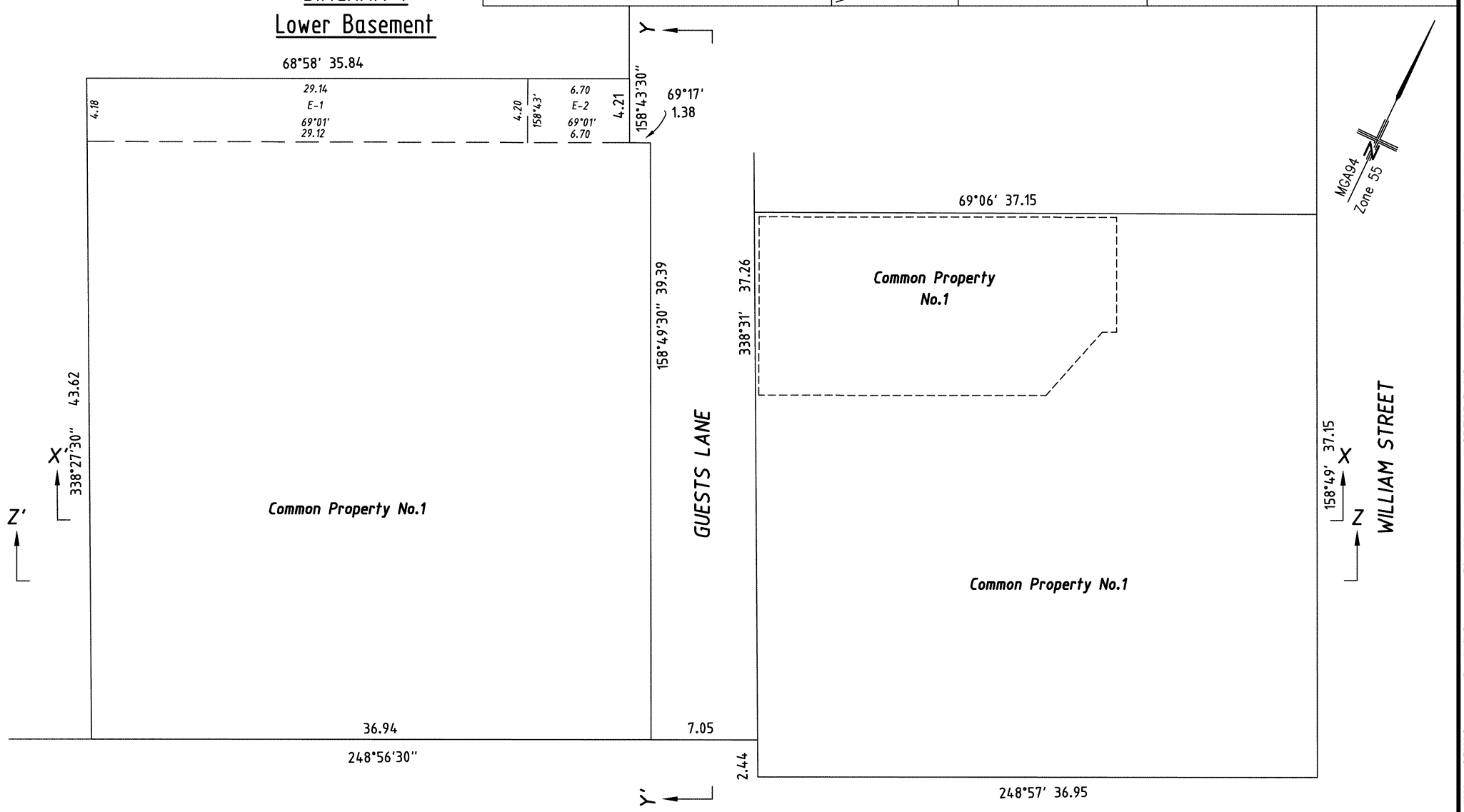
PLAN OF SUBDIVISION

STAGE NO. /

LRS use only
EDITION

Plan Number
PS 648185V

DIAGRAM 1
Lower Basement



SRW SURVEYORS Pty Ltd
135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Fax
Email: surveyor@srwsurveyors.com.au

ORIGINAL

SCALE	SHEET SIZE
1:250	A3

SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) STEPHEN R. WATT
SIGNATURE..... DATE / /
REF.2523LBasement VERSION 08

Sheet 2

DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by: Stephen Richmond Watt (SRW Surveyors Pty Ltd) Surveyor's Plan Version (8(15814)) SPEAR Ref: S048740M 15/08/2014, Amended: 24/10/2014.

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PLAN OF SUBDIVISION

STAGE NO.

LRS use only

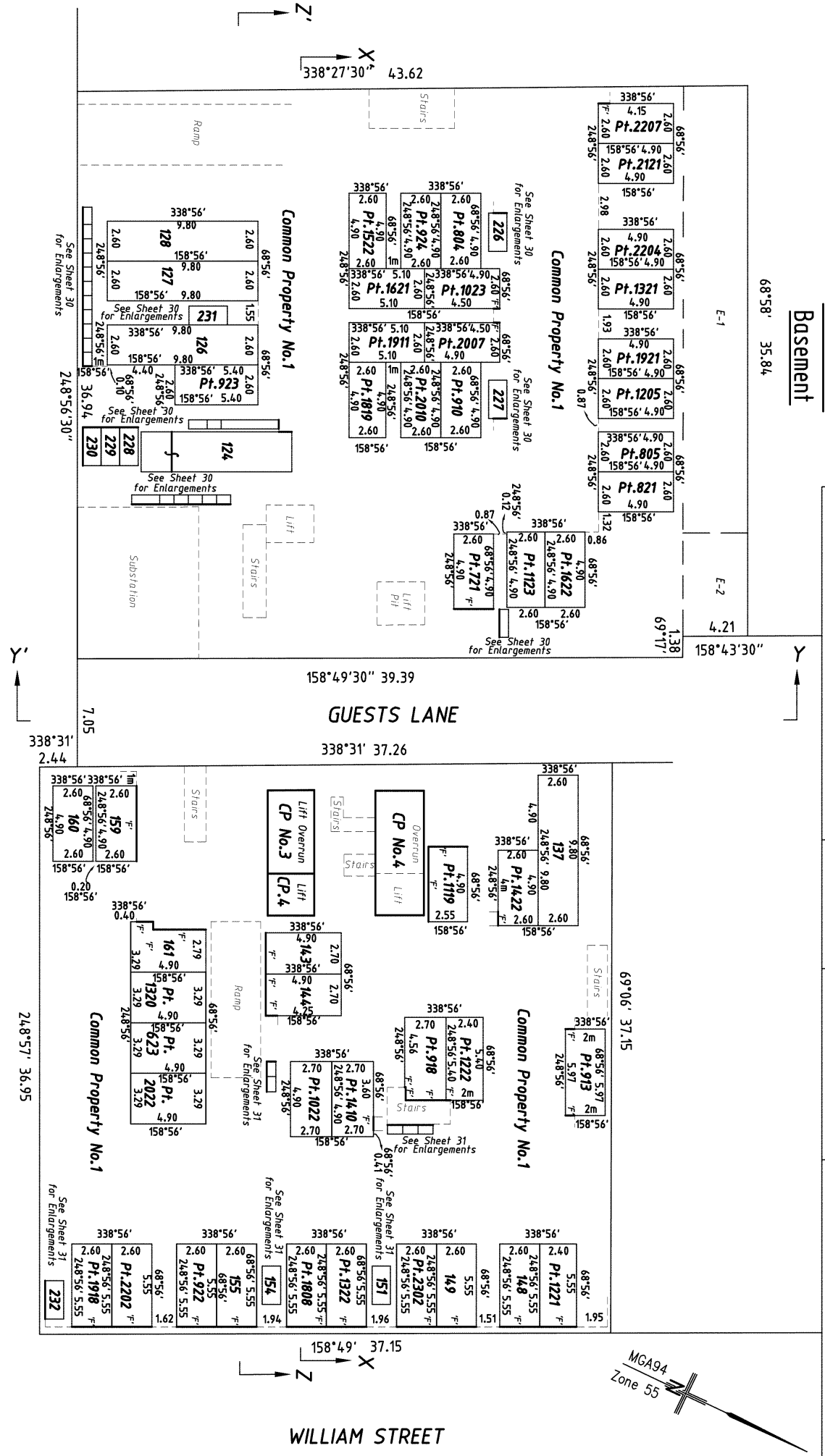
EDITION

Plan Number

PS 648185V

DIAGRAM 2

Basement



SRW SURVEYORS Pty Ltd
135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Fax
Email: surveyor@srwsurveyors.com.au

ORIGINAL

SHEET SIZE A3

SCALE 1:250

SCALE 2.5 0 5 10

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ..... STEPHEN R. WATT .....

SIGNATURE.....

DATE / /

REF:2523Basement

VERSION 08

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 3

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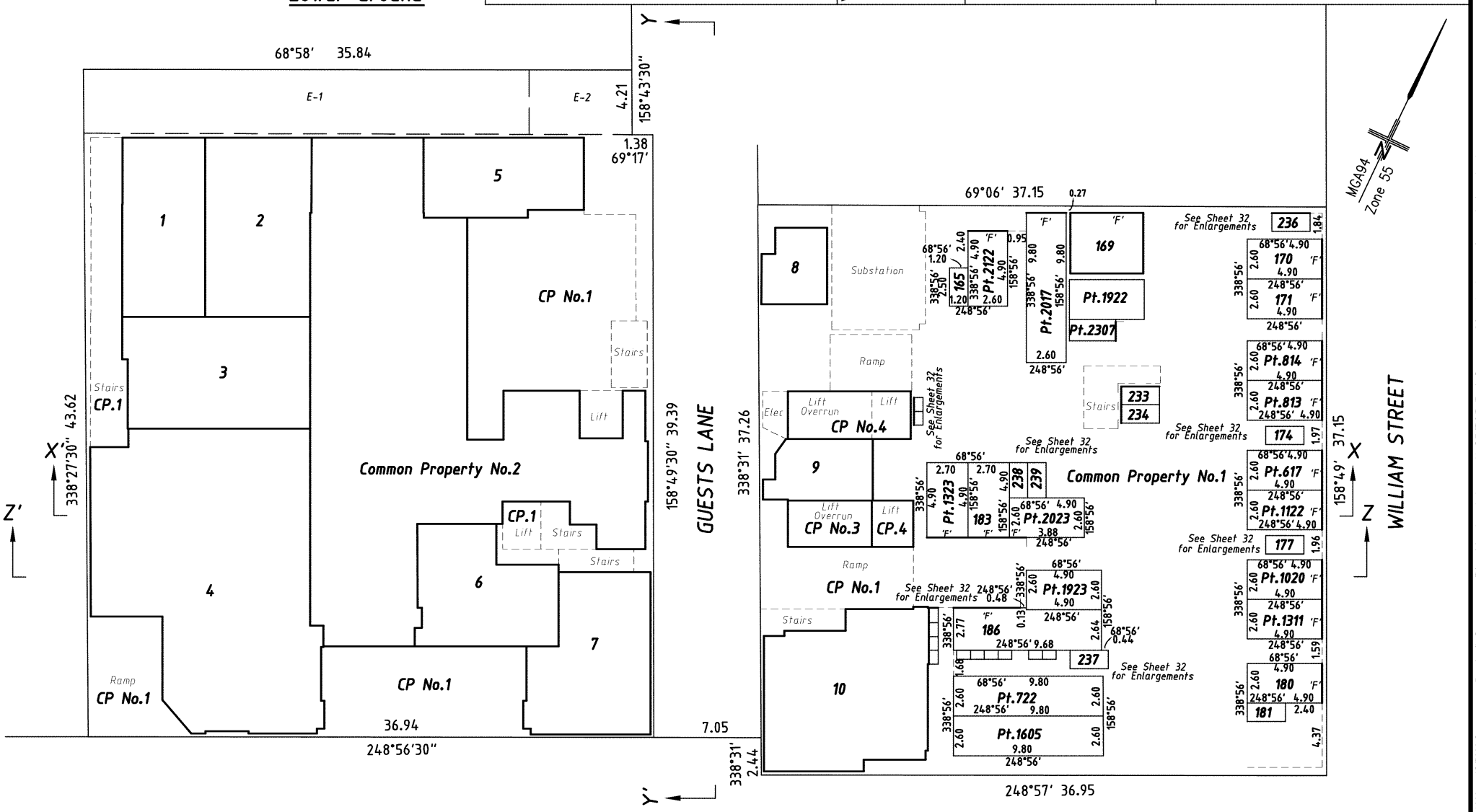
DIAGRAM 3
Lower Ground

PLAN OF SUBDIVISION

STAGE NO. /

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EDITION

Plan Number
PS 648185V



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BRIGHTON 3186
Phone 03 9530 8231
Fax
Email: surveyor@srwsurveyors.com.au

ORIGINAL
SCALE 1:250
SHEET SIZE A3

SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) STEPHEN R. WATT
SIGNATURE..... DATE / /
REF.2523LGround VERSION 08

Sheet 4

DATE / /
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

STAGE NO.

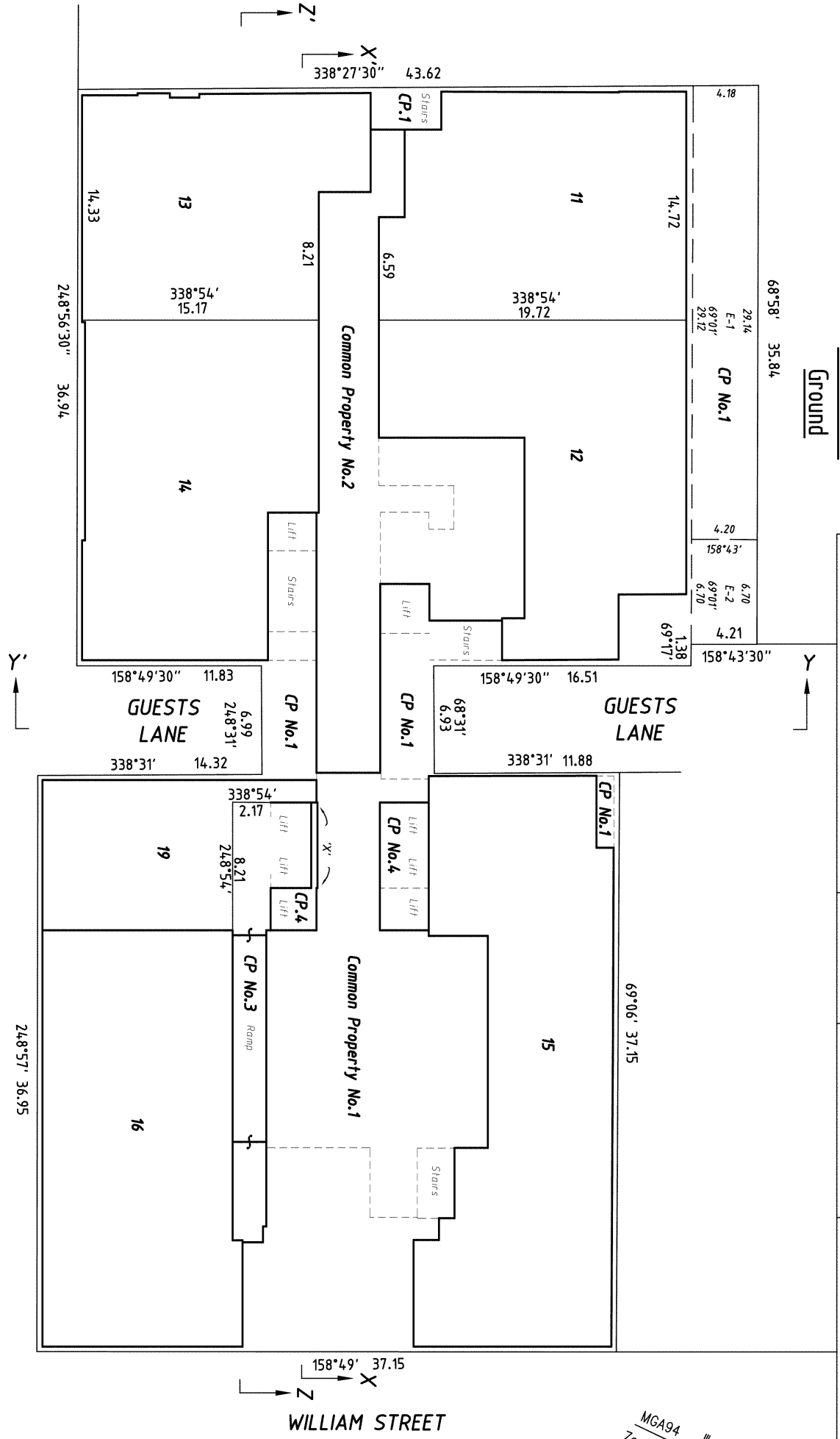
LRS use only

EDITION

Plan Number

PS 648185V

DIAGRAM 4
Ground



LITTLE BOURKE STREET

SRW SURVEYORS Pty Ltd
135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Fax
Email: surveyor@srwsurveyors.com.au

ORIGINAL
SHEET SIZE A3
SCALE 1:250

SCALE 2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ..... STEPHEN R. WATT .....
SIGNATURE.....
DATE / /
REF.2523Ground
VERSION 08

Sheet 5

DATE / /
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

STAGE NO.

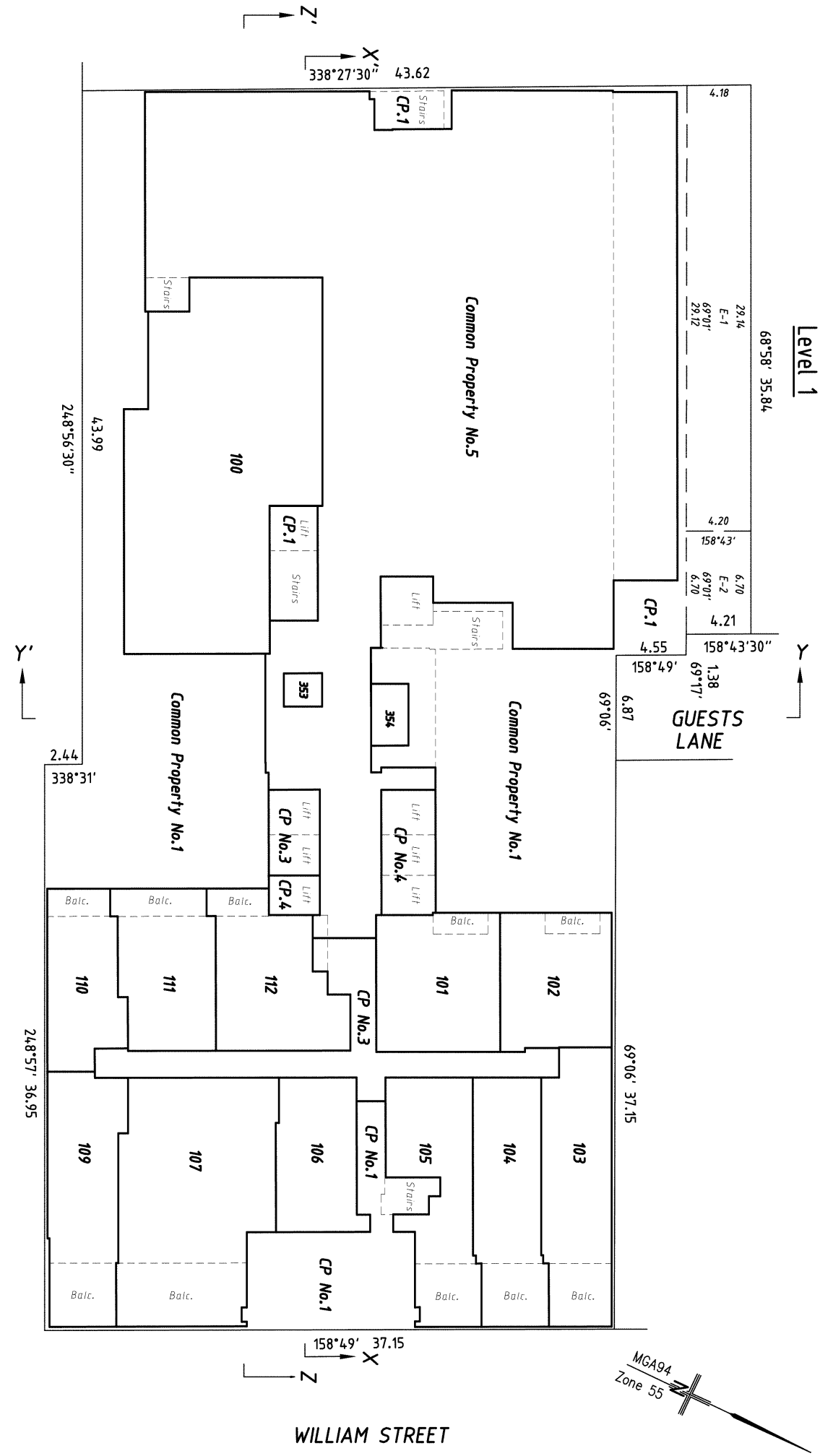
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EDITION

Plan Number

PS 648185V

DIAGRAM 5
Level 1



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BRIGHTON 3186
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Email: surveyor@srwsurveyors.com.au

ORIGINAL

SHEET SIZE A3

SCALE 1:250

SCALE 2.5 0 5 10

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ..... STEPHEN R. WATT

SIGNATURE.....

DATE / /

REF.2523Level1

VERSION 08

Sheet 6

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

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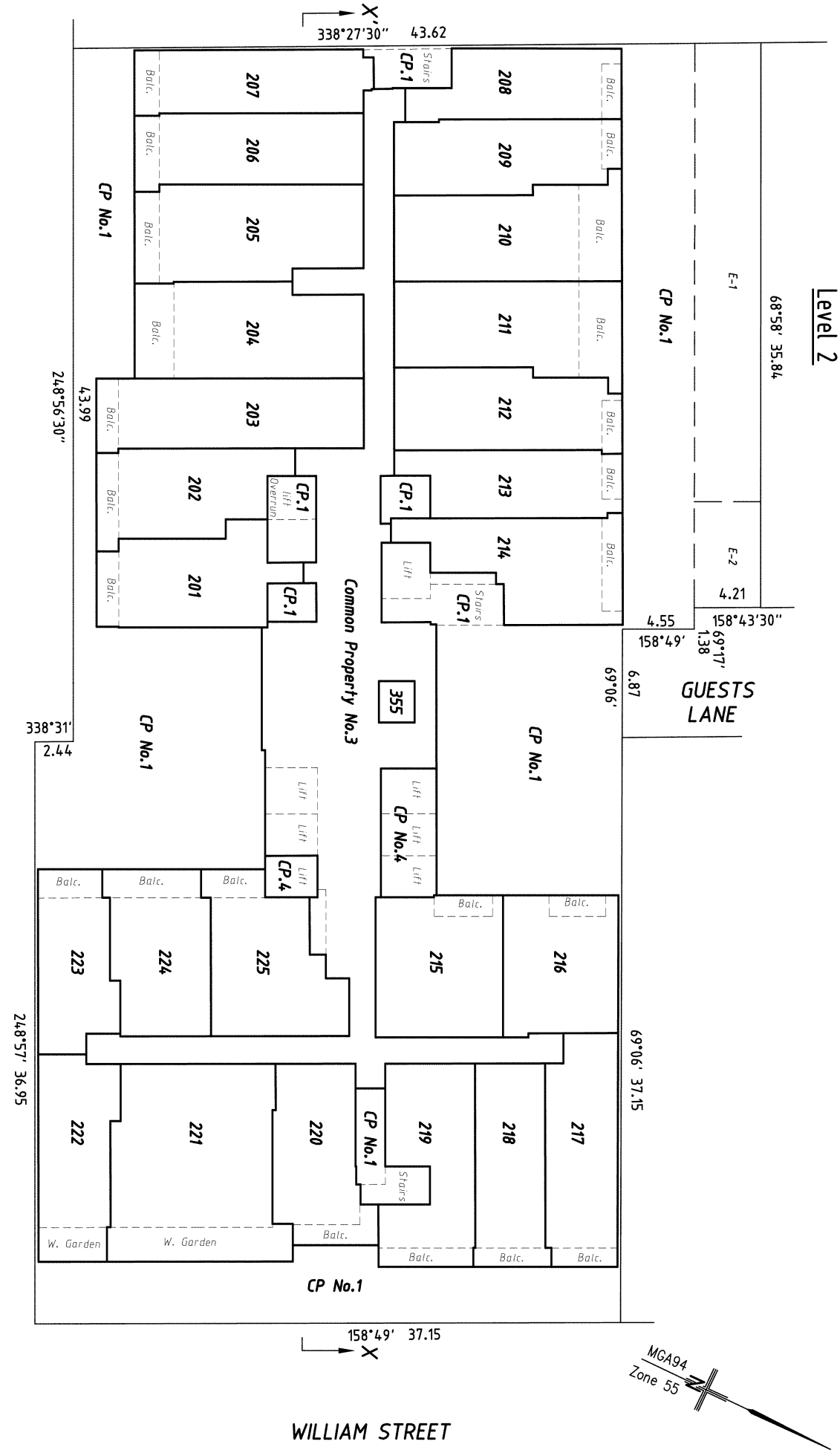
PLAN OF SUBDIVISION

STAGE NO.

LRS use only EDITION

Plan Number PS 648185V

DIAGRAM 6
Level 2



SCALE 1:250

SCALE 2.5 0 5 10

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

Sheet 7

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135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Fax
Email: surveyor@srwsurveyors.com.au

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SIGNATURE.....

DATE / /

REF.25231.2

VERSION 08

DATE / /

COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

STAGE NO.

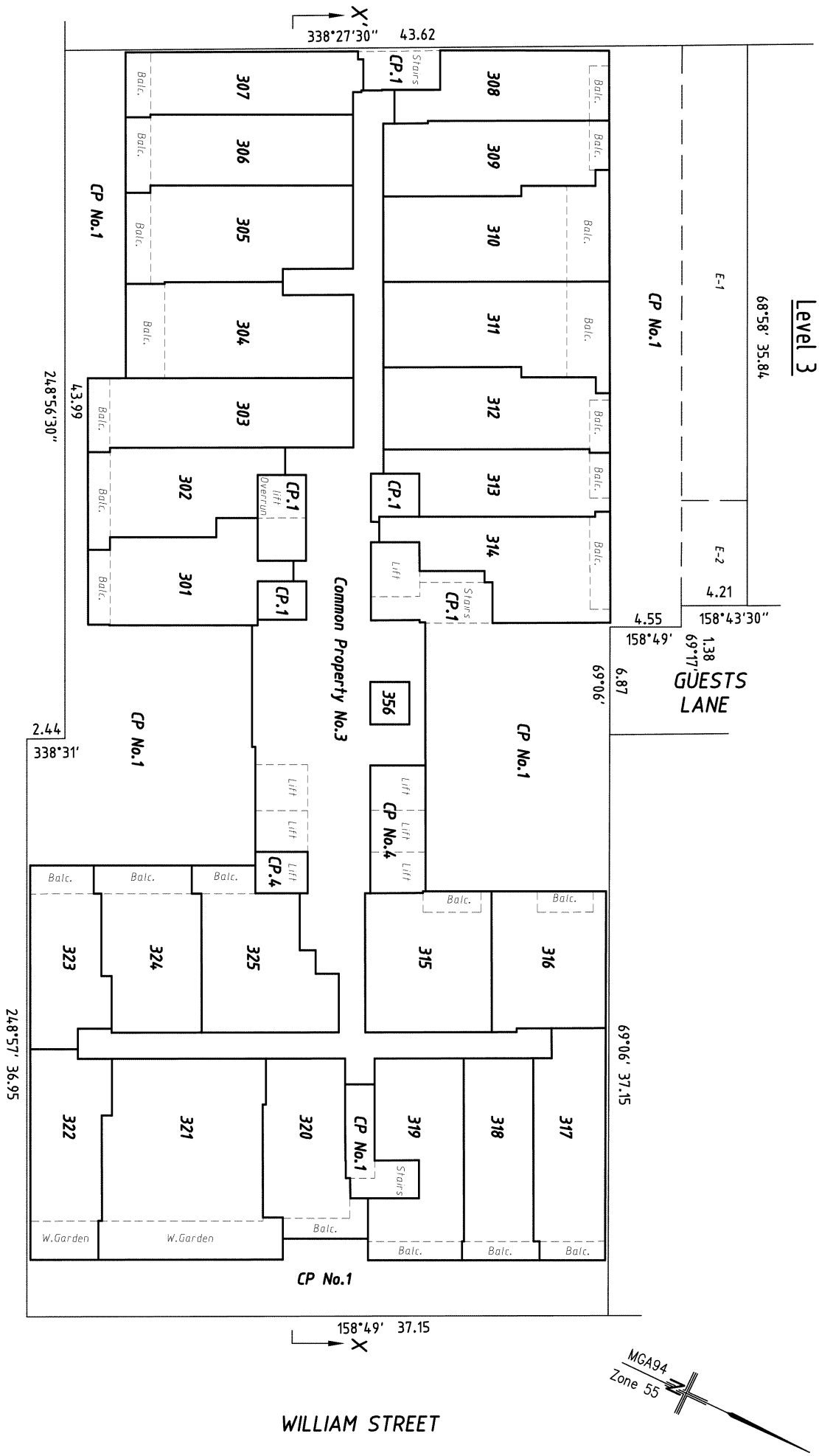
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EDITION

Plan Number

PS 648185V

DIAGRAM 7
Level 3



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Fax
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ORIGINAL
SHEET SIZE A3
SCALE 1:250

LENGTHS ARE IN METRES
SCALE 2.5 0 5 10

LITTLE BOURKE STREET

LICENSED SURVEYOR (PRINT) ..... STEPHEN R. WATT .....
SIGNATURE.....
DATE / /
REF.25231.3
VERSION 08

Sheet 8

DATE / /
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

STAGE NO.

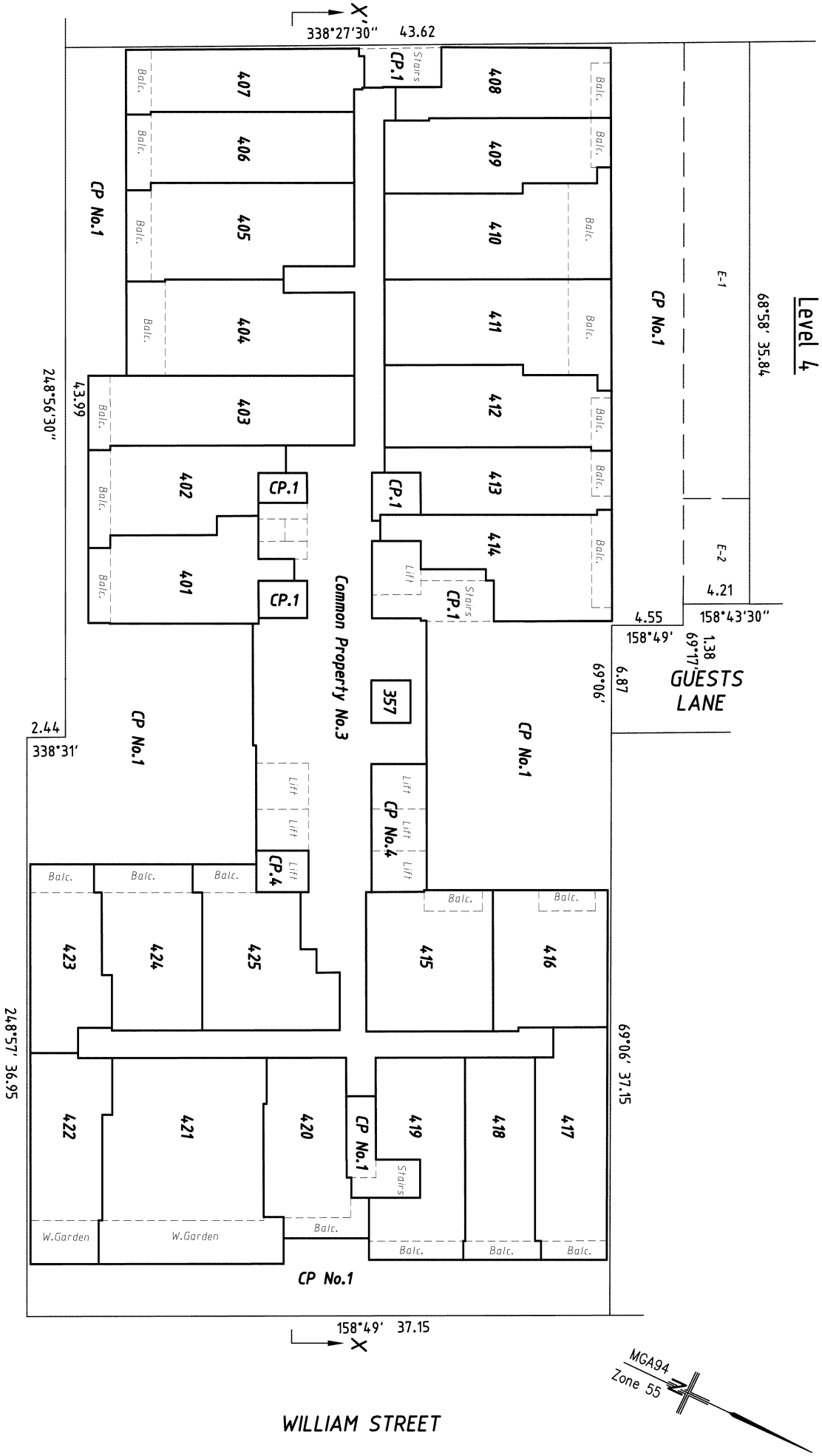
LRS use only

EDITION

Plan Number

PS 648185V

DIAGRAM 8
Level 4



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ORIGINAL

SHEET SIZE A3

SCALE 1:250

LENGTHS ARE IN METRES

SCALE 0 2.5 5 10

LITTLE BOURKE STREET

LICENSED SURVEYOR (PRINT) ..... STEPHEN R. WATT .....

SIGNATURE.....

DATE / /

REF.25231.4

VERSION 08

Sheet 9

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

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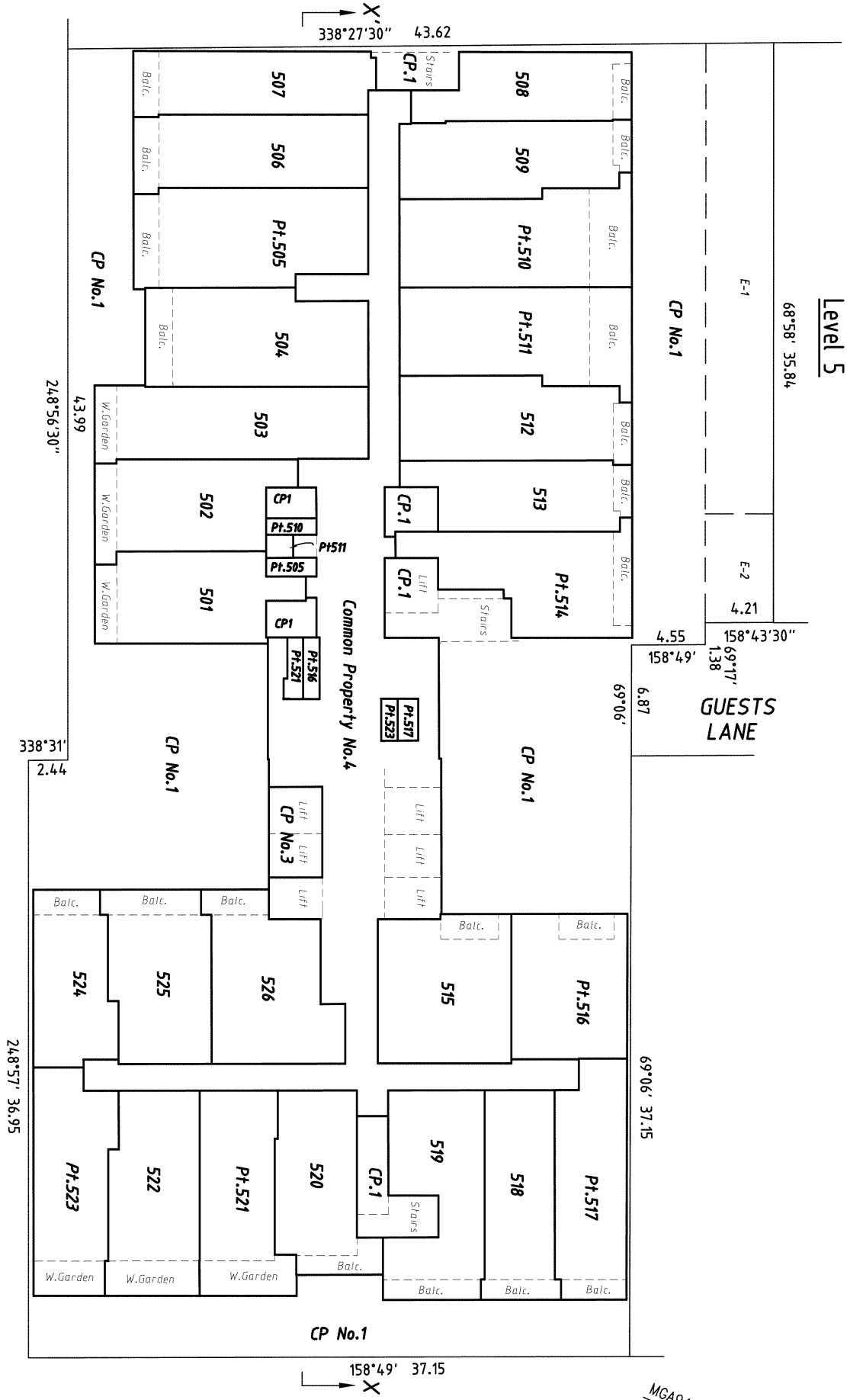
PLAN OF SUBDIVISION

STAGE NO.

LRS use only
EDITION

Plan Number
PS 648185V

DIAGRAM 9
Level 5



LITTLE BOURKE STREET

SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:250
SHEET SIZE A3

Sheet 10

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135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Fax
Email: surveyor@srwsurveyors.com.au

LICENSED SURVEYOR (PRINT) ..... STEPHEN R. WATT .....
SIGNATURE.....
DATE / /
REF.25231.5
VERSION 08

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

STAGE NO.

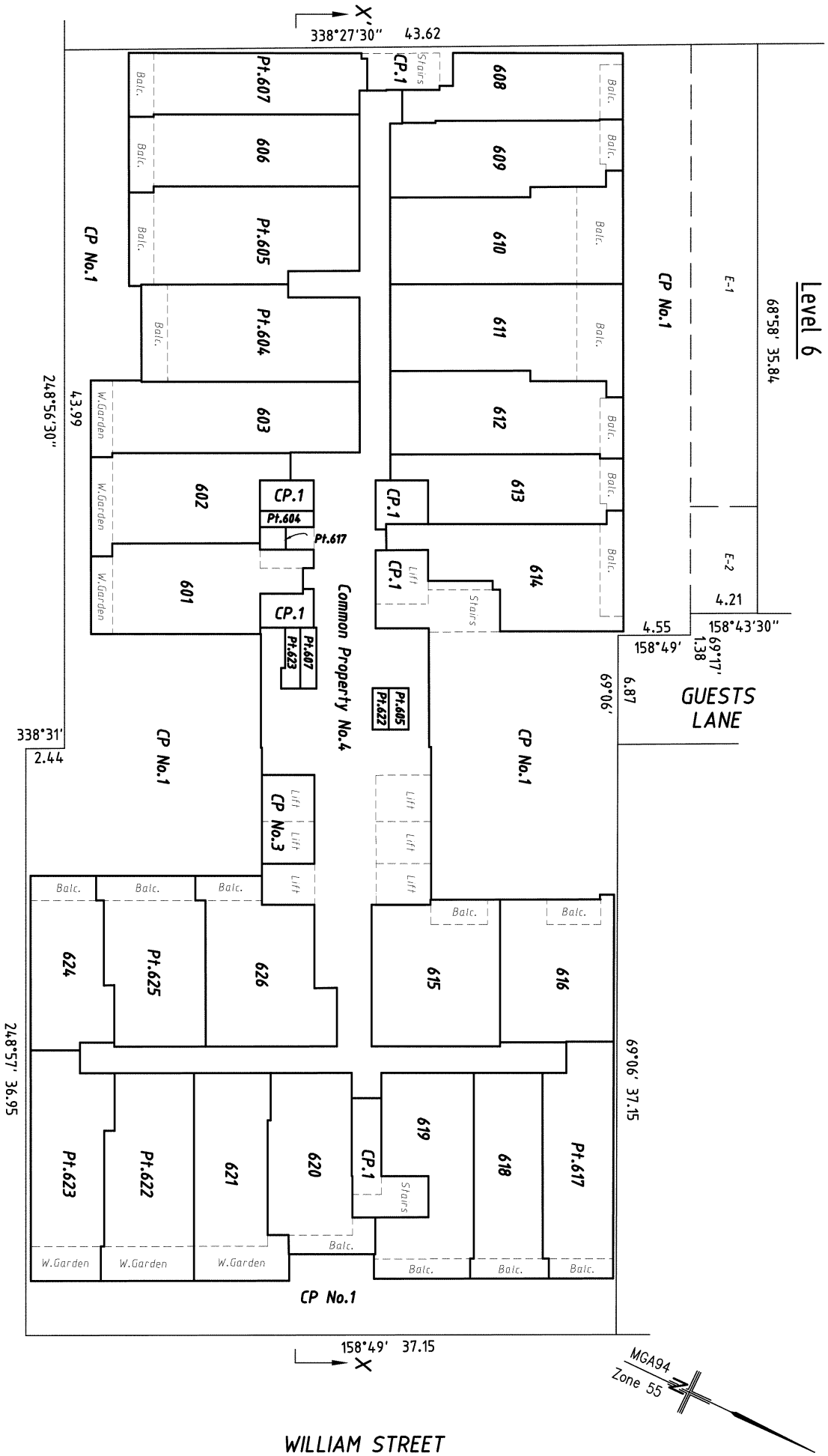
LRS use only

EDITION

Plan Number

PS 648185V

DIAGRAM 10
Level 6



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BRIGHTON 3186
Phone 03 9530 8231
Fax
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ORIGINAL

SHEET SIZE A3

SCALE 1:250

SCALE 2.5 0 5 10

LENGTHS ARE IN METRES

LITTLE BOURKE STREET

LICENSED SURVEYOR (PRINT) ..... STEPHEN R. WATT .....

SIGNATURE.....

DATE / /

REF:252316

VERSION 08

Sheet 11

DATE / /

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PLAN OF SUBDIVISION

STAGE NO.

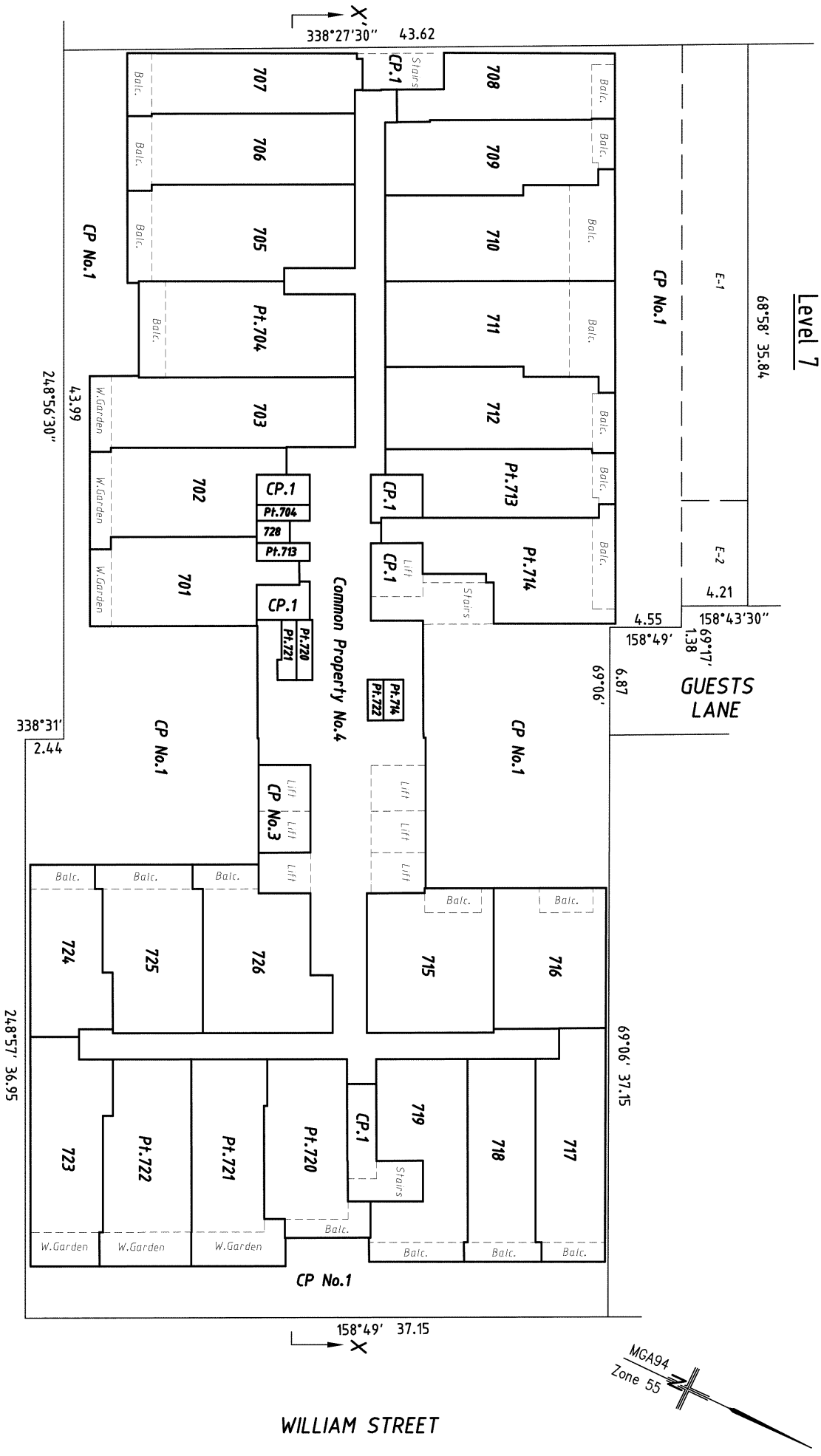
LRS use only

EDITION

Plan Number

PS 648185V

DIAGRAM 11
Level 7



SRW SURVEYORS Pty Ltd
135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Fax
Email: surveyor@srwsurveyors.com.au

ORIGINAL

SHEET SIZE A3

SCALE 1:250

SCALE 2.5 0 5 10

LENGTHS ARE IN METRES

LITTLE BOURKE STREET

LICENSED SURVEYOR (PRINT) ..... STEPHEN R. WATT .....

SIGNATURE.....

DATE / /

REF.25231.7

VERSION 08

Sheet 12

DATE / /

COUNCIL DELEGATE SIGNATURE

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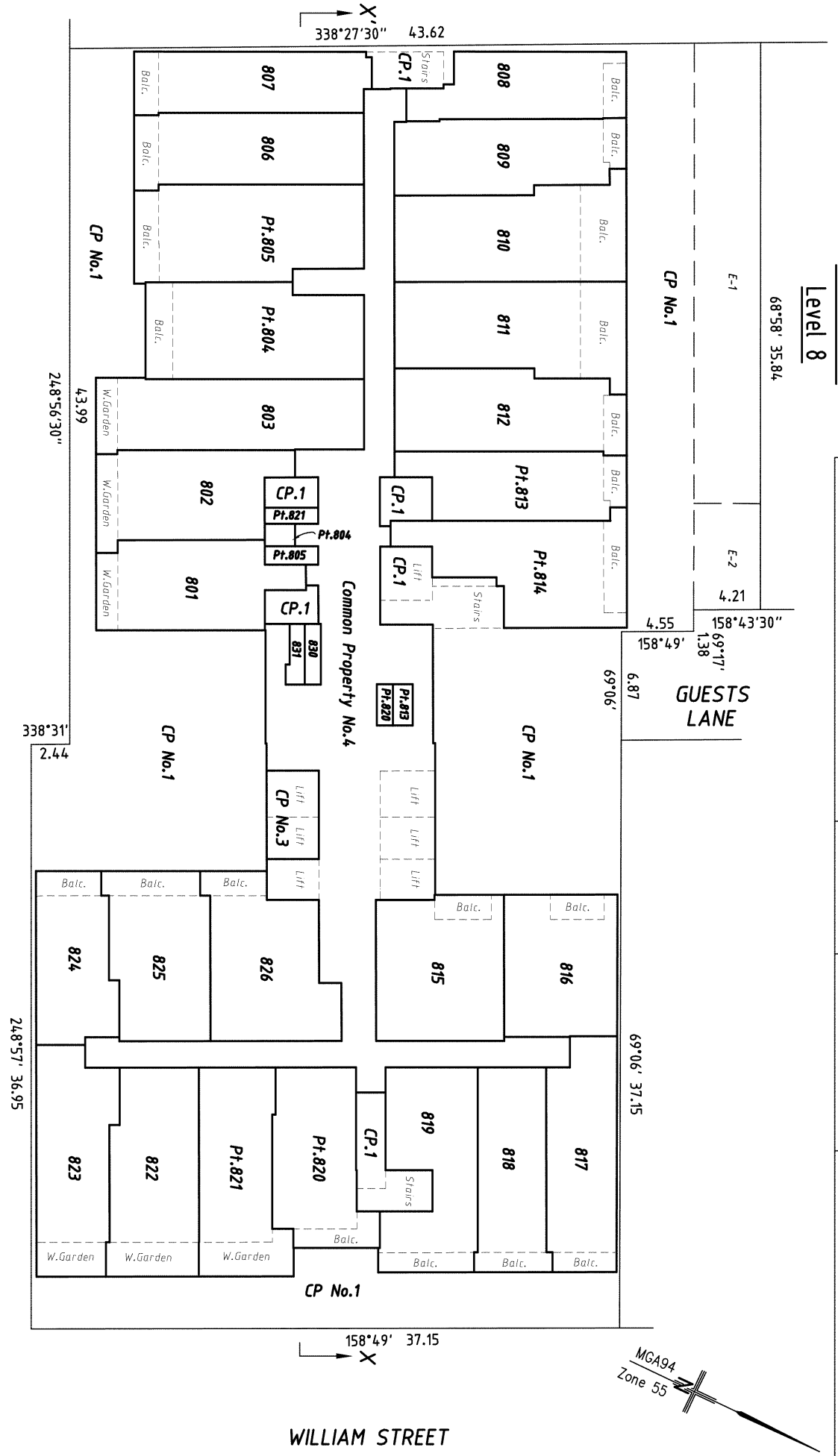
PLAN OF SUBDIVISION

DIAGRAM 12
Level 8

STAGE NO.

LRS use only
EDITION

Plan Number
PS 648185V



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135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Fax
Email: surveyor@srwsurveyors.com.au

ORIGINAL
SHEET SIZE A3
SCALE 1:250

SCALE 2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ..... STEPHEN R. WATT .....
SIGNATURE.....
DATE / /
REF.25231.8
VERSION 08

Sheet 13

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

STAGE NO.

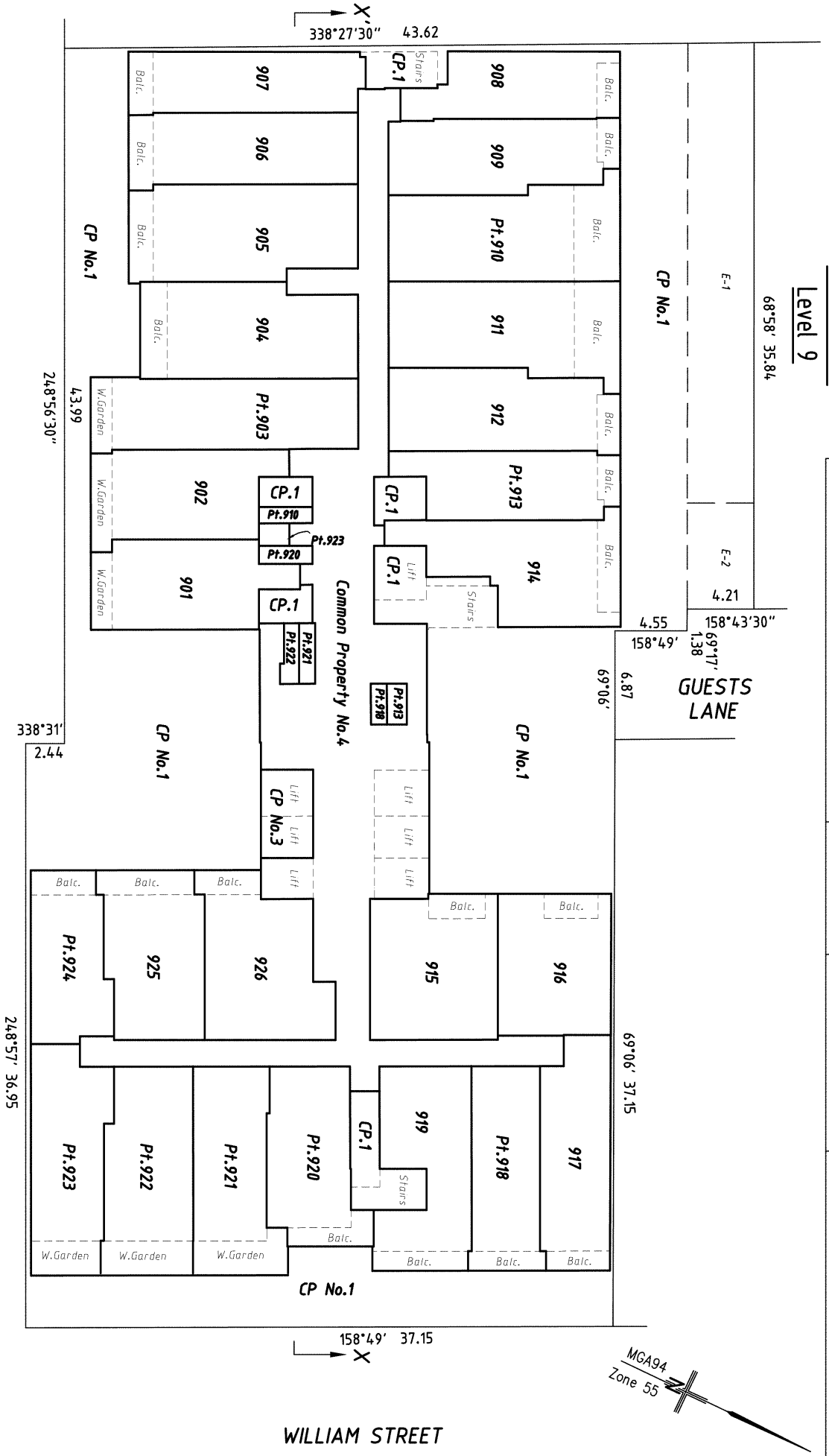
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EDITION

Plan Number

PS 648185V

DIAGRAM 13
Level 9



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135A MARTIN STREET
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Fax
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ORIGINAL
SHEET SIZE A3
SCALE 1:250

LENGTHS ARE IN METRES
SCALE 2.5 0 5 10

LITTLE BOURKE STREET

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SIGNATURE.....
DATE / /
REF.25231.9
VERSION 08

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 14

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PLAN OF SUBDIVISION

STAGE NO.

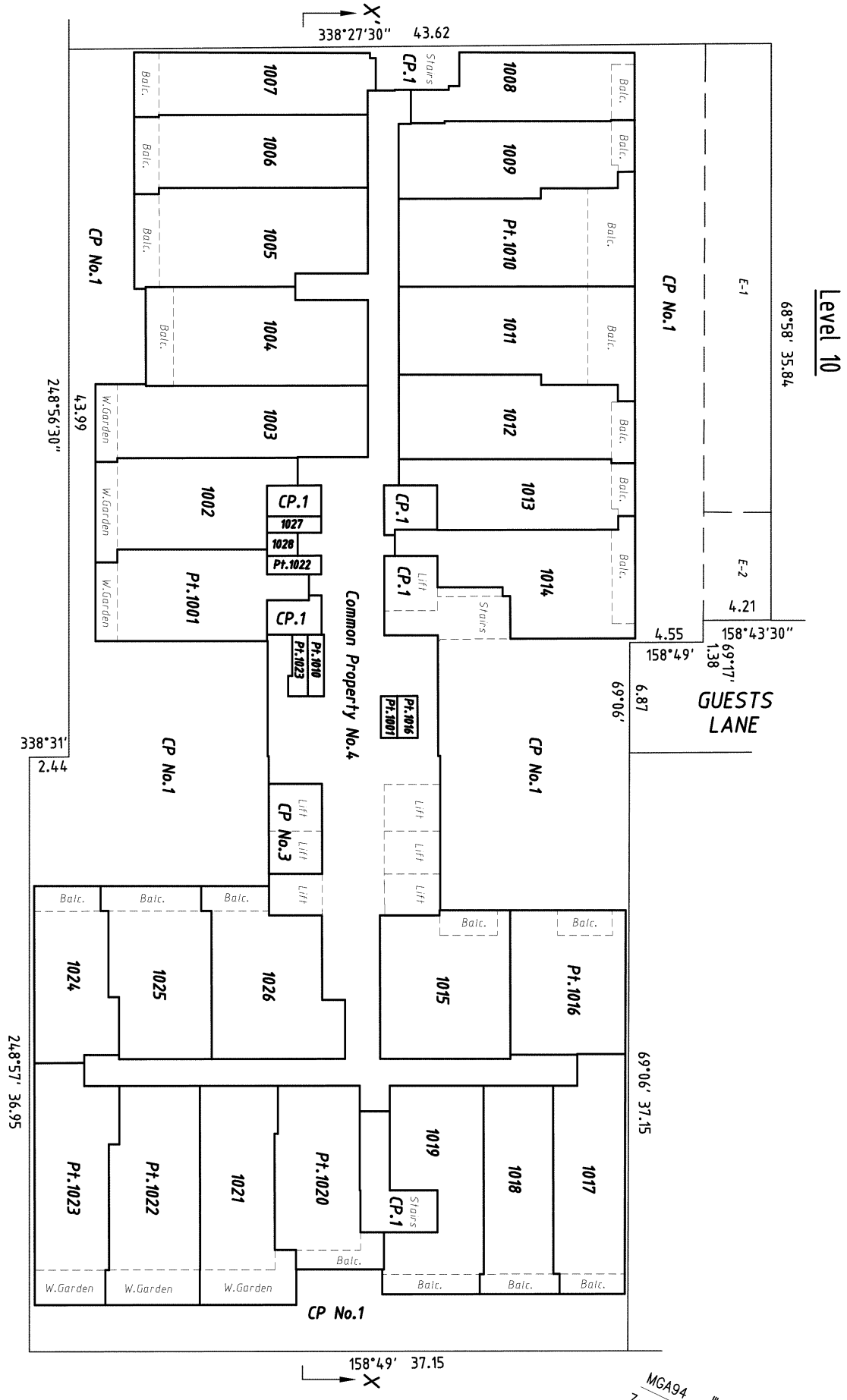
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EDITION

Plan Number

PS 648185V

DIAGRAM 14
Level 10



LITTLE BOURKE STREET

SRW SURVEYORS Pty Ltd
135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Fax
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ORIGINAL

SCALE 1:250

SHEET SIZE A3

SCALE 2.5 0 5 10

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ..... STEPHEN R. WATT

SIGNATURE.....

DATE / /

REF.2523L10

VERSION 08

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 15

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PLAN OF SUBDIVISION

STAGE NO.

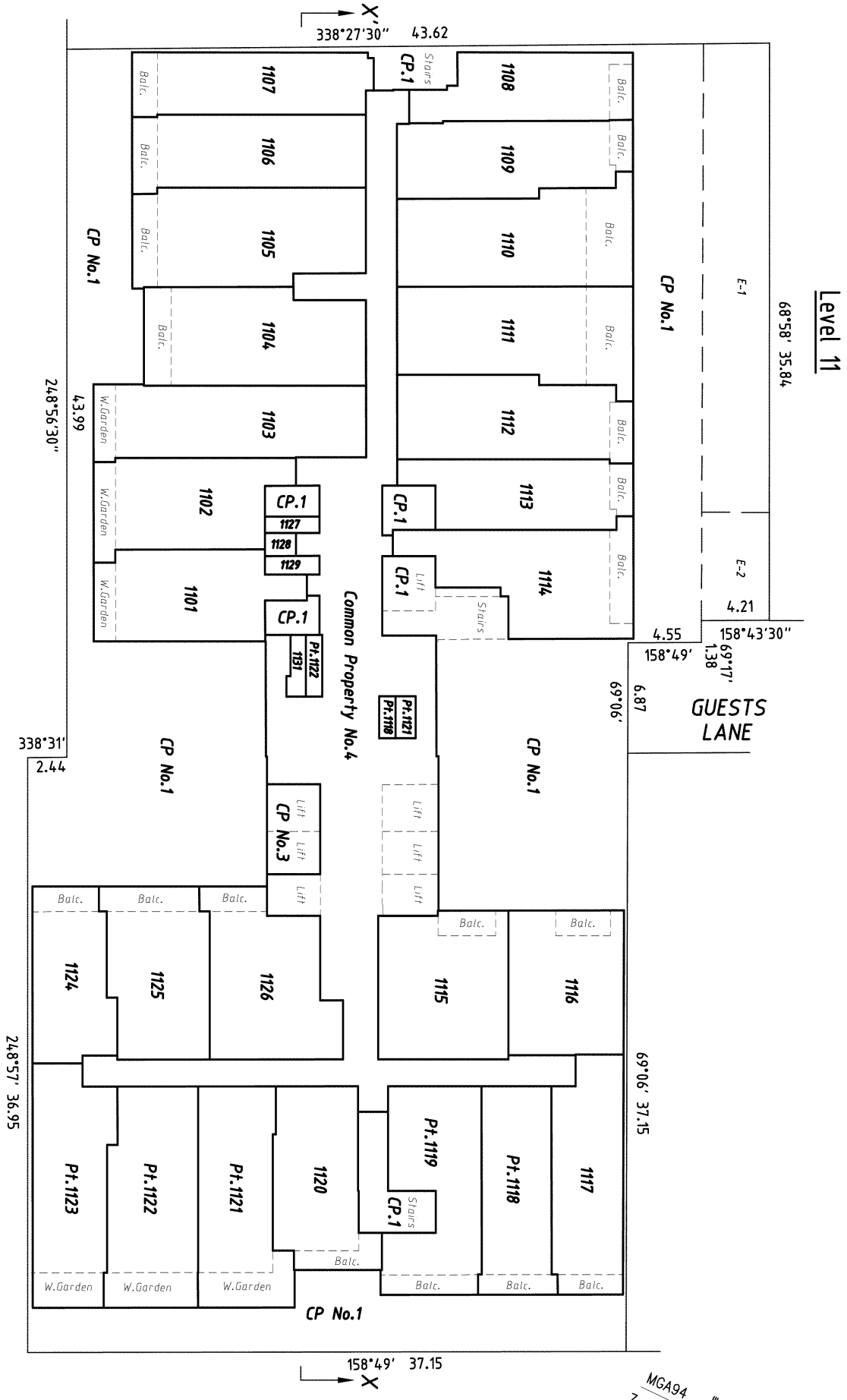
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EDITION

Plan Number

PS 648185V

DIAGRAM 15
Level 11



LITTLE BOURKE STREET

SCALE 1:250

SCALE 0 2.5 5 10

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

Sheet 16

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135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Fax
Email: surveyor@srwsurveyors.com.au

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REF.2523L11

VERSION 08

DATE / /

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PLAN OF SUBDIVISION

STAGE NO.

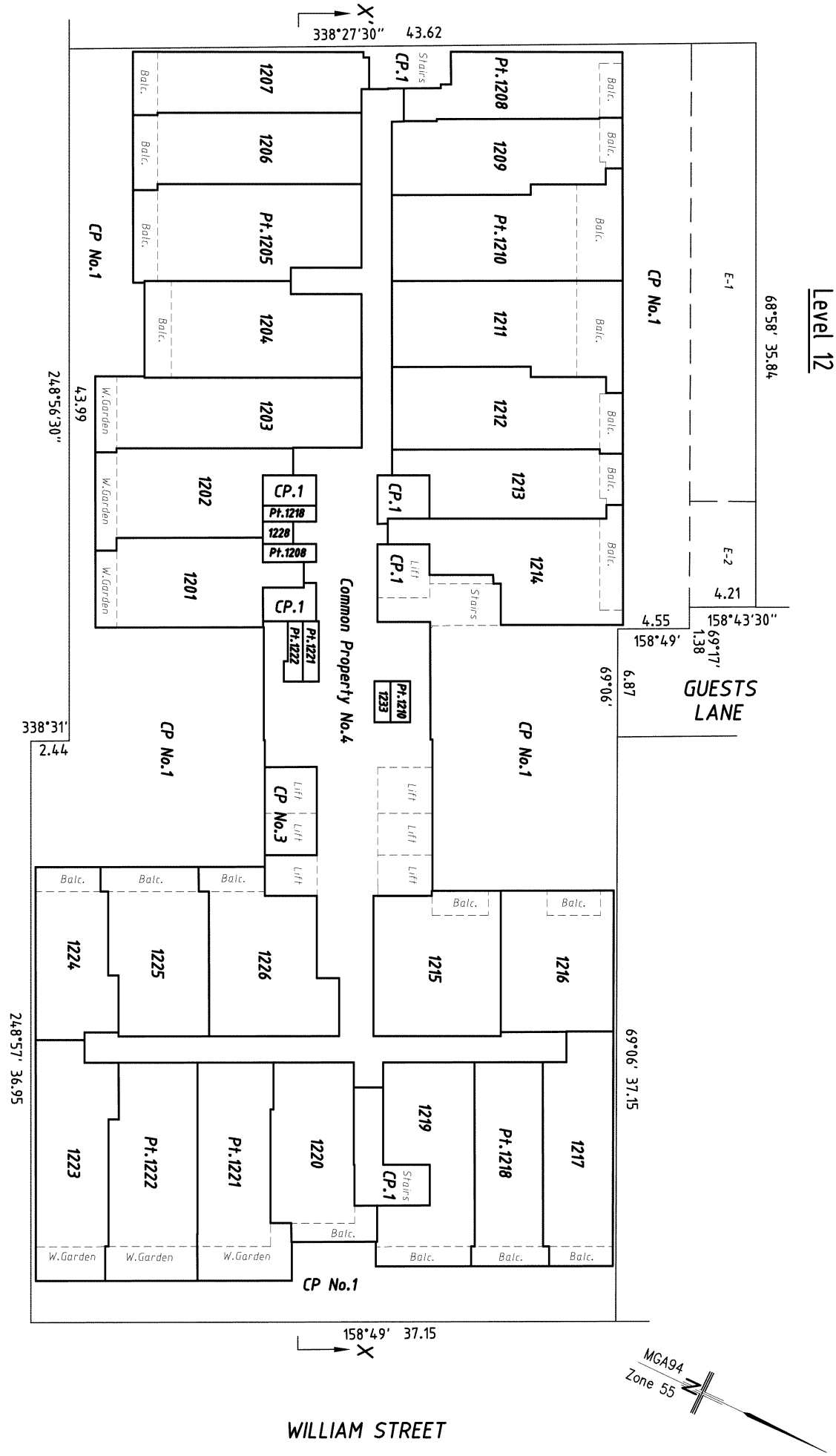
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EDITION

Plan Number

PS 648185V

DIAGRAM 16
Level 12



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135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Fax
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ORIGINAL

SHEET SIZE A3

SCALE 1:250

SCALE 2.5 0 5 10

LENGTHS ARE IN METRES

LITTLE BOURKE STREET

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SIGNATURE.....

DATE / /

REF.2523L12

VERSION 08

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 17

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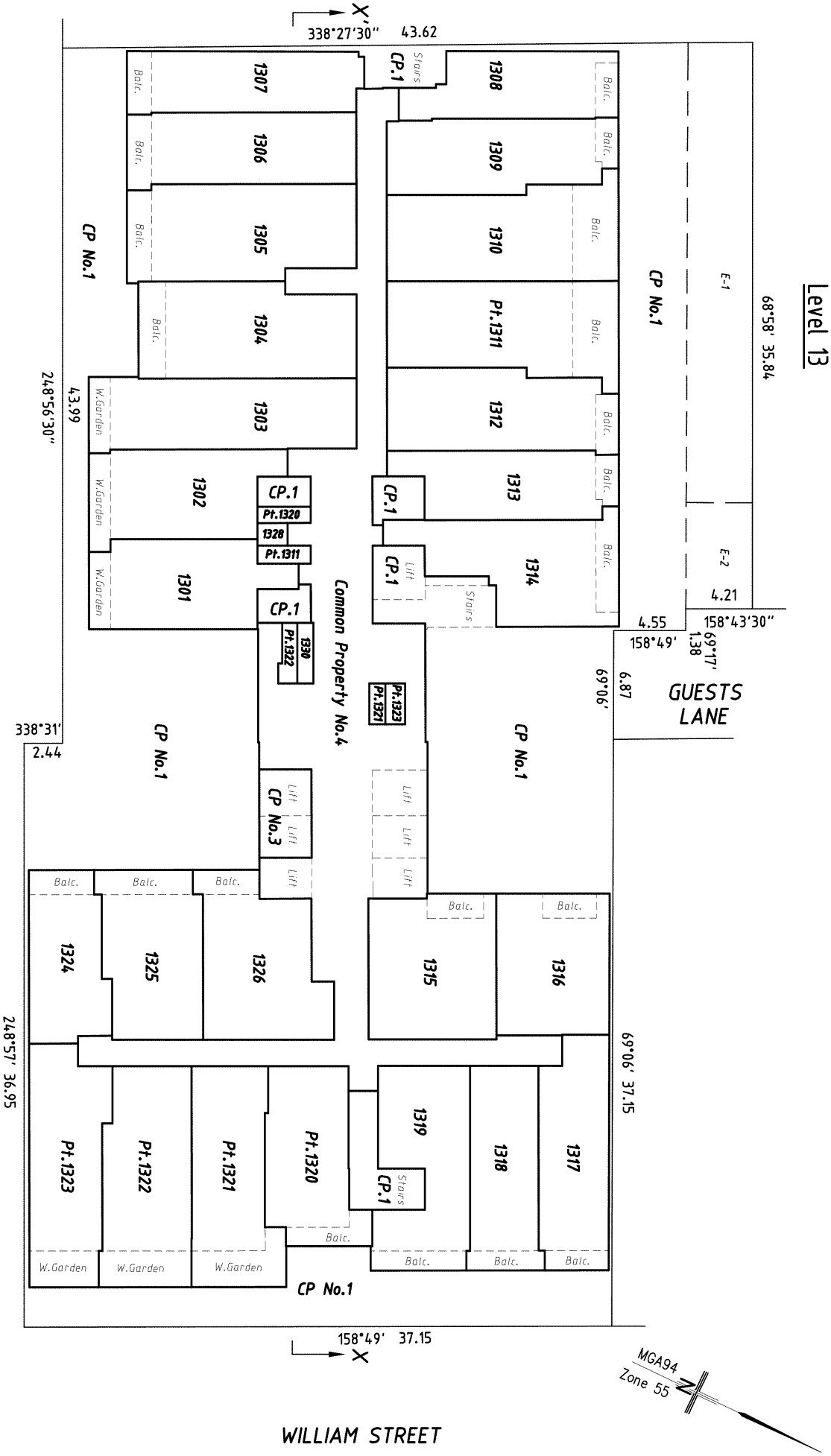
PLAN OF SUBDIVISION

DIAGRAM 17
Level 13

STAGE NO.

LRS use only
EDITION

Plan Number
PS 648185V



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BRIGHTON 3186
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Fax
Email: surveyor@srwsurveyors.com.au

ORIGINAL
SHEET SIZE A3
SCALE 1:250

LENGTHS ARE IN METRES
SCALE 2.5 0 5 10

LITTLE BOURKE STREET

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SIGNATURE.....
DATE / /
REF.2523L13
VERSION 08

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 18

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PLAN OF SUBDIVISION

STAGE NO.

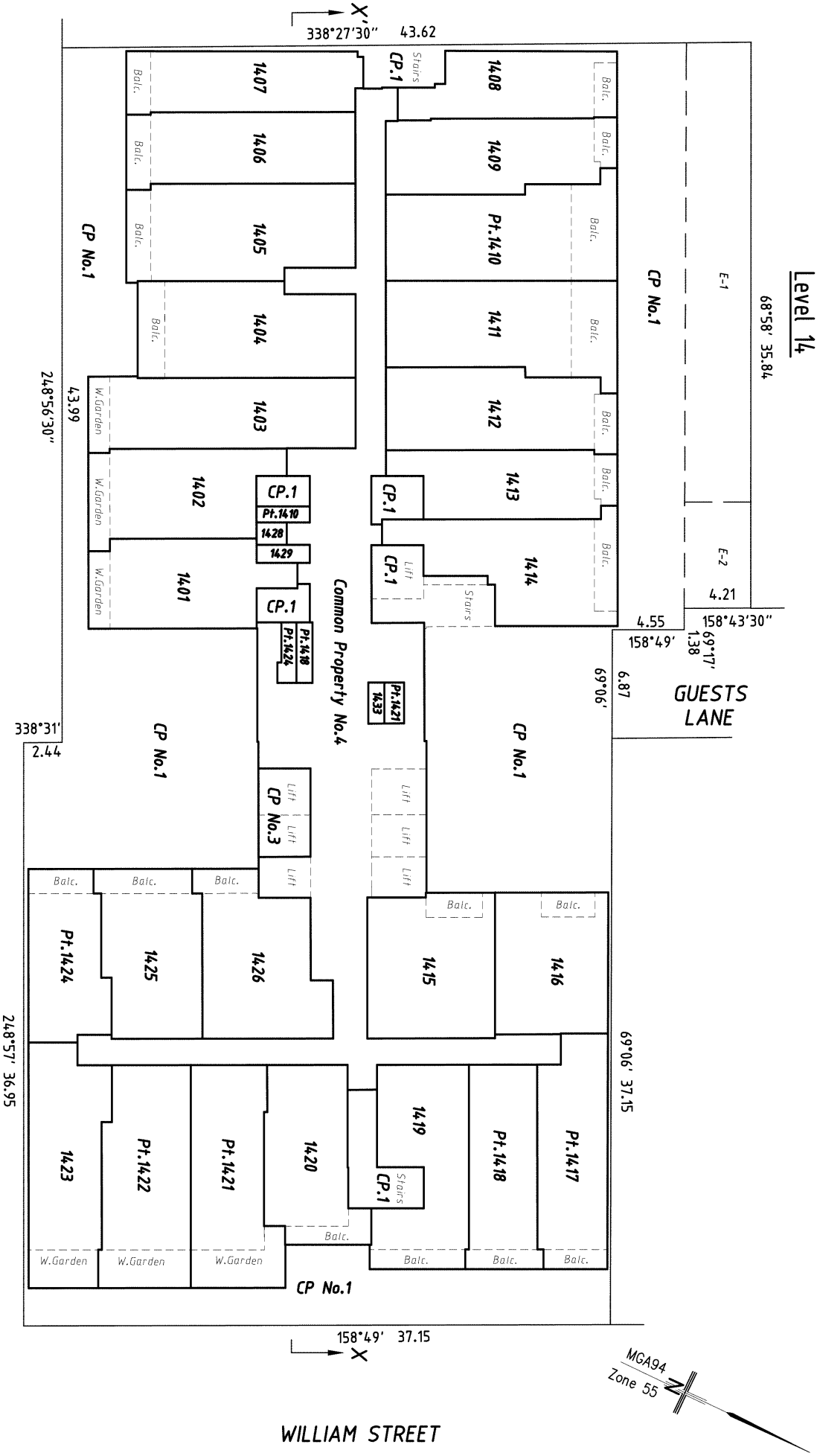
LRS use only

EDITION

Plan Number

PS 648185V

DIAGRAM 18
Level 14



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135A MARTIN STREET
BRIGHTON 3186
Phone 03 9530 8231
Fax
Email: surveyor@srwsurveyors.com.au

ORIGINAL

SHEET SIZE A3

SCALE 1:250

SCALE 2.5 0 5 10

LENGTHS ARE IN METRES

LITTLE BOURKE STREET

LICENSED SURVEYOR (PRINT) ..... STEPHEN R. WATT

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VERSION 08

Sheet 19

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PLAN OF SUBDIVISION

STAGE NO.

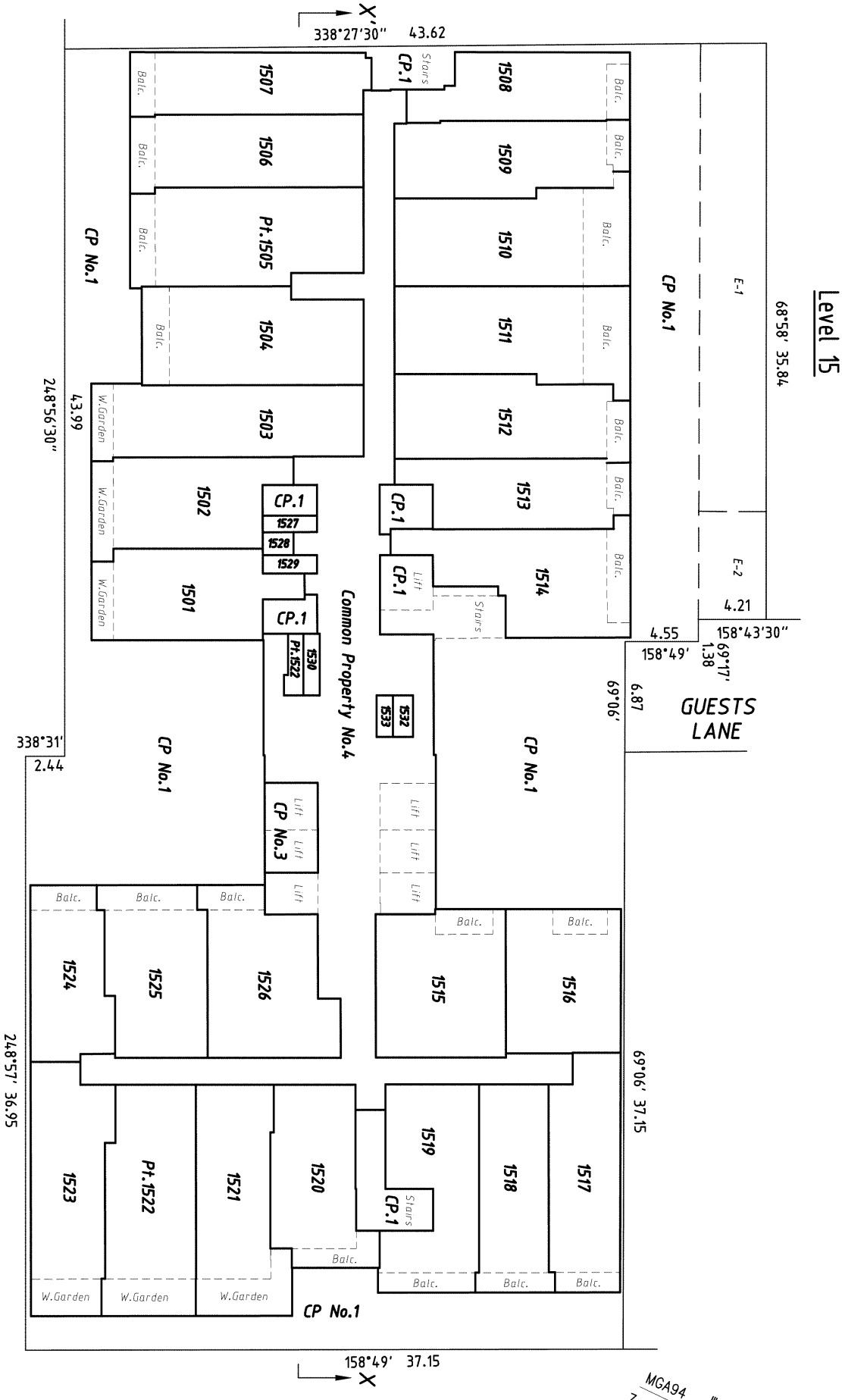
LRS use only

EDITION

Plan Number

PS 648185V

DIAGRAM 19
Level 15



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135A MARTIN STREET
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Fax
Email: surveyor@srwsurveyors.com.au

ORIGINAL

SHEET SIZE A3

SCALE 1:250

SCALE 2.5 0 5 10

LENGTHS ARE IN METRES

LITTLE BOURKE STREET

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REF.252L15

VERSION 08

DATE / /

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PLAN OF SUBDIVISION

STAGE NO.

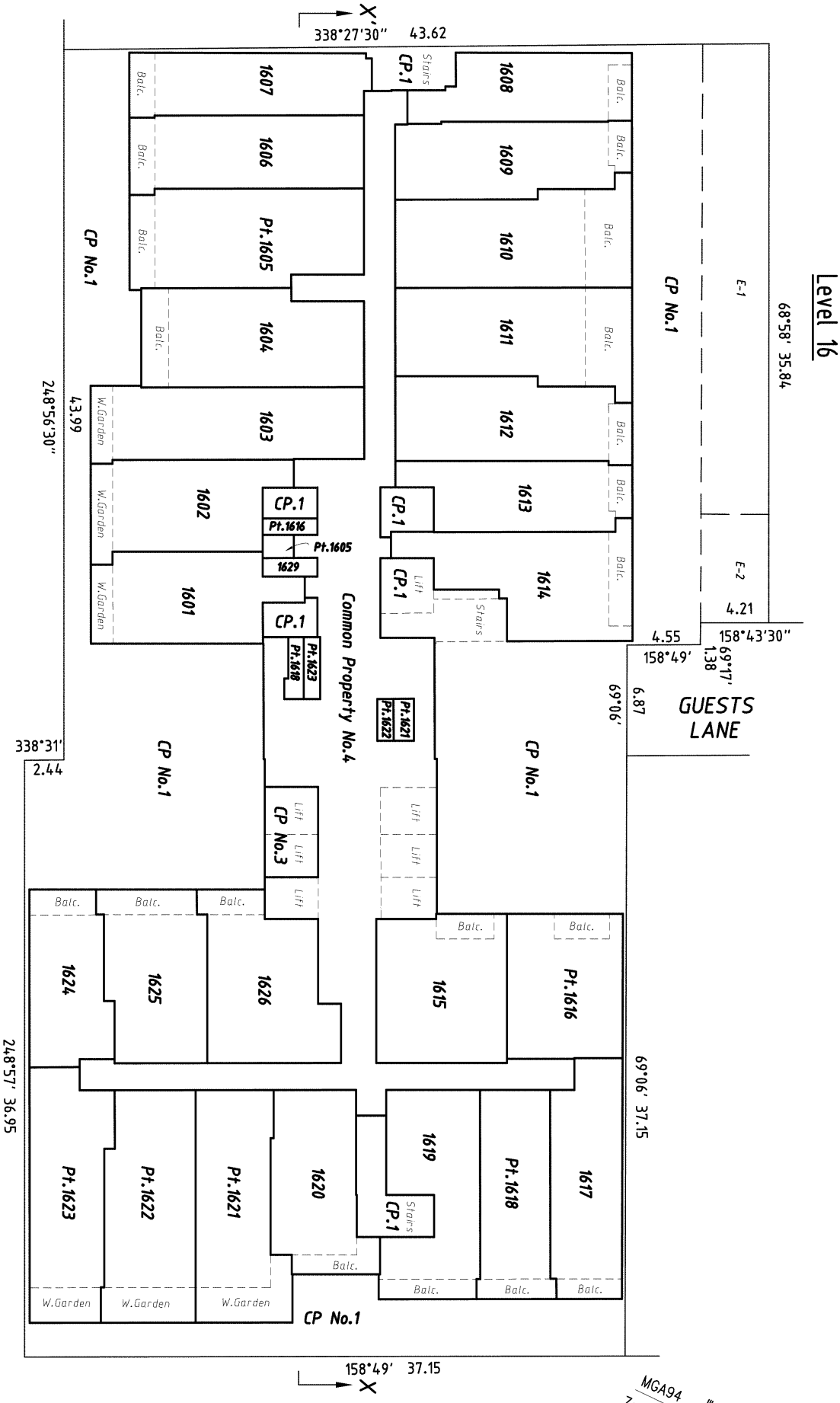
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EDITION

Plan Number

PS 648185V

DIAGRAM 20
Level 16



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SHEET SIZE A3
SCALE 1:250

SCALE 2.5 0 5 10
LENGTHS ARE IN METRES

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VERSION 08

DATE / /
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Sheet 21

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PLAN OF SUBDIVISION

STAGE NO.

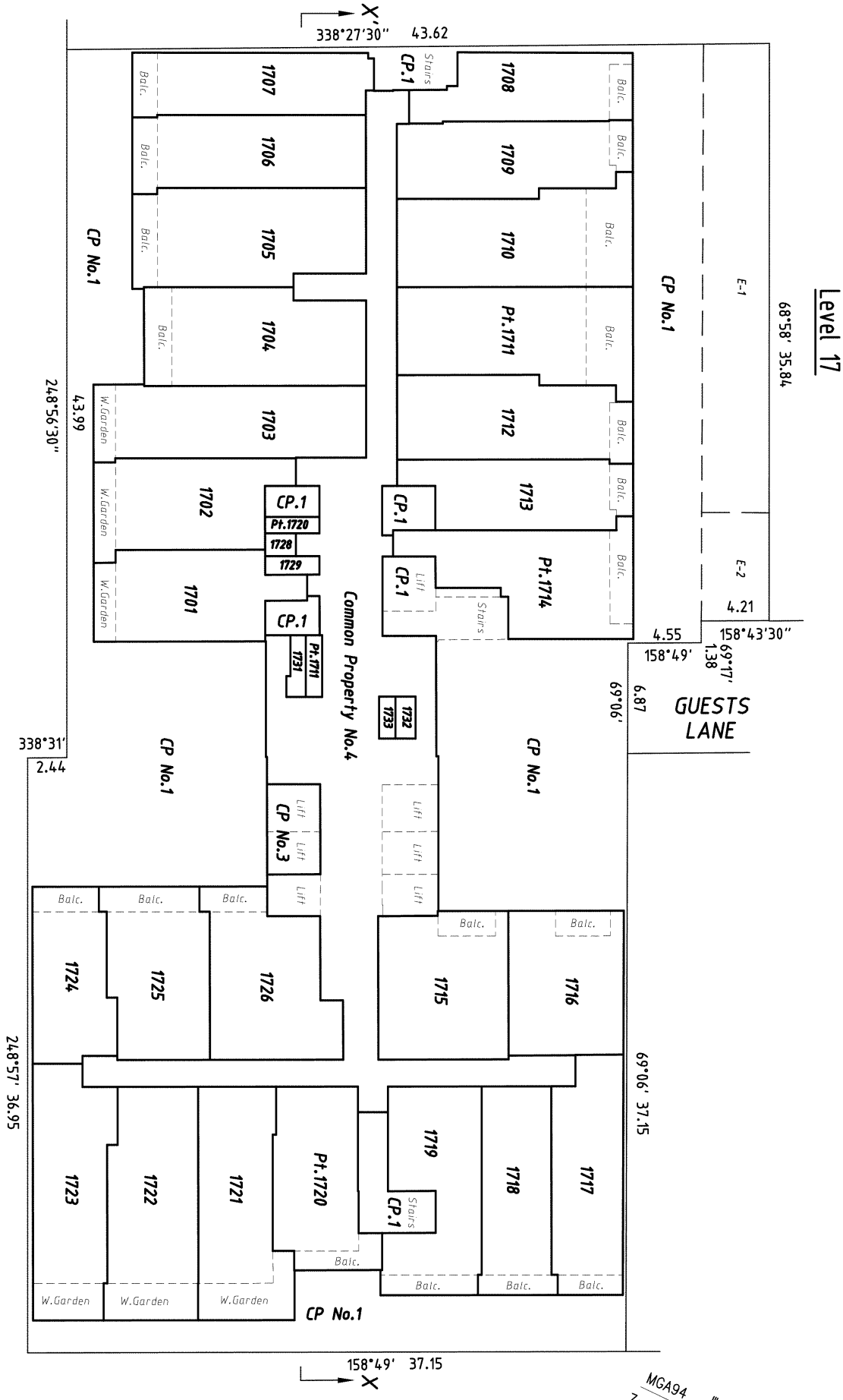
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EDITION

Plan Number

PS 648185V

DIAGRAM 21
Level 17



LITTLE BOURKE STREET

SCALE 1:250

SCALE 2.5 0 5 10

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

Sheet 22

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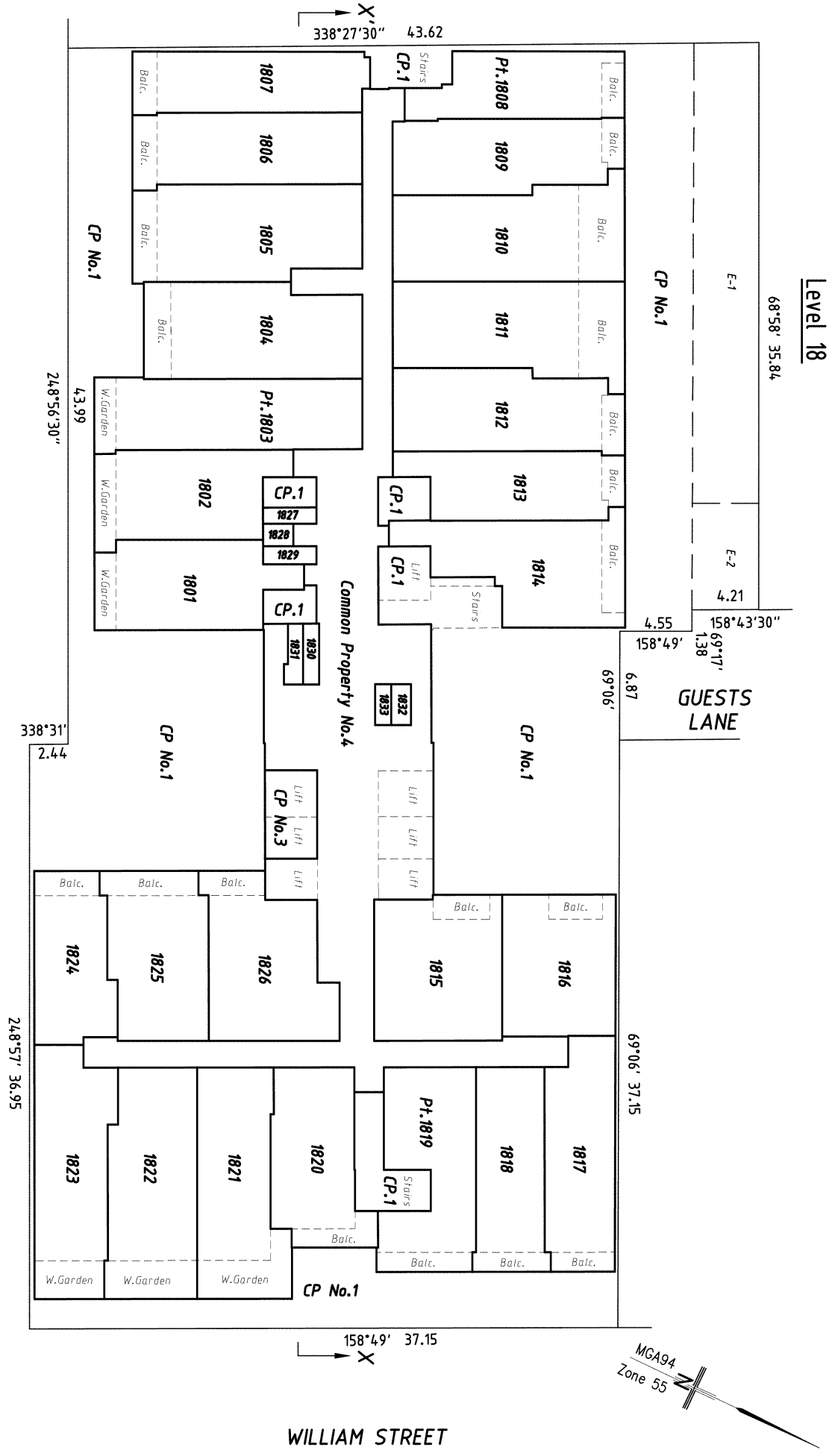
PLAN OF SUBDIVISION

DIAGRAM 22
Level 18

STAGE NO.

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EDITION

Plan Number
PS 648185V



LITTLE BOURKE STREET

SCALE 1:250

SCALE 2.5 0 5 10

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

Sheet 23

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PLAN OF SUBDIVISION

STAGE NO.

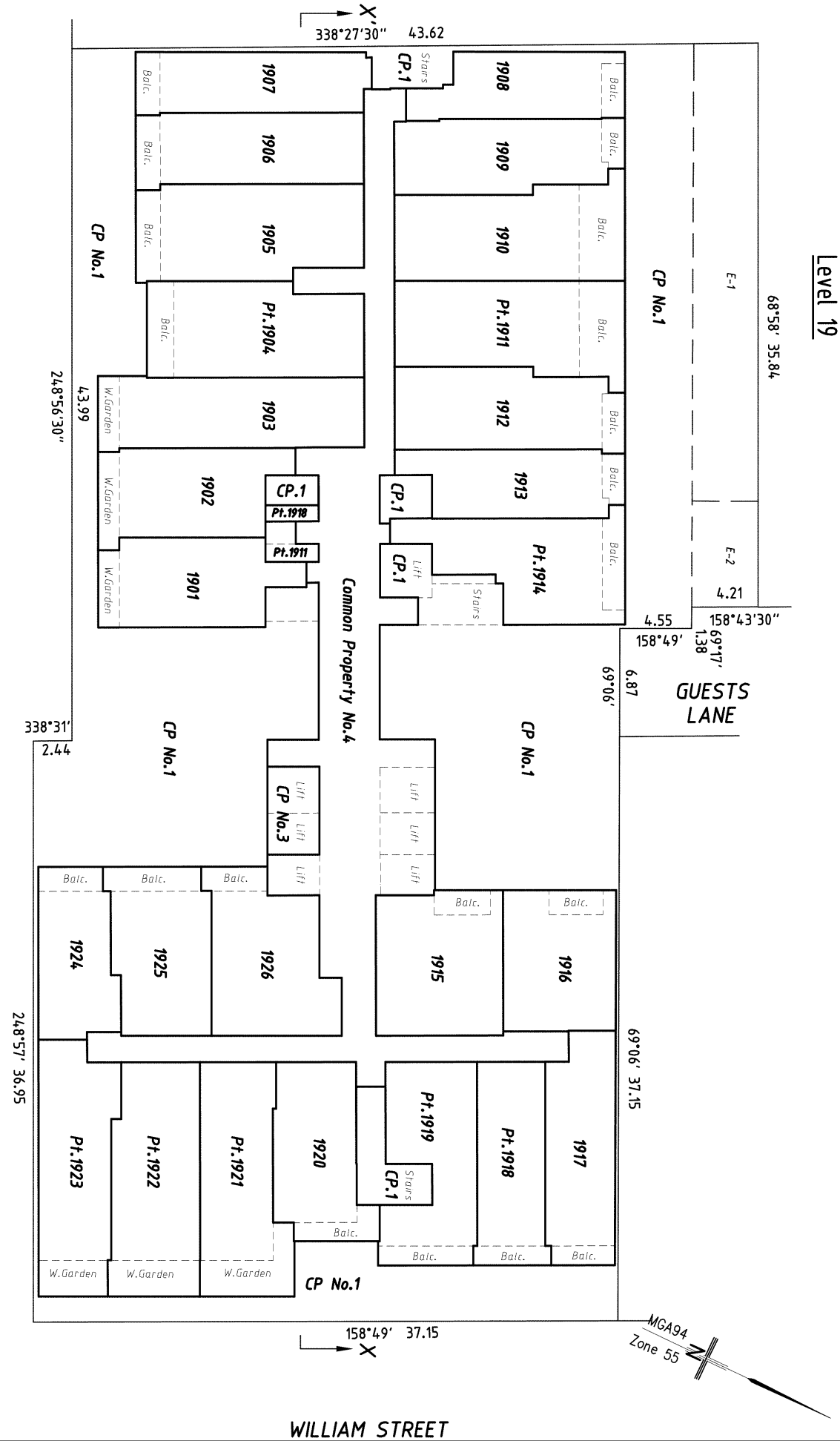
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EDITION

Plan Number

PS 648185V

DIAGRAM 23
Level 19



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ORIGINAL
SHEET SIZE A3
SCALE 1:250

SCALE 2.5 0 5 10
LENGTHS ARE IN METRES

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PLAN OF SUBDIVISION

STAGE NO.

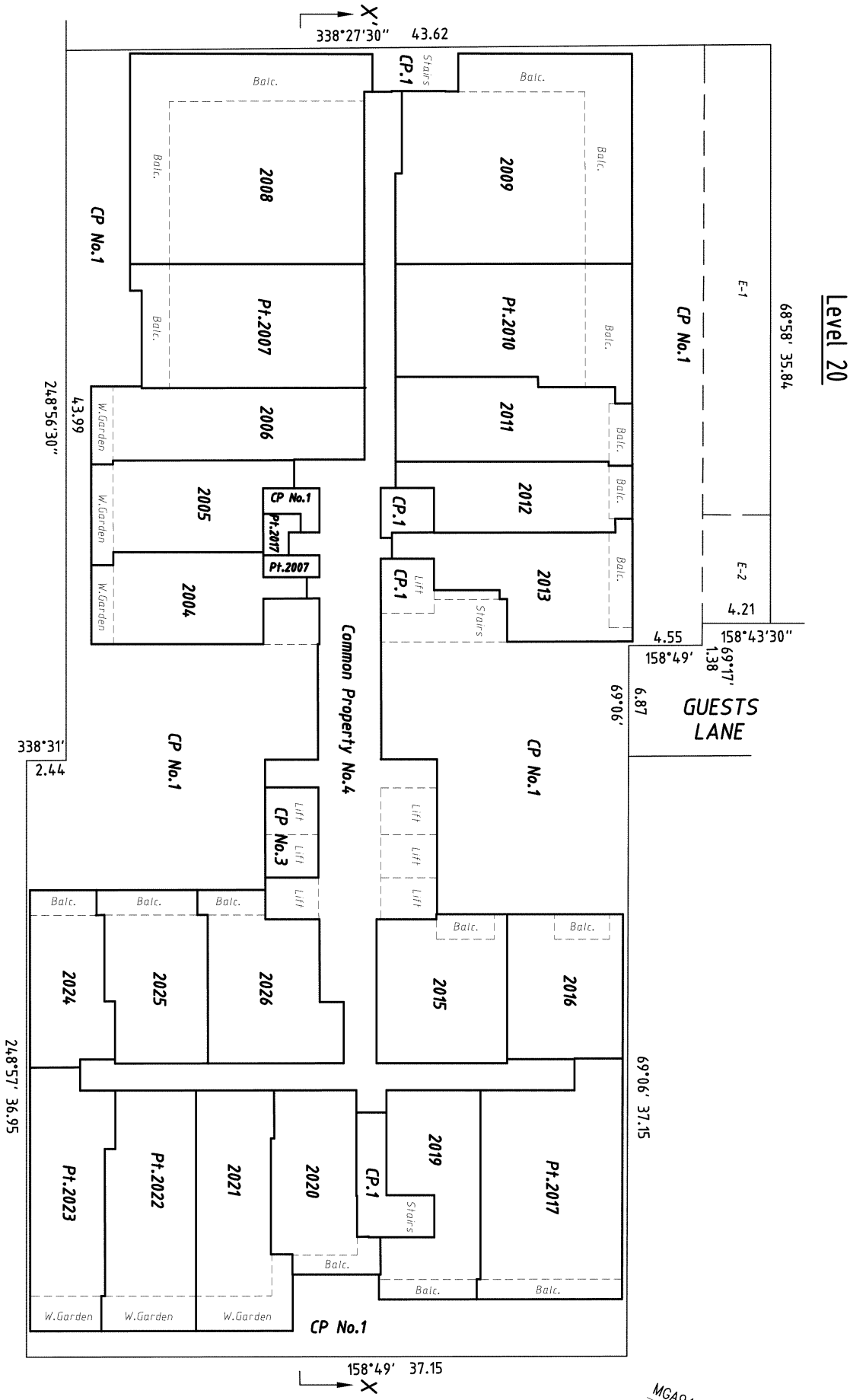
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EDITION

Plan Number

PS 648185V

DIAGRAM 24
Level 20



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SHEET SIZE A3

SCALE 1:250

LENGTHS ARE IN METRES

SCALE 2.5 0 5 10

LITTLE BOURKE STREET

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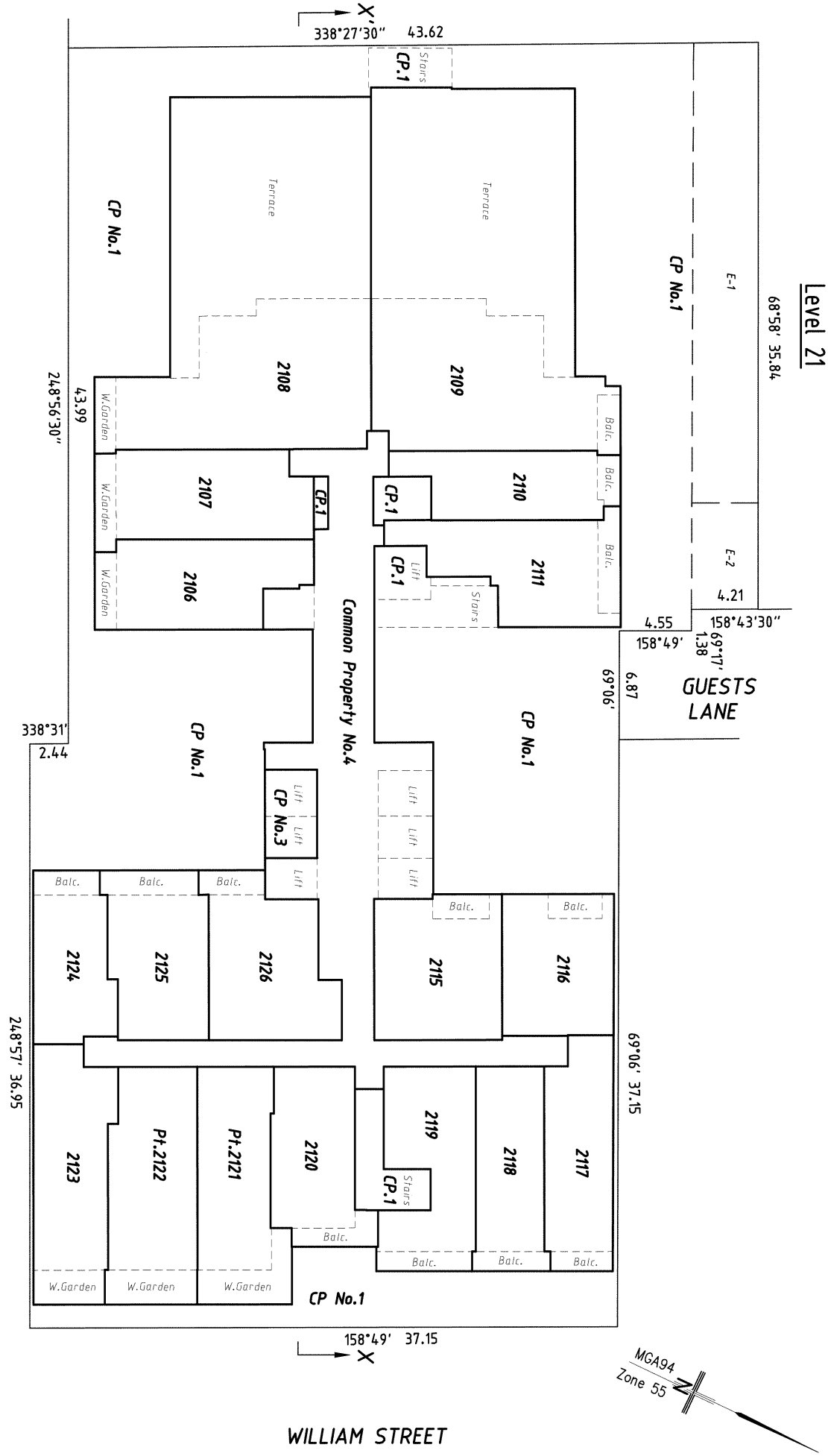
PLAN OF SUBDIVISION

STAGE NO.

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Plan Number PS 648185V

DIAGRAM 25
Level 21



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SHEET SIZE A3

LITTLE BOURKE STREET

SCALE 2.5 0 5 10

LENGTHS ARE IN METRES

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Sheet 26

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PLAN OF SUBDIVISION

STAGE NO.

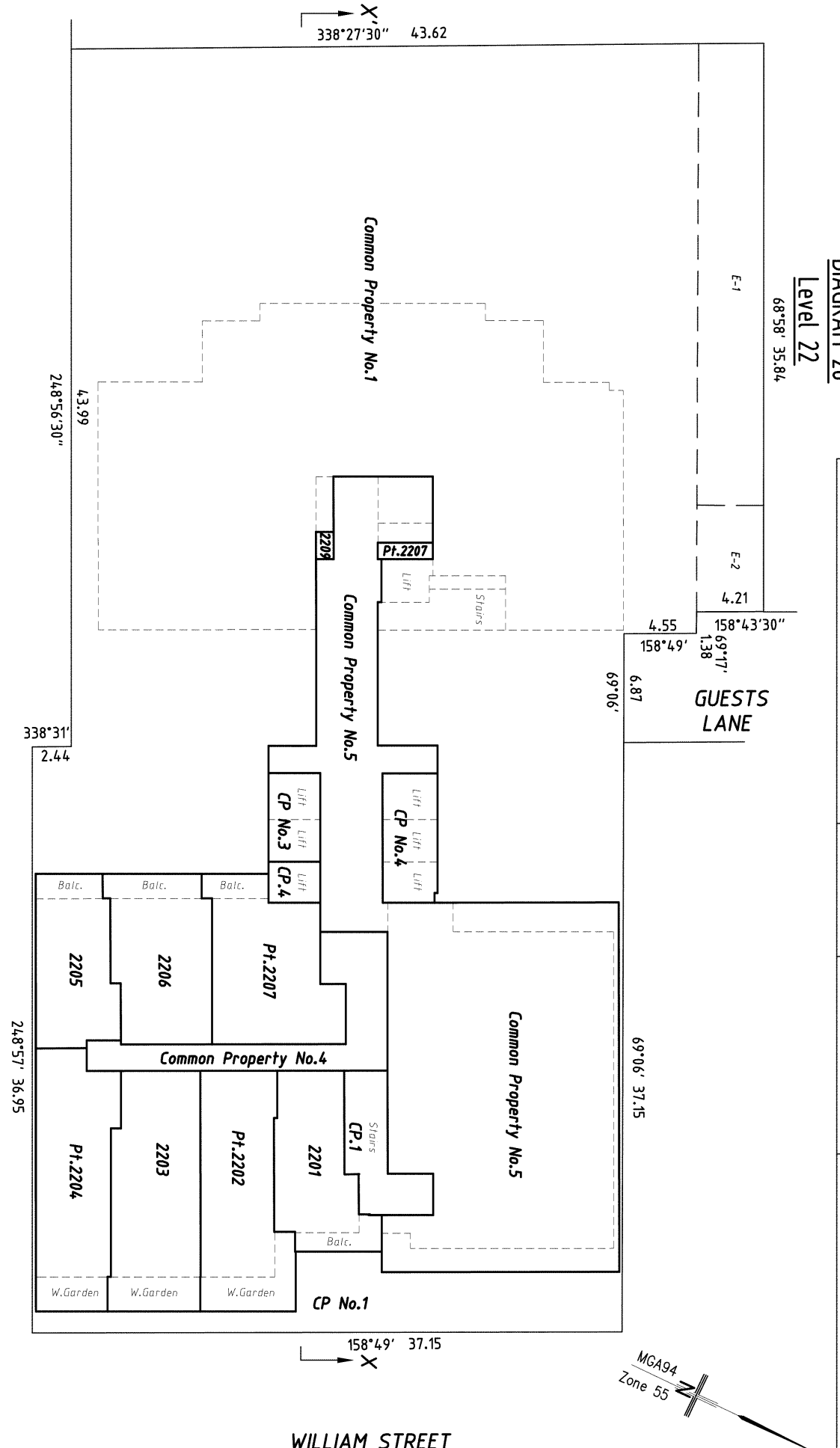
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EDITION

Plan Number

PS 648185V

DIAGRAM 26
Level 22



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SHEET SIZE A3

SCALE 1:250

SCALE 2.5 0 5 10

LENGTHS ARE IN METRES

LITTLE BOURKE STREET

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VERSION 08

Sheet 27

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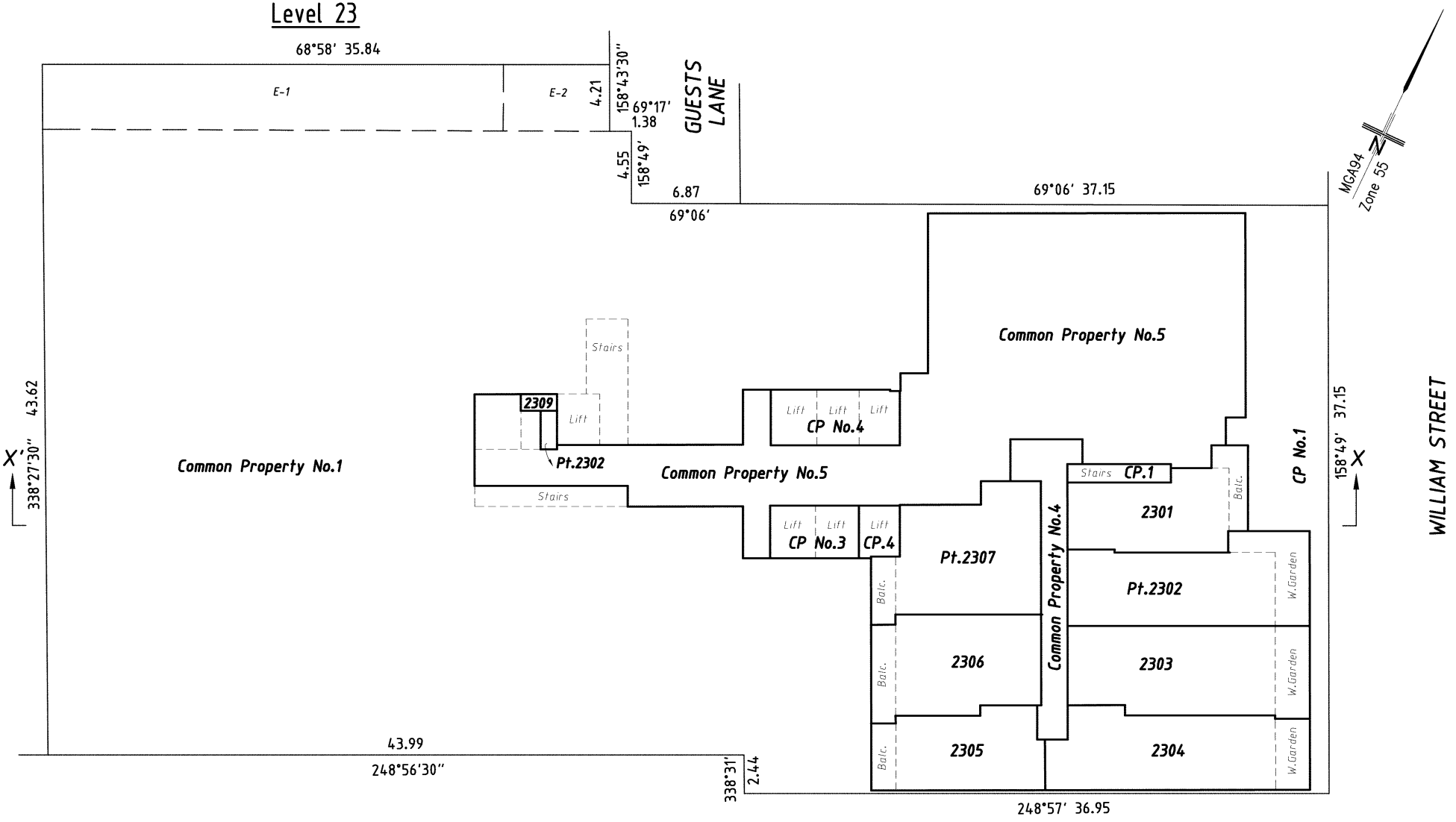
PLAN OF SUBDIVISION

STAGE NO. /

LRS use only
EDITION

Plan Number
PS 648185V

DIAGRAM 27
Level 23



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ORIGINAL

SCALE	SHEET SIZE
1:250	A3

SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

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SIGNATURE..... DATE / /
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Sheet 28

DATE / /
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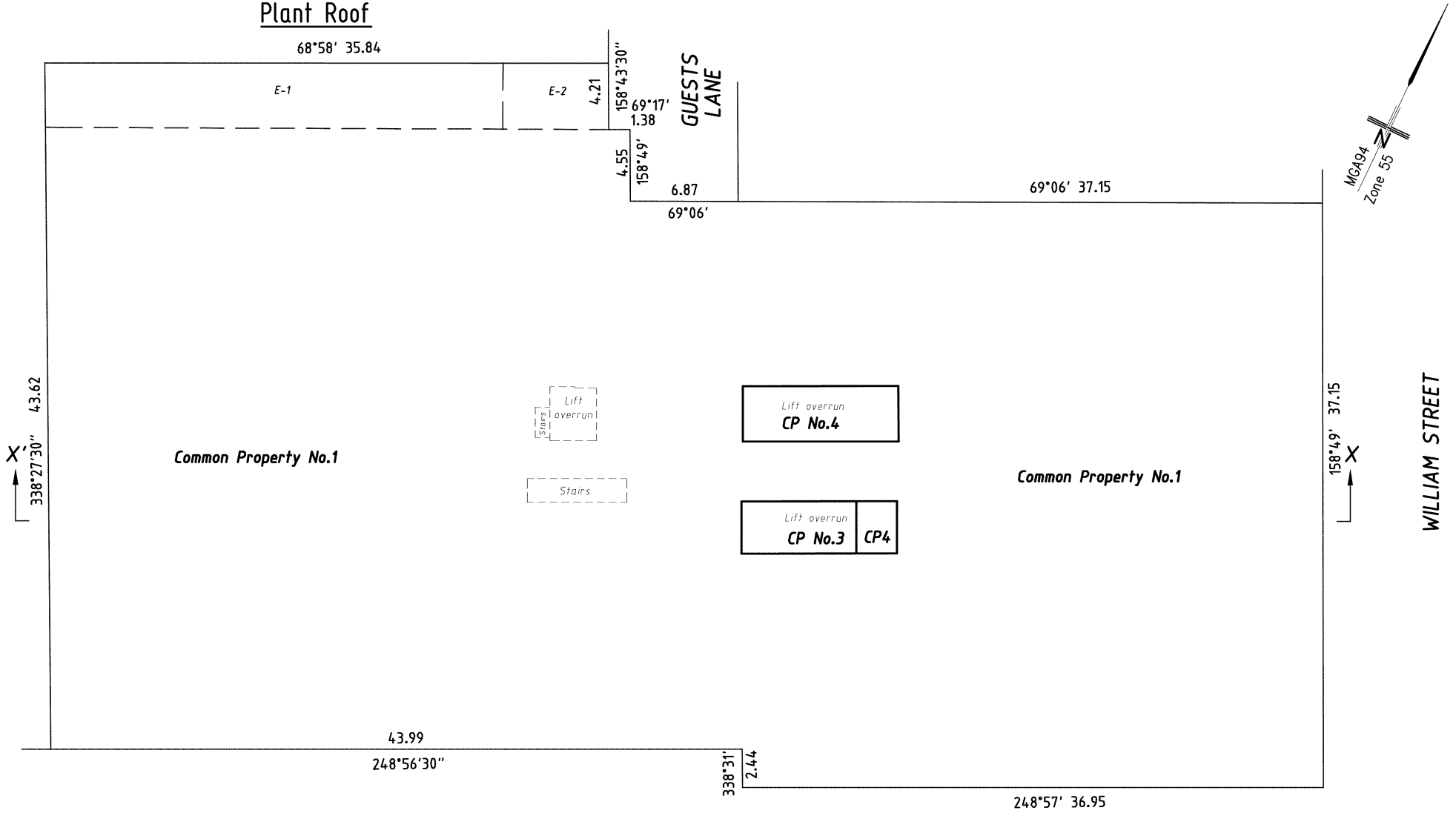
PLAN OF SUBDIVISION

STAGE NO.

LRS use only
EDITION

Plan Number
PS 648185V

DIAGRAM 28
Plant Roof



LITTLE BOURKE STREET

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ORIGINAL	
SCALE	SHEET SIZE
1:250	A3

SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

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DATE / /
REF.2523PlantRoom
VERSION 08

Sheet 29

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PLAN OF SUBDIVISION

STAGE NO.	LRS use only	Plan Number
/	EDITION	PS 648185V

DIAGRAM 30A
Basement Enlargement
See sheet 3 for overview.



DIAGRAM 30B
Basement Enlargement
See sheet 3 for overview.

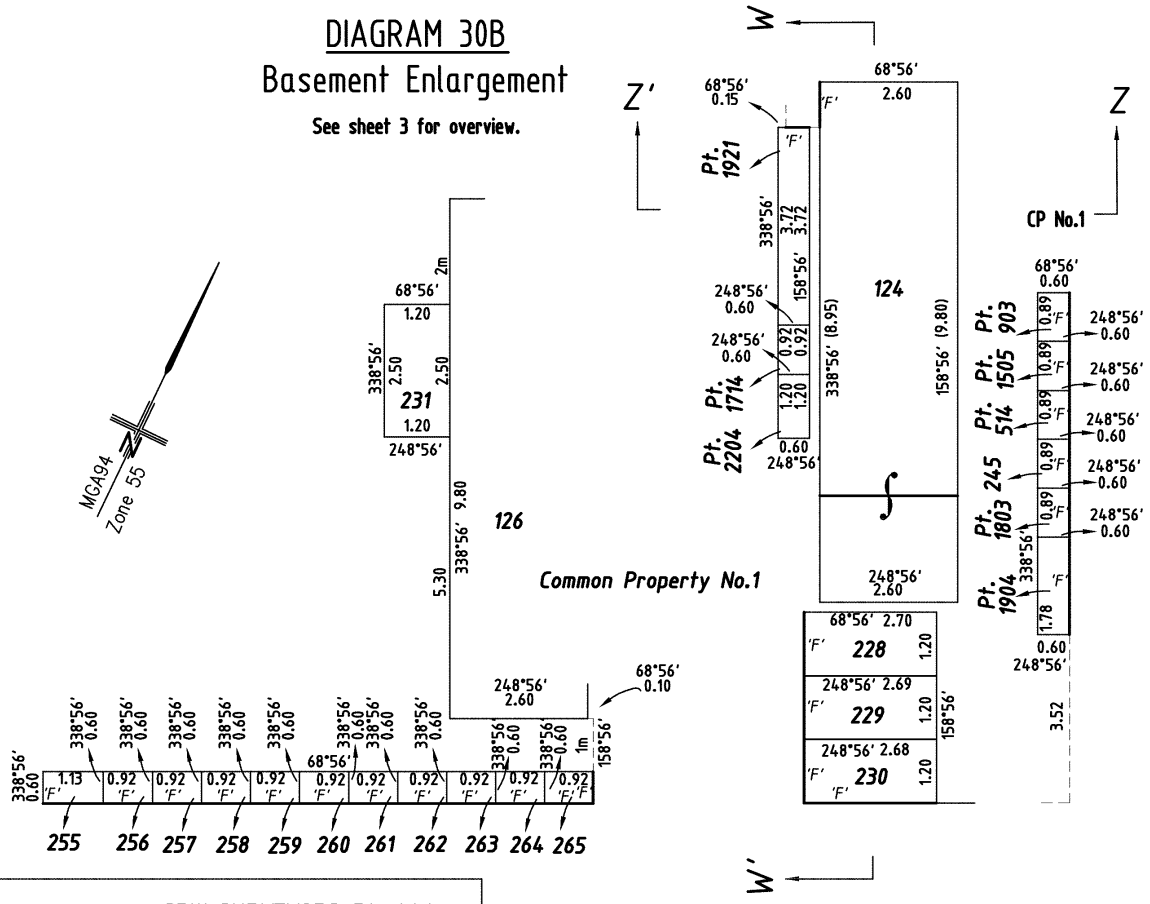


DIAGRAM 30C
Basement Enlargement
See sheet 3 for overview.

NOT TO SCALE

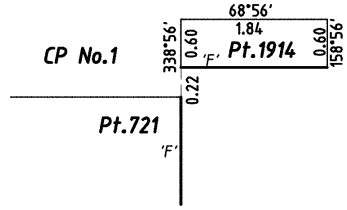
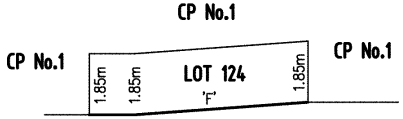


DIAGRAM 30D
Basement Cross Section W'-W



CROSS SECTION W'- W
Lot 124.
NOT TO SCALE

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ORIGINAL		
SCALE	SHEET SIZE	
1:100	A3	

SCALE
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LENGTHS ARE IN METRES

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Sheet 30

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PLAN OF SUBDIVISION

STAGE NO. /

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EDITION

Plan Number
PS 648185V

DIAGRAM 31A
Basement Enlargement

See sheet 3 for overview.

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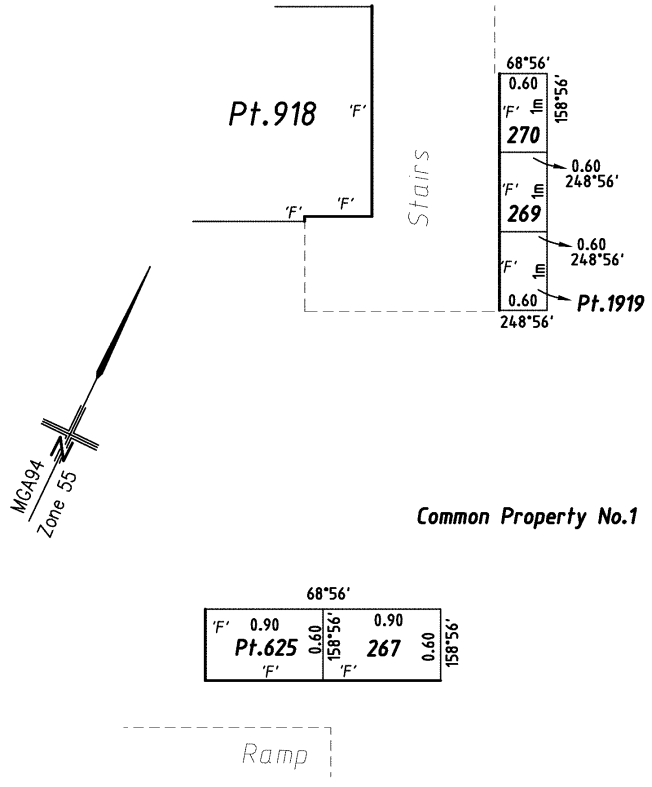


DIAGRAM 31B
Basement Enlargement

See sheet 3 for overview.

NOT TO SCALE

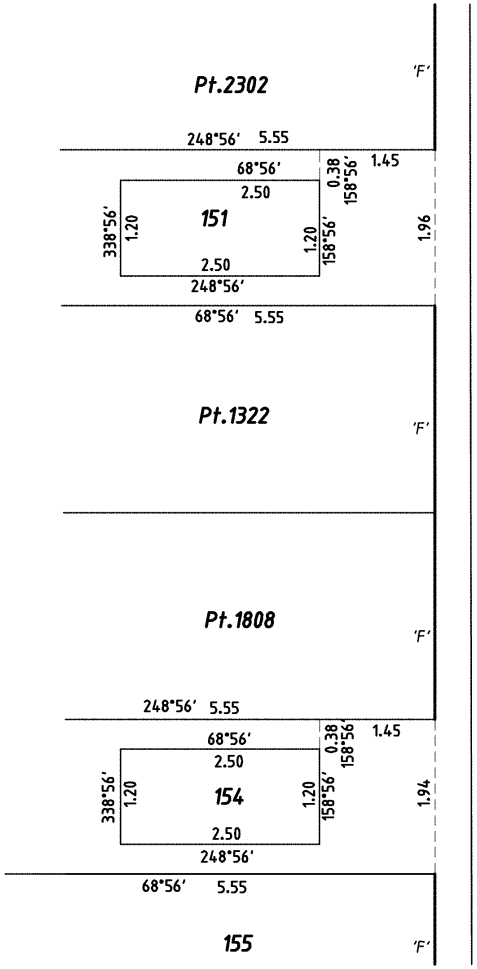
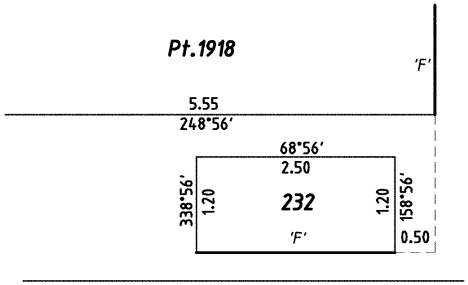


DIAGRAM 31C
Basement Enlargement

See sheet 3 for overview.

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ORIGINAL	
SCALE	SHEET SIZE
N.T.S.	A3

SCALE
0
LENGTHS ARE IN METRES

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Sheet 31

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PLAN OF SUBDIVISION

STAGE NO. /

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Plan Number PS 648185V

DIAGRAM 32A
Lower Ground Enlargement

See sheet 4 for overview.

NOT TO SCALE

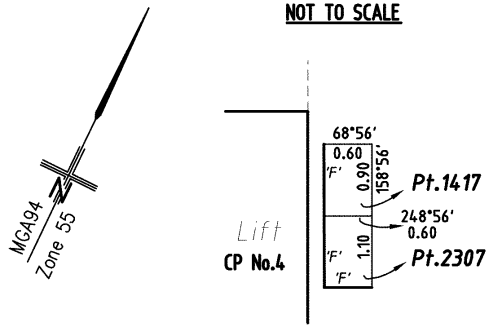


DIAGRAM 32C
Lower Ground Enlargement

See sheet 4 for overview.

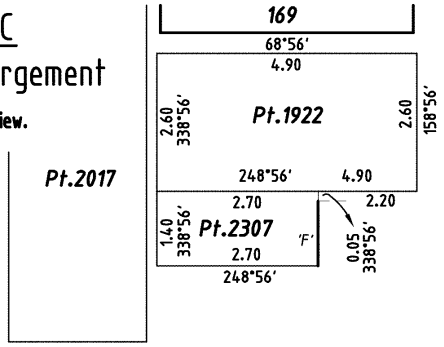
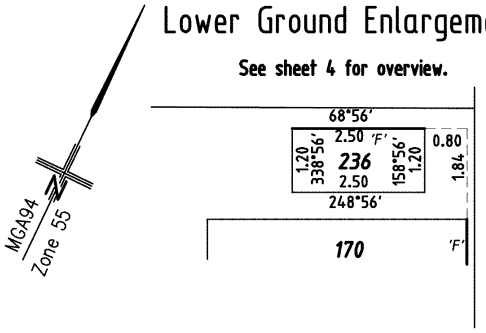


DIAGRAM 32D
Lower Ground Enlargement

See sheet 4 for overview.



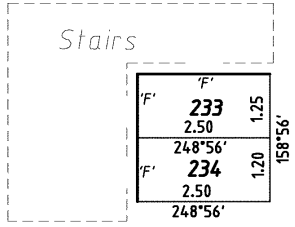
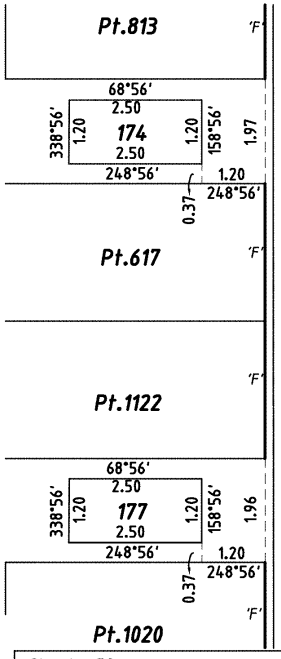


DIAGRAM 32E
Lower Ground Enlargement

See sheet 4 for overview.



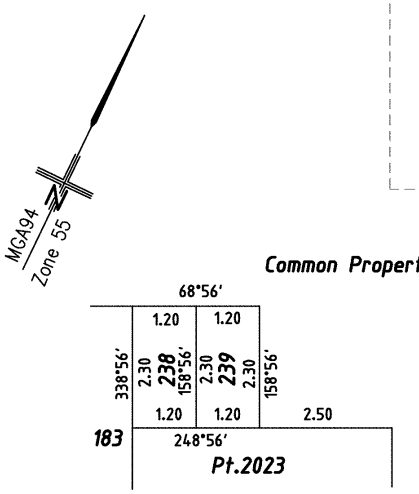


DIAGRAM 32B
Lower Ground Enlargement

See sheet 4 for overview.

NOT TO SCALE

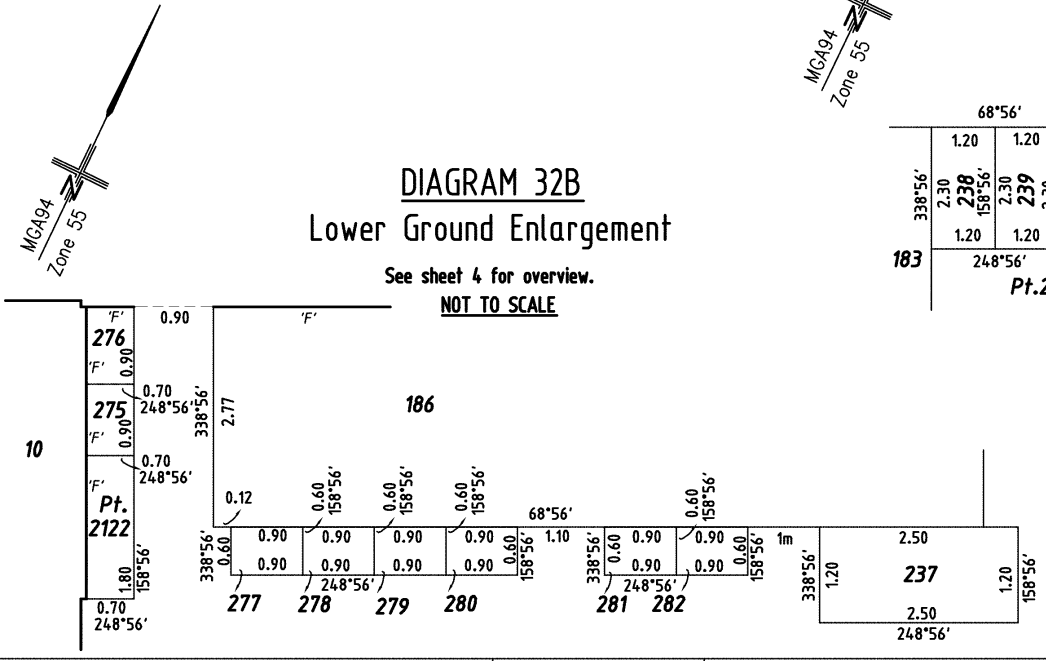
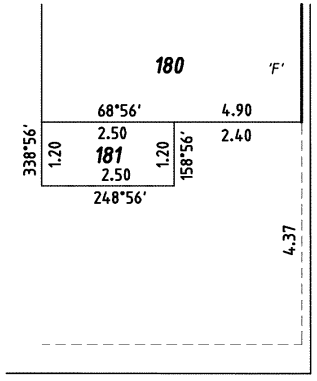


DIAGRAM 32F
Lower Ground Enlargement

See sheet 4 for overview.



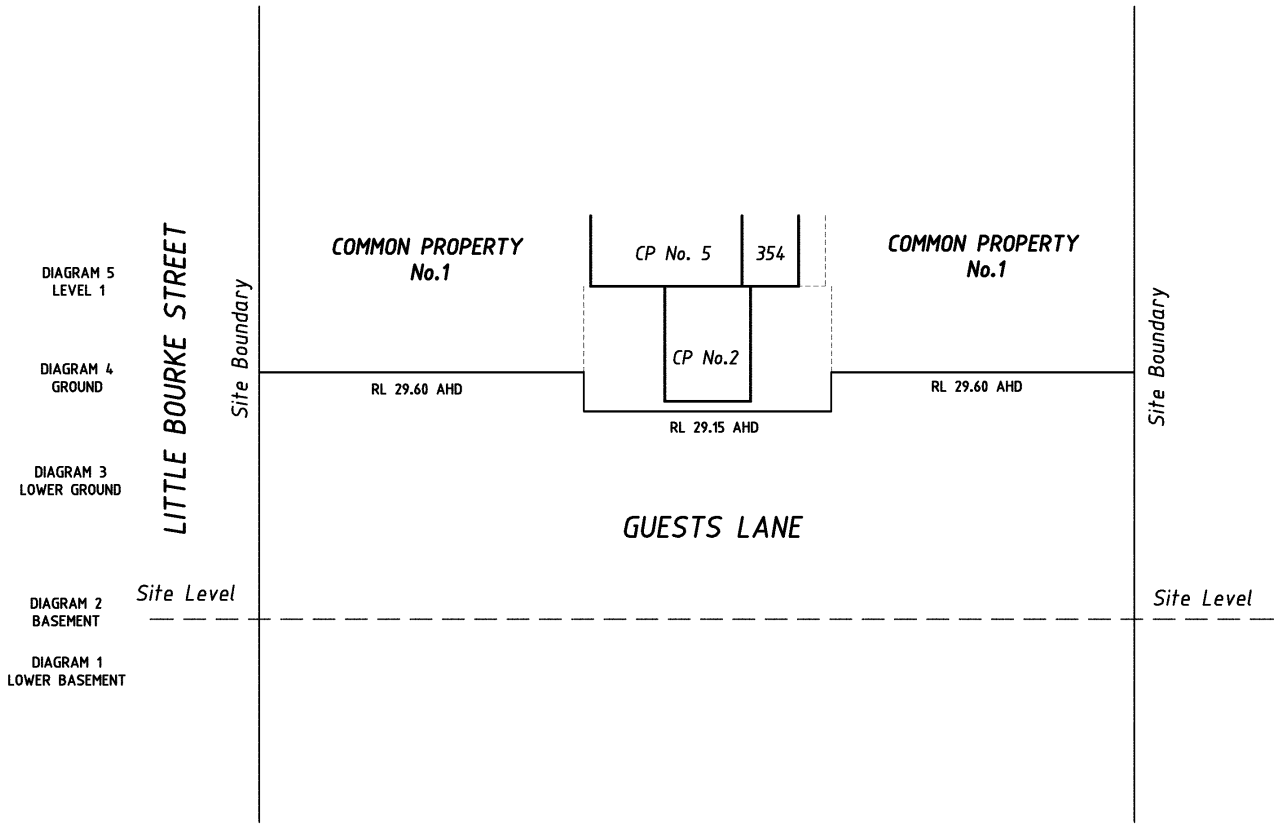
SRW SURVEYORS Pty Ltd 135A MARTIN STREET BRIGHTON 3186 Phone 03 9530 8231 Email: surveyor@srwsurveyors.com.au	ORIGINAL SCALE 1:100 SHEET SIZE A3	SCALE 1 0 1 2 3 4 5 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) STEPHEN R. WATT SIGNATURE..... DATE / / REF.2523Diagram32 VERSION 08	Sheet 32 ..... DATE / / COUNCIL DELEGATE SIGNATURE

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Signed by: Stephen Richmond Watt (SRW Surveyors Pty Ltd) Surveyor's Plan Version (8(15814)) SPEAR Ref: S048740M 15/08/2014, Amended: 24/10/2014.

DIAGRAM 33
Section Y-Y'

Not to Scale

PLAN OF SUBDIVISION	STAGE NO.	LRS use only EDITION	Plan Number PS 648185V



SRW SURVEYORS Pty Ltd 135A Martin Street BRIGHTON 3186 Phone 03 9530 8231 Email: surveyor@srwsurveyors.com.au	ORIGINAL SCALE: N/A SHEET SIZE: A3	SCALE NOT TO SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT)..... STEPHEN R. WATT SIGNATURE..... DATE / / REF.2523-Y-Y' VERSION 08	Sheet 33 ..... DATE / / COUNCIL DELEGATE SIGNATURE

Signed by Council: Melbourne City Council, Council Ref: TP-2014-234, SA-2014-26, Original Certification: 28/08/2014, S.O.C.: 10/09/2014, Amendments accepted: 24/10/2014
Delivered by LANDATA®, timestamp 12/05/2023 16:24 Page 33 of 37
Signed by: Stephen Richmond Watt (SRW Surveyors Pty Ltd) Surveyor's Plan Version (8(15814)) SPEAR Ref: S048740M 15/08/2014, Amended: 24/10/2014.

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Signed by Council: Melbourne City Council, Council Ref: TP-2014-234, SA-2014-26, Original Certification: 28/08/2014, S.O.C.: 10/09/2014, Amendments accepted: 24/10/2014

PLAN OF SUBDIVISION

STAGE NO.

LRS use only

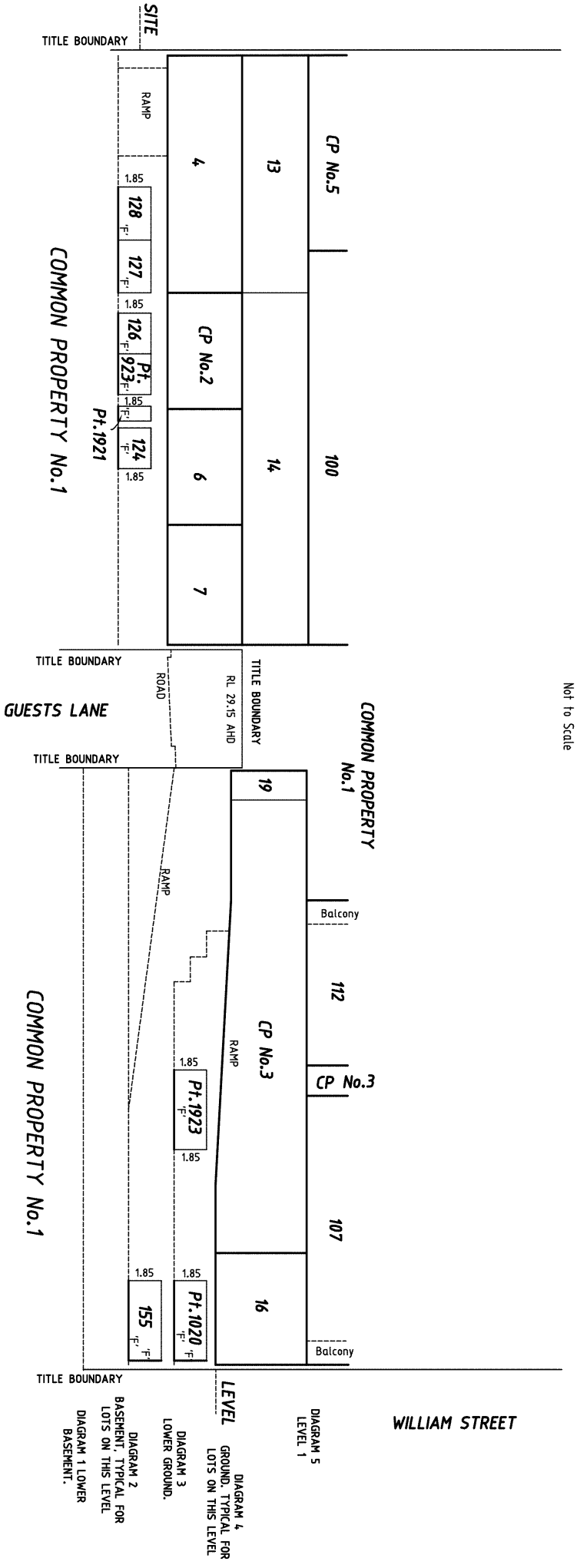
EDITION

Plan Number

PS 648185V

DIAGRAM 34
Section Z-Z'

Not to Scale



SRW SURVEYORS Pty Ltd
135A Martin Street
BRIGHTON 3186
Phone 03 9530 8231
Email: surveyor@srwsurveyors.com.au

ORIGINAL SHEET SIZE A3

SCALE N/A

SCALE NOT TO SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)..... STEPHEN R. WATT.....

SIGNATURE.....

DATE / /

REF 2523 Z-Z'

VERSION 08

Sheet 34

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

Signed by: Stephen Richmond Watt (SRW Surveyors Pty Ltd) Surveyor's Plan Version (8(15814)) SPEAR Ref: S048740M 15/08/2014, Amended: 24/10/2014.

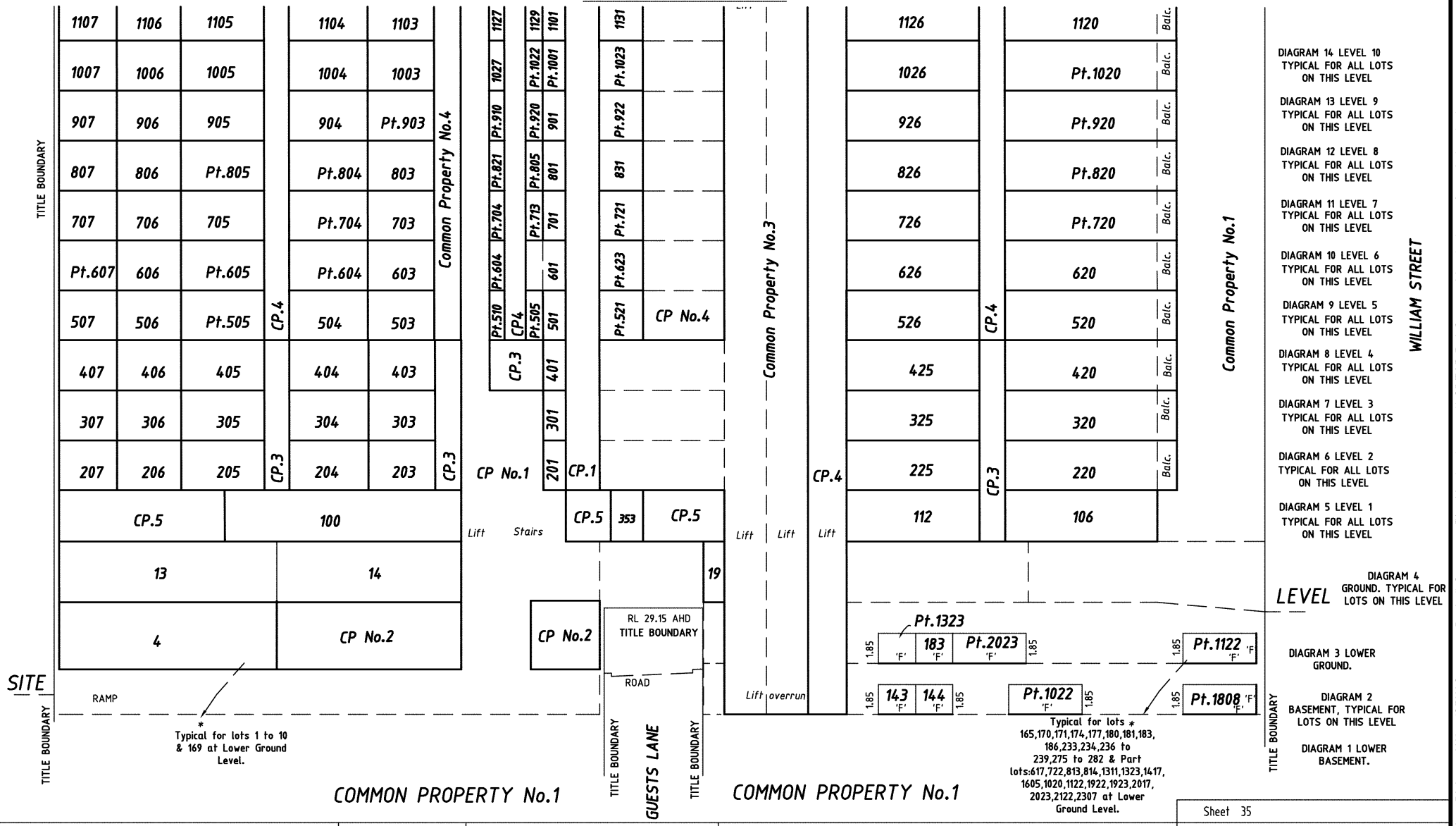
DIAGRAM 35
Section X-X'

Not to Scale

PLAN OF SUBDIVISION

STAGE NO.	LRS use only	Plan Number
	EDITION	PS 648185V

SEE SHEET 36 FOR CONTINUATION



Sheet 35

SRW SURVEYORS Pty Ltd
135A Martin Street
BRIGHTON 3186
Phone 03 9530 8231
Email: surveyor@srwsurveyors.com.au

ORIGINAL	
SCALE	SHEET SIZE
N/A	A3

SCALE
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)..... STEPHEN R. WATT
SIGNATURE..... DATE / /
REF.2523-X-X VERSION 08

..... DATE / /
COUNCIL DELEGATE SIGNATURE

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Signed by: Stephen Richmond Watt (SRW Surveyors Pty Ltd) Surveyor's Plan Version (8(15814)) SPEAR Ref: S048740M 15/08/2014, Amended: 24/10/2014.

DIAGRAM 36
Section X-X'

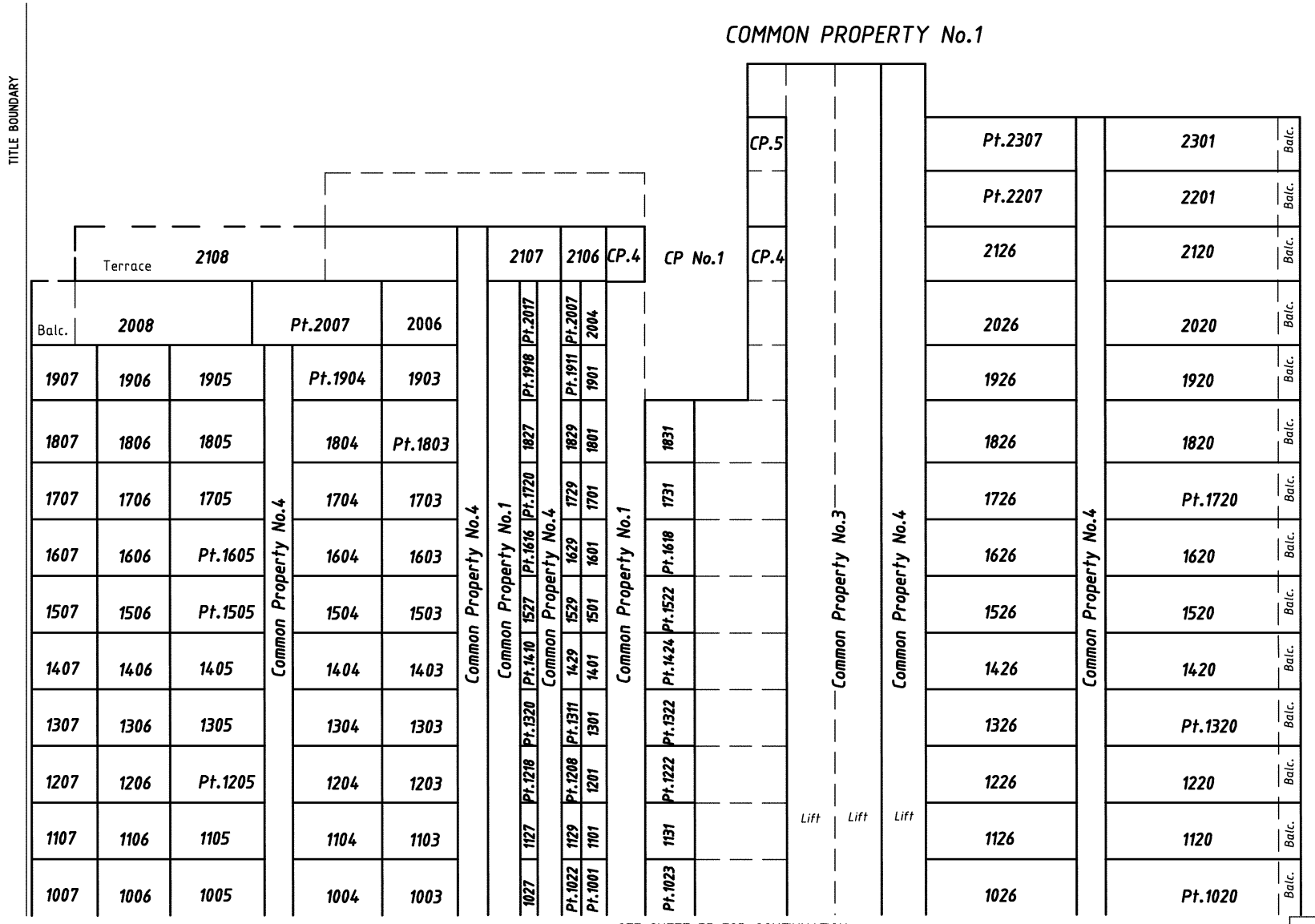
Not to Scale

PLAN OF SUBDIVISION

STAGE NO. /

LRS use only
EDITION

Plan Number
PS 648185V



SEE SHEET 35 FOR CONTINUATION

Sheet 36

SRW SURVEYORS Pty Ltd
135A Martin Street
BRIGHTON 3186
Phone 03 9530 8231
Email: surveyor@srwsurveyors.com.au

ORIGINAL

SCALE	SHEET SIZE
N/A	A3

SCALE
NOT TO SCALE
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)..... STEPHEN R. WATT
SIGNATURE..... DATE / /
REF.2523 X-X' VERSION 08

..... DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by Council: Melbourne City Council, Council Ref: TP-2014-234, SA-2014-26, Original Certification: 28/08/2014, S.O.C.: 10/09/2014, Amendments accepted: 24/10/2014
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Signed by: Stephen Richmond Watt (SRW Surveyors Pty Ltd) Surveyor's Plan Version (8(15814)) SPEAR Ref: S048740M 15/08/2014, Amended: 24/10/2014.

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CITY OF MELBOURNE

Plan of Subdivision PS648185V

Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S048740M
Plan Number: PS648185V
Responsible Authority Name: Melbourne City Council
Responsible Authority Reference Number 1: TP-2014-234
Responsible Authority Reference Number 2: SA-2014-26
Surveyor's Plan Version: 8(15814)

Certification

☑ This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

○ Has been made and the requirement has not been satisfied at Certification

○ Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 10/09/2014)

Digitally signed by Council Delegate:	Leon Wilson
Organisation:	Melbourne City Council
Date:	28/08/2014

Signed by: Leon Kyle Wilson (Melbourne City Council) 28/08/2014

Imaged Document Cover Sheet

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Document Type	**Instrument**
Document Identification	**AL519707V**
Number of Pages (excluding this cover sheet)	**4**
Document Assembled	**09/01/2025 10:18**

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AL519707V

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
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Lodged by

Name: .....

Phone: .....

Address: .....

..... South Astwood P/L

Reference: ..... Code 1557Q

Customer Code: .....

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio)*

Volume 11529 Folio 483

Estate and Interest: *(e.g. "all my estate in fee simple")*

All its estate in fee simple

Consideration:

$560,500.00

Transferor: *(full name)*

HENGYI AUSTRALIA PTY LTD ACN 146 702 687

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

DANNY TAN of Jl. Lauser No.12, Kebayoran Baru, Jakarta Selatan 12120, Indonesia

Directing Party: *(full name)*

Creation and/or Reservation of Easement and/or Restrictive Covenant :

464166938516

31641310A | Order to Register | Duty Use Only

T2

Please register and issue Certificate of Title to

Signed | Customer Code:

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

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[Details continued]

"The transferee, on behalf of the transferee and the transferee's heirs, executors, administrators and transferees, with the intention that the benefit of the covenant shall be annexed to and run at law and in equity with the whole and each part of the Benefit Land and that the burden of this covenant shall be annexed to and run at law and in equity with the Apartment, covenants with the transferor and with the registered proprietor or proprietors for the time being of the Benefit Land and each part of it, that the transferee, and the transferee's heirs, executors, administrators and transferees shall not at any time except if offered to or relating to an agreement with Wyndham Vacation Resorts Asia Pacific Pty Ltd ACN 090 083 613 and any of its related entities, successors or assignees:

(i) use the Apartment, or permit the Apartment to be used, as a serviced apartment or for residential hotel accommodation;

(ii) use the Apartment, or permit the Apartment to be used, in the operation of a serviced apartment scheme, residential hotel, or similar business;

(iii) permit the Apartment to be occupied by any person other than:

(A) the registered proprietor;

(B) a family member of the registered proprietor; or

(C) a bona fide non-commercial guest of the registered proprietor,

for a Restricted Stay; or

(iv) enter into an Occupation Agreement under which one or more people may be granted the right to occupy the Apartment for a Restricted Stay.

In this covenant:

Apartment means the land transferred by this Transfer of Land;

Benefit Land means all of the Lots on the Plan other than the Apartment;

Lots means lots on the Plan;

Occupation Agreement means an arrangement or agreement (including a lease, licence or management agreement) giving any person the right to occupy the Apartment or to allow others to occupy the Apartment;

Plan means Plan of Subdivision PS648185V; and

Restricted Stay means a stay that is scheduled to end less than 2 weeks after it commences, but does not include a period of overholding under a lease that was granted for an initial term of 6 months or more."

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AL519707V

Annexure Page

Transfer of Land Act 1958

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This is page 3 of *Approved Form T2* dated 20/11/2014
between Hengyi Australia Pty Ltd ACN 146 702 687 Danny Tan

Signatures of the Parties

.....	.....
Hengyi Australia Pty Ltd	Danny Tan

Panel Heading

Dated:

Execution and attestation:

Executed by HENGYI AUSTRALIA PTY LTD ACN 146 702 687 by being signed by those persons who are authorised to sign for the company:)

.....
Director

.....
Full name (please print)

Wenjie Wang
under power of attorney
dated 29 October 2014
in the presence of:

.....
Usual residential address

.....
~~Director~~ Witness

.....
Full name (please print)

Brihony Boan
K&L Gates
525 Collins Street, Melbourne
An Australian Legal Practitioner
(within the meaning of the Legal Profession Act 2004)

.....
Usual residential address

31641110A

A1

Page 3 of 4

1. If there is insufficient space to accommodate the required information in a panel of the attached Form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached Form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

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Annexure Page

Transfer of Land Act 1958

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This is page 4 of *Approved Form T2* dated 20/11/14
between Hengyi Australia Pty Ltd ACN 146 702 687 Danny Tan

Signatures of the Parties

Hengyi Australia Pty Ltd ..... Danny Tan .....

Panel Heading

Signed by DANNY TAN in the presence of:)
)

Witness: ..... Juliwafi

..... DANNY TAN

31641110A

A1

Page 4 of 4

1. If there is insufficient space to accommodate the required information in a panel of the attached Form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached Form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS648185V

The land in PS648185V is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 5, Lots 1 - 16, 19, 100 - 107, 109 - 112, 124, 126 - 128, 137, 143, 144, 148, 149, 151, 154, 155, 159 - 161, 165, 169 - 171, 174, 177, 180, 181, 183, 186, 201 - 234, 236 - 239, 245, 255 - 265, 267, 269, 270, 275 - 282, 301 - 325, 353 - 357, 401 - 425, 501 - 526, 601 - 626, 701 - 726, 728, 801 - 826, 830, 831, 901 - 926, 1001 - 1028, 1101 - 1129, 1131, 1201 - 1226, 1228, 1233, 1301 - 1326, 1328, 1330, 1401 - 1426, 1428, 1429, 1433, 1501 - 1530, 1532, 1533, 1601 - 1626, 1629, 1701 - 1726, 1728, 1729, 1731 - 1733, 1801 - 1833, 1901 - 1926, 2004 - 2013, 2015 - 2017, 2019 - 2026, 2106 - 2111, 2115 - 2126, 2201 - 2207, 2209, 2301 - 2307, 2309.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108

AV402863V 11/03/2022

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. OC023601T 28/10/2014

Additional Owners Corporation Information:

OC023596H 28/10/2014

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

Entitlement and Liability:

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

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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Common Property 5	0	0
Lot 1	63	63
Lot 2	84	84
Lot 3	88	88
Lot 4	251	251
Lot 5	54	54
Lot 6	68	68
Lot 7	76	76
Lot 8	20	20
Lot 9	26	26
Lot 10	103	103
Lot 11	270	270
Lot 12	280	280
Lot 13	246	246
Lot 14	301	301
Lot 15	379	379
Lot 16	334	334
Lot 19	125	125
Lot 100	265	265
Lot 101	72	72
Lot 102	66	66
Lot 103	84	84
Lot 104	73	73
Lot 105	75	75
Lot 106	55	55
Lot 107	154	154
Lot 109	78	78
Lot 110	55	55

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 111	65	65
Lot 112	74	74
Lot 124	26	26
Lot 126	26	26
Lot 127	26	26
Lot 128	26	26
Lot 137	26	26
Lot 143	13	13
Lot 144	13	13
Lot 148	13	13
Lot 149	13	13
Lot 151	3	3
Lot 154	3	3
Lot 155	13	13
Lot 159	13	13
Lot 160	13	13
Lot 161	14	14
Lot 165	3	3
Lot 169	16	16
Lot 170	13	13
Lot 171	13	13
Lot 174	3	3
Lot 177	3	3
Lot 180	13	13
Lot 181	3	3
Lot 183	13	13
Lot 186	26	26
Lot 201	66	66
Lot 202	63	63

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 203	76	76
Lot 204	85	85
Lot 205	85	85
Lot 206	66	66
Lot 207	60	60
Lot 208	55	55
Lot 209	65	65
Lot 210	84	84
Lot 211	84	84
Lot 212	72	72
Lot 213	54	54
Lot 214	74	74
Lot 215	72	72
Lot 216	69	69
Lot 217	67	67
Lot 218	58	58
Lot 219	68	68
Lot 220	63	63
Lot 221	131	131
Lot 222	61	61
Lot 223	55	55
Lot 224	66	66
Lot 225	74	74
Lot 226	3	3
Lot 227	3	3
Lot 228	3	3
Lot 229	3	3
Lot 230	3	3
Lot 231	3	3

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 232	3	3
Lot 233	3	3
Lot 234	3	3
Lot 236	3	3
Lot 237	3	3
Lot 238	3	3
Lot 239	3	3
Lot 245	1	1
Lot 255	1	1
Lot 256	1	1
Lot 257	1	1
Lot 258	1	1
Lot 259	1	1
Lot 260	1	1
Lot 261	1	1
Lot 262	1	1
Lot 263	1	1
Lot 264	1	1
Lot 265	1	1
Lot 267	1	1
Lot 269	1	1
Lot 270	1	1
Lot 275	1	1
Lot 276	1	1
Lot 277	1	1
Lot 278	1	1
Lot 279	1	1
Lot 280	1	1
Lot 281	1	1

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VICTORIA State Government

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 282	1	1
Lot 301	66	66
Lot 302	63	63
Lot 303	76	76
Lot 304	85	85
Lot 305	85	85
Lot 306	66	66
Lot 307	60	60
Lot 308	55	55
Lot 309	65	65
Lot 310	84	84
Lot 311	84	84
Lot 312	72	72
Lot 313	54	54
Lot 314	74	74
Lot 315	72	72
Lot 316	69	69
Lot 317	67	67
Lot 318	58	58
Lot 319	68	68
Lot 320	63	63
Lot 321	134	134
Lot 322	63	63
Lot 323	55	55
Lot 324	66	66
Lot 325	74	74
Lot 353	5	5
Lot 354	10	10
Lot 355	6	6

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 356	6	6
Lot 357	6	6
Lot 401	66	66
Lot 402	63	63
Lot 403	76	76
Lot 404	85	85
Lot 405	85	85
Lot 406	66	66
Lot 407	60	60
Lot 408	55	55
Lot 409	65	65
Lot 410	84	84
Lot 411	84	84
Lot 412	72	72
Lot 413	54	54
Lot 414	74	74
Lot 415	72	72
Lot 416	69	69
Lot 417	66	66
Lot 418	58	58
Lot 419	68	68
Lot 420	62	62
Lot 421	137	137
Lot 422	64	64
Lot 423	55	55
Lot 424	66	66
Lot 425	74	74
Lot 501	64	64
Lot 502	65	65

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 503	76	76
Lot 504	78	78
Lot 505	89	89
Lot 506	66	66
Lot 507	60	60
Lot 508	54	54
Lot 509	65	65
Lot 510	87	87
Lot 511	86	86
Lot 512	71	71
Lot 513	56	56
Lot 514	70	70
Lot 515	74	74
Lot 516	68	68
Lot 517	66	66
Lot 518	57	57
Lot 519	69	69
Lot 520	61	61
Lot 521	67	67
Lot 522	70	70
Lot 523	68	68
Lot 524	52	52
Lot 525	66	66
Lot 526	75	75
Lot 601	68	68
Lot 602	65	65
Lot 603	76	76
Lot 604	82	82
Lot 605	88	88

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 606	66	66
Lot 607	64	64
Lot 608	54	54
Lot 609	65	65
Lot 610	83	83
Lot 611	83	83
Lot 612	71	71
Lot 613	56	56
Lot 614	69	69
Lot 615	74	74
Lot 616	64	64
Lot 617	79	79
Lot 618	57	57
Lot 619	69	69
Lot 620	62	62
Lot 621	65	65
Lot 622	75	75
Lot 623	84	84
Lot 624	52	52
Lot 625	67	67
Lot 626	75	75
Lot 701	64	64
Lot 702	65	65
Lot 703	76	76
Lot 704	82	82
Lot 705	85	85
Lot 706	66	66
Lot 707	60	60
Lot 708	54	54

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 709	65	65
Lot 710	83	83
Lot 711	83	83
Lot 712	71	71
Lot 713	60	60
Lot 714	72	72
Lot 715	74	74
Lot 716	64	64
Lot 717	63	63
Lot 718	57	57
Lot 719	69	69
Lot 720	66	66
Lot 721	83	83
Lot 722	102	102
Lot 723	67	67
Lot 724	52	52
Lot 725	66	66
Lot 726	76	76
Lot 728	3	3
Lot 801	64	64
Lot 802	65	65
Lot 803	76	76
Lot 804	94	94
Lot 805	102	102
Lot 806	66	66
Lot 807	60	60
Lot 808	54	54
Lot 809	65	65
Lot 810	83	83

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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VICTORIA State Government

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/01/2023 03:05:49 PM

OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 811	83	83
Lot 812	71	71
Lot 813	72	72
Lot 814	82	82
Lot 815	74	74
Lot 816	64	64
Lot 817	63	63
Lot 818	57	57
Lot 819	69	69
Lot 820	65	65
Lot 821	84	84
Lot 822	73	73
Lot 823	68	68
Lot 824	52	52
Lot 825	66	66
Lot 826	76	76
Lot 830	4	4
Lot 831	4	4
Lot 901	64	64
Lot 902	65	65
Lot 903	77	77
Lot 904	78	78
Lot 905	85	85
Lot 906	66	66
Lot 907	60	60
Lot 908	54	54
Lot 909	65	65
Lot 910	100	100
Lot 911	83	83

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 912	71	71
Lot 913	72	72
Lot 914	69	69
Lot 915	74	74
Lot 916	64	64
Lot 917	63	63
Lot 918	73	73
Lot 919	69	69
Lot 920	66	66
Lot 921	72	72
Lot 922	91	91
Lot 923	85	85
Lot 924	65	65
Lot 925	66	66
Lot 926	76	76
Lot 1001	67	67
Lot 1002	65	65
Lot 1003	76	76
Lot 1004	78	78
Lot 1005	85	85
Lot 1006	66	66
Lot 1007	60	60
Lot 1008	54	54
Lot 1009	65	65
Lot 1010	87	87
Lot 1011	83	83
Lot 1012	71	71
Lot 1013	56	56
Lot 1014	69	69

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1015	74	74
Lot 1016	67	67
Lot 1017	63	63
Lot 1018	57	57
Lot 1019	69	69
Lot 1020	75	75
Lot 1021	68	68
Lot 1022	92	92
Lot 1023	86	86
Lot 1024	52	52
Lot 1025	66	66
Lot 1026	76	76
Lot 1027	4	4
Lot 1028	3	3
Lot 1101	64	64
Lot 1102	65	65
Lot 1103	76	76
Lot 1104	78	78
Lot 1105	85	85
Lot 1106	66	66
Lot 1107	60	60
Lot 1108	54	54
Lot 1109	65	65
Lot 1110	83	83
Lot 1111	83	83
Lot 1112	71	71
Lot 1113	56	56
Lot 1114	69	69
Lot 1115	74	74

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1116	64	64
Lot 1117	63	63
Lot 1118	60	60
Lot 1119	82	82
Lot 1120	62	62
Lot 1121	72	72
Lot 1122	93	93
Lot 1123	83	83
Lot 1124	52	52
Lot 1125	66	66
Lot 1126	76	76
Lot 1127	4	4
Lot 1128	3	3
Lot 1129	4	4
Lot 1131	4	4
Lot 1201	64	64
Lot 1202	65	65
Lot 1203	76	76
Lot 1204	78	78
Lot 1205	98	98
Lot 1206	66	66
Lot 1207	60	60
Lot 1208	58	58
Lot 1209	65	65
Lot 1210	86	86
Lot 1211	83	83
Lot 1212	71	71
Lot 1213	56	56
Lot 1214	69	69

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1215	74	74
Lot 1216	64	64
Lot 1217	63	63
Lot 1218	61	61
Lot 1219	69	69
Lot 1220	62	62
Lot 1221	87	87
Lot 1222	93	93
Lot 1223	71	71
Lot 1224	52	52
Lot 1225	66	66
Lot 1226	76	76
Lot 1228	3	3
Lot 1233	3	3
Lot 1301	64	64
Lot 1302	65	65
Lot 1303	76	76
Lot 1304	78	78
Lot 1305	85	85
Lot 1306	66	66
Lot 1307	60	60
Lot 1308	54	54
Lot 1309	65	65
Lot 1310	83	83
Lot 1311	100	100
Lot 1312	71	71
Lot 1313	56	56
Lot 1314	69	69
Lot 1315	74	74

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1316	64	64
Lot 1317	63	63
Lot 1318	57	57
Lot 1319	69	69
Lot 1320	79	79
Lot 1321	86	86
Lot 1322	94	94
Lot 1323	88	88
Lot 1324	52	52
Lot 1325	66	66
Lot 1326	76	76
Lot 1328	3	3
Lot 1330	4	4
Lot 1401	64	64
Lot 1402	65	65
Lot 1403	76	76
Lot 1404	78	78
Lot 1405	85	85
Lot 1406	66	66
Lot 1407	60	60
Lot 1408	54	54
Lot 1409	65	65
Lot 1410	100	100
Lot 1411	83	83
Lot 1412	71	71
Lot 1413	56	56
Lot 1414	69	69
Lot 1415	74	74
Lot 1416	64	64

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Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1417	64	64
Lot 1418	61	61
Lot 1419	69	69
Lot 1420	62	62
Lot 1421	74	74
Lot 1422	91	91
Lot 1423	72	72
Lot 1424	56	56
Lot 1425	66	66
Lot 1426	76	76
Lot 1428	3	3
Lot 1429	4	4
Lot 1433	3	3
Lot 1501	64	64
Lot 1502	64	64
Lot 1503	76	76
Lot 1504	78	78
Lot 1505	86	86
Lot 1506	66	66
Lot 1507	60	60
Lot 1508	54	54
Lot 1509	65	65
Lot 1510	83	83
Lot 1511	83	83
Lot 1512	71	71
Lot 1513	56	56
Lot 1514	69	69
Lot 1515	74	74
Lot 1516	64	64

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1517	63	63
Lot 1518	57	57
Lot 1519	69	69
Lot 1520	62	62
Lot 1521	72	72
Lot 1522	95	95
Lot 1523	73	73
Lot 1524	52	52
Lot 1525	66	66
Lot 1526	76	76
Lot 1527	4	4
Lot 1528	3	3
Lot 1529	4	4
Lot 1530	4	4
Lot 1532	3	3
Lot 1533	3	3
Lot 1601	64	64
Lot 1602	65	65
Lot 1603	76	76
Lot 1604	78	78
Lot 1605	114	114
Lot 1606	66	66
Lot 1607	60	60
Lot 1608	54	54
Lot 1609	65	65
Lot 1610	83	83
Lot 1611	83	83
Lot 1612	71	71
Lot 1613	56	56

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1614	69	69
Lot 1615	74	74
Lot 1616	68	68
Lot 1617	63	63
Lot 1618	61	61
Lot 1619	69	69
Lot 1620	62	62
Lot 1621	89	89
Lot 1622	95	95
Lot 1623	77	77
Lot 1624	52	52
Lot 1625	66	66
Lot 1626	76	76
Lot 1629	4	4
Lot 1701	64	64
Lot 1702	65	65
Lot 1703	76	76
Lot 1704	78	78
Lot 1705	85	85
Lot 1706	66	66
Lot 1707	60	60
Lot 1708	54	54
Lot 1709	65	65
Lot 1710	83	83
Lot 1711	87	87
Lot 1712	71	71
Lot 1713	56	56
Lot 1714	70	70
Lot 1715	74	74

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1716	64	64
Lot 1717	63	63
Lot 1718	57	57
Lot 1719	69	69
Lot 1720	66	66
Lot 1721	74	74
Lot 1722	80	80
Lot 1723	74	74
Lot 1724	52	52
Lot 1725	66	66
Lot 1726	76	76
Lot 1728	3	3
Lot 1729	4	4
Lot 1731	4	4
Lot 1732	3	3
Lot 1733	3	3
Lot 1801	64	64
Lot 1802	65	65
Lot 1803	77	77
Lot 1804	78	78
Lot 1805	85	85
Lot 1806	66	66
Lot 1807	60	60
Lot 1808	67	67
Lot 1809	65	65
Lot 1810	83	83
Lot 1811	83	83
Lot 1812	71	71
Lot 1813	56	56

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Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1814	69	69
Lot 1815	74	74
Lot 1816	64	64
Lot 1817	63	63
Lot 1818	57	57
Lot 1819	82	82
Lot 1820	62	62
Lot 1821	74	74
Lot 1822	81	81
Lot 1823	74	74
Lot 1824	52	52
Lot 1825	66	66
Lot 1826	76	76
Lot 1827	4	4
Lot 1828	3	3
Lot 1829	4	4
Lot 1830	4	4
Lot 1831	4	4
Lot 1832	3	3
Lot 1833	3	3
Lot 1901	64	64
Lot 1902	65	65
Lot 1903	76	76
Lot 1904	80	80
Lot 1905	85	85
Lot 1906	66	66
Lot 1907	60	60
Lot 1908	54	54
Lot 1909	65	65

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1910	83	83
Lot 1911	103	103
Lot 1912	71	71
Lot 1913	56	56
Lot 1914	71	71
Lot 1915	74	74
Lot 1916	64	64
Lot 1917	63	63
Lot 1918	74	74
Lot 1919	70	70
Lot 1920	62	62
Lot 1921	93	93
Lot 1922	94	94
Lot 1923	88	88
Lot 1924	52	52
Lot 1925	66	66
Lot 1926	76	76
Lot 2004	64	64
Lot 2005	65	65
Lot 2006	76	76
Lot 2007	118	118
Lot 2008	194	194
Lot 2009	180	180
Lot 2010	119	119
Lot 2011	73	73
Lot 2012	56	56
Lot 2013	73	73
Lot 2015	74	74
Lot 2016	64	64

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2017	153	153
Lot 2019	69	69
Lot 2020	62	62
Lot 2021	76	76
Lot 2022	95	95
Lot 2023	89	89
Lot 2024	52	52
Lot 2025	66	66
Lot 2026	76	76
Lot 2106	70	70
Lot 2107	78	78
Lot 2108	305	305
Lot 2109	313	313
Lot 2110	56	56
Lot 2111	73	73
Lot 2115	74	74
Lot 2116	64	64
Lot 2117	67	67
Lot 2118	58	58
Lot 2119	68	68
Lot 2120	63	63
Lot 2121	90	90
Lot 2122	98	98
Lot 2123	77	77
Lot 2124	54	54
Lot 2125	65	65
Lot 2126	74	74
Lot 2201	62	62
Lot 2202	91	91

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2203	84	84
Lot 2204	92	92
Lot 2205	53	53
Lot 2206	66	66
Lot 2207	90	90
Lot 2209	2	2
Lot 2301	62	62
Lot 2302	93	93
Lot 2303	87	87
Lot 2304	78	78
Lot 2305	53	53
Lot 2306	66	66
Lot 2307	76	76
Lot 2309	2	2
Total	**41918.00**	**41918.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS648185V

The land in PS648185V is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 4, Lots 501 - 526, 601 - 626, 701 - 726, 728, 801 - 826, 830, 831, 901 - 926, 1001 - 1028, 1101 - 1129, 1131, 1201 - 1226, 1228, 1233, 1301 - 1326, 1328, 1330, 1401 - 1426, 1428, 1429, 1433, 1501 - 1530, 1532, 1533, 1601 - 1626, 1629, 1701 - 1726, 1728, 1729, 1731 - 1733, 1801 - 1833, 1901 - 1926, 2004 - 2013, 2015 - 2017, 2019 - 2026, 2106 - 2111, 2115 - 2126, 2201 - 2207, 2209, 2301 - 2307, 2309.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108

AV402863V 11/03/2022

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. OC023604M 28/10/2014

Additional Owners Corporation Information:

OC023599B 28/10/2014

Notations:

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

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 501	64	64
Lot 502	65	65
Lot 503	76	76
Lot 504	78	78

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 505	89	89
Lot 506	66	66
Lot 507	60	60
Lot 508	54	54
Lot 509	65	65
Lot 510	87	87
Lot 511	86	86
Lot 512	71	71
Lot 513	56	56
Lot 514	70	70
Lot 515	74	74
Lot 516	68	68
Lot 517	66	66
Lot 518	57	57
Lot 519	69	69
Lot 520	61	61
Lot 521	67	67
Lot 522	70	70
Lot 523	68	68
Lot 524	52	52
Lot 525	66	66
Lot 526	75	75
Lot 601	68	68
Lot 602	65	65
Lot 603	76	76
Lot 604	82	82
Lot 605	88	88
Lot 606	66	66
Lot 607	64	64

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 608	54	54
Lot 609	65	65
Lot 610	83	83
Lot 611	83	83
Lot 612	71	71
Lot 613	56	56
Lot 614	69	69
Lot 615	74	74
Lot 616	64	64
Lot 617	79	79
Lot 618	57	57
Lot 619	69	69
Lot 620	62	62
Lot 621	65	65
Lot 622	75	75
Lot 623	84	84
Lot 624	52	52
Lot 625	67	67
Lot 626	75	75
Lot 701	64	64
Lot 702	65	65
Lot 703	76	76
Lot 704	82	82
Lot 705	85	85
Lot 706	66	66
Lot 707	60	60
Lot 708	54	54
Lot 709	65	65
Lot 710	83	83

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 711	83	83
Lot 712	71	71
Lot 713	60	60
Lot 714	72	72
Lot 715	74	74
Lot 716	64	64
Lot 717	63	63
Lot 718	57	57
Lot 719	69	69
Lot 720	66	66
Lot 721	83	83
Lot 722	102	102
Lot 723	67	67
Lot 724	52	52
Lot 725	66	66
Lot 726	76	76
Lot 728	3	3
Lot 801	64	64
Lot 802	65	65
Lot 803	76	76
Lot 804	94	94
Lot 805	102	102
Lot 806	66	66
Lot 807	60	60
Lot 808	54	54
Lot 809	65	65
Lot 810	83	83
Lot 811	83	83
Lot 812	71	71

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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ABN 86 627 986 396

Owners Corporation Search Report

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 813	72	72
Lot 814	82	82
Lot 815	74	74
Lot 816	64	64
Lot 817	63	63
Lot 818	57	57
Lot 819	69	69
Lot 820	65	65
Lot 821	84	84
Lot 822	73	73
Lot 823	68	68
Lot 824	52	52
Lot 825	66	66
Lot 826	76	76
Lot 830	4	4
Lot 831	4	4
Lot 901	64	64
Lot 902	65	65
Lot 903	77	77
Lot 904	78	78
Lot 905	85	85
Lot 906	66	66
Lot 907	60	60
Lot 908	54	54
Lot 909	65	65
Lot 910	100	100
Lot 911	83	83
Lot 912	71	71
Lot 913	72	72

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 914	69	69
Lot 915	74	74
Lot 916	64	64
Lot 917	63	63
Lot 918	73	73
Lot 919	69	69
Lot 920	66	66
Lot 921	72	72
Lot 922	91	91
Lot 923	85	85
Lot 924	65	65
Lot 925	66	66
Lot 926	76	76
Lot 1001	67	67
Lot 1002	65	65
Lot 1003	76	76
Lot 1004	78	78
Lot 1005	85	85
Lot 1006	66	66
Lot 1007	60	60
Lot 1008	54	54
Lot 1009	65	65
Lot 1010	87	87
Lot 1011	83	83
Lot 1012	71	71
Lot 1013	56	56
Lot 1014	69	69
Lot 1015	74	74
Lot 1016	67	67

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1017	63	63
Lot 1018	57	57
Lot 1019	69	69
Lot 1020	75	75
Lot 1021	68	68
Lot 1022	92	92
Lot 1023	86	86
Lot 1024	52	52
Lot 1025	66	66
Lot 1026	76	76
Lot 1027	4	4
Lot 1028	3	3
Lot 1101	64	64
Lot 1102	65	65
Lot 1103	76	76
Lot 1104	78	78
Lot 1105	85	85
Lot 1106	66	66
Lot 1107	60	60
Lot 1108	54	54
Lot 1109	65	65
Lot 1110	83	83
Lot 1111	83	83
Lot 1112	71	71
Lot 1113	56	56
Lot 1114	69	69
Lot 1115	74	74
Lot 1116	64	64
Lot 1117	63	63

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1118	60	60
Lot 1119	82	82
Lot 1120	62	62
Lot 1121	72	72
Lot 1122	93	93
Lot 1123	83	83
Lot 1124	52	52
Lot 1125	66	66
Lot 1126	76	76
Lot 1127	4	4
Lot 1128	3	3
Lot 1129	4	4
Lot 1131	4	4
Lot 1201	64	64
Lot 1202	65	65
Lot 1203	76	76
Lot 1204	78	78
Lot 1205	98	98
Lot 1206	66	66
Lot 1207	60	60
Lot 1208	58	58
Lot 1209	65	65
Lot 1210	86	86
Lot 1211	83	83
Lot 1212	71	71
Lot 1213	56	56
Lot 1214	69	69
Lot 1215	74	74
Lot 1216	64	64

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1217	63	63
Lot 1218	61	61
Lot 1219	69	69
Lot 1220	62	62
Lot 1221	87	87
Lot 1222	93	93
Lot 1223	71	71
Lot 1224	52	52
Lot 1225	66	66
Lot 1226	76	76
Lot 1228	3	3
Lot 1233	3	3
Lot 1301	64	64
Lot 1302	65	65
Lot 1303	76	76
Lot 1304	78	78
Lot 1305	85	85
Lot 1306	66	66
Lot 1307	60	60
Lot 1308	54	54
Lot 1309	65	65
Lot 1310	83	83
Lot 1311	100	100
Lot 1312	71	71
Lot 1313	56	56
Lot 1314	69	69
Lot 1315	74	74
Lot 1316	64	64
Lot 1317	63	63

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1318	57	57
Lot 1319	69	69
Lot 1320	79	79
Lot 1321	86	86
Lot 1322	94	94
Lot 1323	88	88
Lot 1324	52	52
Lot 1325	66	66
Lot 1326	76	76
Lot 1328	3	3
Lot 1330	4	4
Lot 1401	64	64
Lot 1402	65	65
Lot 1403	76	76
Lot 1404	78	78
Lot 1405	85	85
Lot 1406	66	66
Lot 1407	60	60
Lot 1408	54	54
Lot 1409	65	65
Lot 1410	100	100
Lot 1411	83	83
Lot 1412	71	71
Lot 1413	56	56
Lot 1414	69	69
Lot 1415	74	74
Lot 1416	64	64
Lot 1417	64	64
Lot 1418	61	61

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1419	69	69
Lot 1420	62	62
Lot 1421	74	74
Lot 1422	91	91
Lot 1423	72	72
Lot 1424	56	56
Lot 1425	66	66
Lot 1426	76	76
Lot 1428	3	3
Lot 1429	4	4
Lot 1433	3	3
Lot 1501	64	64
Lot 1502	64	64
Lot 1503	76	76
Lot 1504	78	78
Lot 1505	86	86
Lot 1506	66	66
Lot 1507	60	60
Lot 1508	54	54
Lot 1509	65	65
Lot 1510	83	83
Lot 1511	83	83
Lot 1512	71	71
Lot 1513	56	56
Lot 1514	69	69
Lot 1515	74	74
Lot 1516	64	64
Lot 1517	63	63
Lot 1518	57	57

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1519	69	69
Lot 1520	62	62
Lot 1521	72	72
Lot 1522	95	95
Lot 1523	73	73
Lot 1524	52	52
Lot 1525	66	66
Lot 1526	76	76
Lot 1527	4	4
Lot 1528	3	3
Lot 1529	4	4
Lot 1530	4	4
Lot 1532	3	3
Lot 1533	3	3
Lot 1601	64	64
Lot 1602	65	65
Lot 1603	76	76
Lot 1604	78	78
Lot 1605	114	114
Lot 1606	66	66
Lot 1607	60	60
Lot 1608	54	54
Lot 1609	65	65
Lot 1610	83	83
Lot 1611	83	83
Lot 1612	71	71
Lot 1613	56	56
Lot 1614	69	69
Lot 1615	74	74

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1616	68	68
Lot 1617	63	63
Lot 1618	61	61
Lot 1619	69	69
Lot 1620	62	62
Lot 1621	89	89
Lot 1622	95	95
Lot 1623	77	77
Lot 1624	52	52
Lot 1625	66	66
Lot 1626	76	76
Lot 1629	4	4
Lot 1701	64	64
Lot 1702	65	65
Lot 1703	76	76
Lot 1704	78	78
Lot 1705	85	85
Lot 1706	66	66
Lot 1707	60	60
Lot 1708	54	54
Lot 1709	65	65
Lot 1710	83	83
Lot 1711	87	87
Lot 1712	71	71
Lot 1713	56	56
Lot 1714	70	70
Lot 1715	74	74
Lot 1716	64	64
Lot 1717	63	63

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1718	57	57
Lot 1719	69	69
Lot 1720	66	66
Lot 1721	74	74
Lot 1722	80	80
Lot 1723	74	74
Lot 1724	52	52
Lot 1725	66	66
Lot 1726	76	76
Lot 1728	3	3
Lot 1729	4	4
Lot 1731	4	4
Lot 1732	3	3
Lot 1733	3	3
Lot 1801	64	64
Lot 1802	65	65
Lot 1803	77	77
Lot 1804	78	78
Lot 1805	85	85
Lot 1806	66	66
Lot 1807	60	60
Lot 1808	67	67
Lot 1809	65	65
Lot 1810	83	83
Lot 1811	83	83
Lot 1812	71	71
Lot 1813	56	56
Lot 1814	69	69
Lot 1815	74	74

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1816	64	64
Lot 1817	63	63
Lot 1818	57	57
Lot 1819	82	82
Lot 1820	62	62
Lot 1821	74	74
Lot 1822	81	81
Lot 1823	74	74
Lot 1824	52	52
Lot 1825	66	66
Lot 1826	76	76
Lot 1827	4	4
Lot 1828	3	3
Lot 1829	4	4
Lot 1830	4	4
Lot 1831	4	4
Lot 1832	3	3
Lot 1833	3	3
Lot 1901	64	64
Lot 1902	65	65
Lot 1903	76	76
Lot 1904	80	80
Lot 1905	85	85
Lot 1906	66	66
Lot 1907	60	60
Lot 1908	54	54
Lot 1909	65	65
Lot 1910	83	83
Lot 1911	103	103

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1912	71	71
Lot 1913	56	56
Lot 1914	71	71
Lot 1915	74	74
Lot 1916	64	64
Lot 1917	63	63
Lot 1918	74	74
Lot 1919	70	70
Lot 1920	62	62
Lot 1921	93	93
Lot 1922	94	94
Lot 1923	88	88
Lot 1924	52	52
Lot 1925	66	66
Lot 1926	76	76
Lot 2004	64	64
Lot 2005	65	65
Lot 2006	76	76
Lot 2007	118	118
Lot 2008	194	194
Lot 2009	180	180
Lot 2010	119	119
Lot 2011	73	73
Lot 2012	56	56
Lot 2013	73	73
Lot 2015	74	74
Lot 2016	64	64
Lot 2017	153	153
Lot 2019	69	69

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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2020	62	62
Lot 2021	76	76
Lot 2022	95	95
Lot 2023	89	89
Lot 2024	52	52
Lot 2025	66	66
Lot 2026	76	76
Lot 2106	70	70
Lot 2107	78	78
Lot 2108	305	305
Lot 2109	313	313
Lot 2110	56	56
Lot 2111	73	73
Lot 2115	74	74
Lot 2116	64	64
Lot 2117	67	67
Lot 2118	58	58
Lot 2119	68	68
Lot 2120	63	63
Lot 2121	90	90
Lot 2122	98	98
Lot 2123	77	77
Lot 2124	54	54
Lot 2125	65	65
Lot 2126	74	74
Lot 2201	62	62
Lot 2202	91	91
Lot 2203	84	84
Lot 2204	92	92

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 4
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2205	53	53
Lot 2206	66	66
Lot 2207	90	90
Lot 2209	2	2
Lot 2301	62	62
Lot 2302	93	93
Lot 2303	87	87
Lot 2304	78	78
Lot 2305	53	53
Lot 2306	66	66
Lot 2307	76	76
Lot 2309	2	2
Total	**32261.00**	**32261.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 5
PLAN NO. PS648185V

The land in PS648185V is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 5, Lots 19, 100 - 107, 109 - 112, 201 - 225, 301 - 325, 353 - 357, 401 - 425, 501 - 526, 601 - 626, 701 - 726, 728, 801 - 826, 830, 831, 901 - 926, 1001 - 1028, 1101 - 1129, 1131, 1201 - 1226, 1228, 1233, 1301 - 1326, 1328, 1330, 1401 - 1426, 1428, 1429, 1433, 1501 - 1530, 1532, 1533, 1601 - 1626, 1629, 1701 - 1726, 1728, 1729, 1731 - 1733, 1801 - 1833, 1901 - 1926, 2004 - 2013, 2015 - 2017, 2019 - 2026, 2106 - 2111, 2115 - 2126, 2201 - 2207, 2209, 2301 - 2307, 2309.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 3 857-859 DONCASTER ROAD DONCASTER VIC 3108

AV402863V 11/03/2022

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. OC023605K 28/10/2014

Additional Owners Corporation Information:

OC023600V 28/10/2014

Notations:

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

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 5	0	0
Lot 19	125	125
Lot 100	265	265
Lot 101	72	72
Lot 102	66	66

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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 103	84	84
Lot 104	73	73
Lot 105	75	75
Lot 106	55	55
Lot 107	154	154
Lot 109	78	78
Lot 110	55	55
Lot 111	65	65
Lot 112	74	74
Lot 201	66	66
Lot 202	63	63
Lot 203	76	76
Lot 204	85	85
Lot 205	85	85
Lot 206	66	66
Lot 207	60	60
Lot 208	55	55
Lot 209	65	65
Lot 210	84	84
Lot 211	84	84
Lot 212	72	72
Lot 213	54	54
Lot 214	74	74
Lot 215	72	72
Lot 216	69	69
Lot 217	67	67
Lot 218	58	58
Lot 219	68	68
Lot 220	63	63

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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 221	131	131
Lot 222	61	61
Lot 223	55	55
Lot 224	66	66
Lot 225	74	74
Lot 301	66	66
Lot 302	63	63
Lot 303	76	76
Lot 304	85	85
Lot 305	85	85
Lot 306	66	66
Lot 307	60	60
Lot 308	55	55
Lot 309	65	65
Lot 310	84	84
Lot 311	84	84
Lot 312	72	72
Lot 313	54	54
Lot 314	74	74
Lot 315	72	72
Lot 316	69	69
Lot 317	67	67
Lot 318	58	58
Lot 319	68	68
Lot 320	63	63
Lot 321	134	134
Lot 322	63	63
Lot 323	55	55
Lot 324	66	66

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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 325	74	74
Lot 353	5	5
Lot 354	10	10
Lot 355	6	6
Lot 356	6	6
Lot 357	6	6
Lot 401	66	66
Lot 402	63	63
Lot 403	76	76
Lot 404	85	85
Lot 405	85	85
Lot 406	66	66
Lot 407	60	60
Lot 408	55	55
Lot 409	65	65
Lot 410	84	84
Lot 411	84	84
Lot 412	72	72
Lot 413	54	54
Lot 414	74	74
Lot 415	72	72
Lot 416	69	69
Lot 417	66	66
Lot 418	58	58
Lot 419	68	68
Lot 420	62	62
Lot 421	137	137
Lot 422	64	64
Lot 423	55	55

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PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 424	66	66
Lot 425	74	74
Lot 501	64	64
Lot 502	65	65
Lot 503	76	76
Lot 504	78	78
Lot 505	89	89
Lot 506	66	66
Lot 507	60	60
Lot 508	54	54
Lot 509	65	65
Lot 510	87	87
Lot 511	86	86
Lot 512	71	71
Lot 513	56	56
Lot 514	70	70
Lot 515	74	74
Lot 516	68	68
Lot 517	66	66
Lot 518	57	57
Lot 519	69	69
Lot 520	61	61
Lot 521	67	67
Lot 522	70	70
Lot 523	68	68
Lot 524	52	52
Lot 525	66	66
Lot 526	75	75
Lot 601	68	68

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/01/2023 03:05:51 PM

OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 602	65	65
Lot 603	76	76
Lot 604	82	82
Lot 605	88	88
Lot 606	66	66
Lot 607	64	64
Lot 608	54	54
Lot 609	65	65
Lot 610	83	83
Lot 611	83	83
Lot 612	71	71
Lot 613	56	56
Lot 614	69	69
Lot 615	74	74
Lot 616	64	64
Lot 617	79	79
Lot 618	57	57
Lot 619	69	69
Lot 620	62	62
Lot 621	65	65
Lot 622	75	75
Lot 623	84	84
Lot 624	52	52
Lot 625	67	67
Lot 626	75	75
Lot 701	64	64
Lot 702	65	65
Lot 703	76	76
Lot 704	82	82

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Owners Corporation Search Report

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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 705	85	85
Lot 706	66	66
Lot 707	60	60
Lot 708	54	54
Lot 709	65	65
Lot 710	83	83
Lot 711	83	83
Lot 712	71	71
Lot 713	60	60
Lot 714	72	72
Lot 715	74	74
Lot 716	64	64
Lot 717	63	63
Lot 718	57	57
Lot 719	69	69
Lot 720	66	66
Lot 721	83	83
Lot 722	102	102
Lot 723	67	67
Lot 724	52	52
Lot 725	66	66
Lot 726	76	76
Lot 728	3	3
Lot 801	64	64
Lot 802	65	65
Lot 803	76	76
Lot 804	94	94
Lot 805	102	102
Lot 806	66	66

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Owners Corporation Search Report

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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 807	60	60
Lot 808	54	54
Lot 809	65	65
Lot 810	83	83
Lot 811	83	83
Lot 812	71	71
Lot 813	72	72
Lot 814	82	82
Lot 815	74	74
Lot 816	64	64
Lot 817	63	63
Lot 818	57	57
Lot 819	69	69
Lot 820	65	65
Lot 821	84	84
Lot 822	73	73
Lot 823	68	68
Lot 824	52	52
Lot 825	66	66
Lot 826	76	76
Lot 830	4	4
Lot 831	4	4
Lot 901	64	64
Lot 902	65	65
Lot 903	77	77
Lot 904	78	78
Lot 905	85	85
Lot 906	66	66
Lot 907	60	60

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Owners Corporation Search Report

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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 908	54	54
Lot 909	65	65
Lot 910	100	100
Lot 911	83	83
Lot 912	71	71
Lot 913	72	72
Lot 914	69	69
Lot 915	74	74
Lot 916	64	64
Lot 917	63	63
Lot 918	73	73
Lot 919	69	69
Lot 920	66	66
Lot 921	72	72
Lot 922	91	91
Lot 923	85	85
Lot 924	65	65
Lot 925	66	66
Lot 926	76	76
Lot 1001	67	67
Lot 1002	65	65
Lot 1003	76	76
Lot 1004	78	78
Lot 1005	85	85
Lot 1006	66	66
Lot 1007	60	60
Lot 1008	54	54
Lot 1009	65	65
Lot 1010	87	87

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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VICTORIA State Government

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/01/2023 03:05:51 PM

OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1011	83	83
Lot 1012	71	71
Lot 1013	56	56
Lot 1014	69	69
Lot 1015	74	74
Lot 1016	67	67
Lot 1017	63	63
Lot 1018	57	57
Lot 1019	69	69
Lot 1020	75	75
Lot 1021	68	68
Lot 1022	92	92
Lot 1023	86	86
Lot 1024	52	52
Lot 1025	66	66
Lot 1026	76	76
Lot 1027	4	4
Lot 1028	3	3
Lot 1101	64	64
Lot 1102	65	65
Lot 1103	76	76
Lot 1104	78	78
Lot 1105	85	85
Lot 1106	66	66
Lot 1107	60	60
Lot 1108	54	54
Lot 1109	65	65
Lot 1110	83	83
Lot 1111	83	83

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1112	71	71
Lot 1113	56	56
Lot 1114	69	69
Lot 1115	74	74
Lot 1116	64	64
Lot 1117	63	63
Lot 1118	60	60
Lot 1119	82	82
Lot 1120	62	62
Lot 1121	72	72
Lot 1122	93	93
Lot 1123	83	83
Lot 1124	52	52
Lot 1125	66	66
Lot 1126	76	76
Lot 1127	4	4
Lot 1128	3	3
Lot 1129	4	4
Lot 1131	4	4
Lot 1201	64	64
Lot 1202	65	65
Lot 1203	76	76
Lot 1204	78	78
Lot 1205	98	98
Lot 1206	66	66
Lot 1207	60	60
Lot 1208	58	58
Lot 1209	65	65
Lot 1210	86	86

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1211	83	83
Lot 1212	71	71
Lot 1213	56	56
Lot 1214	69	69
Lot 1215	74	74
Lot 1216	64	64
Lot 1217	63	63
Lot 1218	61	61
Lot 1219	69	69
Lot 1220	62	62
Lot 1221	87	87
Lot 1222	93	93
Lot 1223	71	71
Lot 1224	52	52
Lot 1225	66	66
Lot 1226	76	76
Lot 1228	3	3
Lot 1233	3	3
Lot 1301	64	64
Lot 1302	65	65
Lot 1303	76	76
Lot 1304	78	78
Lot 1305	85	85
Lot 1306	66	66
Lot 1307	60	60
Lot 1308	54	54
Lot 1309	65	65
Lot 1310	83	83
Lot 1311	100	100

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1312	71	71
Lot 1313	56	56
Lot 1314	69	69
Lot 1315	74	74
Lot 1316	64	64
Lot 1317	63	63
Lot 1318	57	57
Lot 1319	69	69
Lot 1320	79	79
Lot 1321	86	86
Lot 1322	94	94
Lot 1323	88	88
Lot 1324	52	52
Lot 1325	66	66
Lot 1326	76	76
Lot 1328	3	3
Lot 1330	4	4
Lot 1401	64	64
Lot 1402	65	65
Lot 1403	76	76
Lot 1404	78	78
Lot 1405	85	85
Lot 1406	66	66
Lot 1407	60	60
Lot 1408	54	54
Lot 1409	65	65
Lot 1410	100	100
Lot 1411	83	83
Lot 1412	71	71

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1413	56	56
Lot 1414	69	69
Lot 1415	74	74
Lot 1416	64	64
Lot 1417	64	64
Lot 1418	61	61
Lot 1419	69	69
Lot 1420	62	62
Lot 1421	74	74
Lot 1422	91	91
Lot 1423	72	72
Lot 1424	56	56
Lot 1425	66	66
Lot 1426	76	76
Lot 1428	3	3
Lot 1429	4	4
Lot 1433	3	3
Lot 1501	64	64
Lot 1502	64	64
Lot 1503	76	76
Lot 1504	78	78
Lot 1505	86	86
Lot 1506	66	66
Lot 1507	60	60
Lot 1508	54	54
Lot 1509	65	65
Lot 1510	83	83
Lot 1511	83	83
Lot 1512	71	71

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1513	56	56
Lot 1514	69	69
Lot 1515	74	74
Lot 1516	64	64
Lot 1517	63	63
Lot 1518	57	57
Lot 1519	69	69
Lot 1520	62	62
Lot 1521	72	72
Lot 1522	95	95
Lot 1523	73	73
Lot 1524	52	52
Lot 1525	66	66
Lot 1526	76	76
Lot 1527	4	4
Lot 1528	3	3
Lot 1529	4	4
Lot 1530	4	4
Lot 1532	3	3
Lot 1533	3	3
Lot 1601	64	64
Lot 1602	65	65
Lot 1603	76	76
Lot 1604	78	78
Lot 1605	114	114
Lot 1606	66	66
Lot 1607	60	60
Lot 1608	54	54
Lot 1609	65	65

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1610	83	83
Lot 1611	83	83
Lot 1612	71	71
Lot 1613	56	56
Lot 1614	69	69
Lot 1615	74	74
Lot 1616	68	68
Lot 1617	63	63
Lot 1618	61	61
Lot 1619	69	69
Lot 1620	62	62
Lot 1621	89	89
Lot 1622	95	95
Lot 1623	77	77
Lot 1624	52	52
Lot 1625	66	66
Lot 1626	76	76
Lot 1629	4	4
Lot 1701	64	64
Lot 1702	65	65
Lot 1703	76	76
Lot 1704	78	78
Lot 1705	85	85
Lot 1706	66	66
Lot 1707	60	60
Lot 1708	54	54
Lot 1709	65	65
Lot 1710	83	83
Lot 1711	87	87

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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1712	71	71
Lot 1713	56	56
Lot 1714	70	70
Lot 1715	74	74
Lot 1716	64	64
Lot 1717	63	63
Lot 1718	57	57
Lot 1719	69	69
Lot 1720	66	66
Lot 1721	74	74
Lot 1722	80	80
Lot 1723	74	74
Lot 1724	52	52
Lot 1725	66	66
Lot 1726	76	76
Lot 1728	3	3
Lot 1729	4	4
Lot 1731	4	4
Lot 1732	3	3
Lot 1733	3	3
Lot 1801	64	64
Lot 1802	65	65
Lot 1803	77	77
Lot 1804	78	78
Lot 1805	85	85
Lot 1806	66	66
Lot 1807	60	60
Lot 1808	67	67
Lot 1809	65	65

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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1810	83	83
Lot 1811	83	83
Lot 1812	71	71
Lot 1813	56	56
Lot 1814	69	69
Lot 1815	74	74
Lot 1816	64	64
Lot 1817	63	63
Lot 1818	57	57
Lot 1819	82	82
Lot 1820	62	62
Lot 1821	74	74
Lot 1822	81	81
Lot 1823	74	74
Lot 1824	52	52
Lot 1825	66	66
Lot 1826	76	76
Lot 1827	4	4
Lot 1828	3	3
Lot 1829	4	4
Lot 1830	4	4
Lot 1831	4	4
Lot 1832	3	3
Lot 1833	3	3
Lot 1901	64	64
Lot 1902	65	65
Lot 1903	76	76
Lot 1904	80	80
Lot 1905	85	85

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1906	66	66
Lot 1907	60	60
Lot 1908	54	54
Lot 1909	65	65
Lot 1910	83	83
Lot 1911	103	103
Lot 1912	71	71
Lot 1913	56	56
Lot 1914	71	71
Lot 1915	74	74
Lot 1916	64	64
Lot 1917	63	63
Lot 1918	74	74
Lot 1919	70	70
Lot 1920	62	62
Lot 1921	93	93
Lot 1922	94	94
Lot 1923	88	88
Lot 1924	52	52
Lot 1925	66	66
Lot 1926	76	76
Lot 2004	64	64
Lot 2005	65	65
Lot 2006	76	76
Lot 2007	118	118
Lot 2008	194	194
Lot 2009	180	180
Lot 2010	119	119
Lot 2011	73	73

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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2012	56	56
Lot 2013	73	73
Lot 2015	74	74
Lot 2016	64	64
Lot 2017	153	153
Lot 2019	69	69
Lot 2020	62	62
Lot 2021	76	76
Lot 2022	95	95
Lot 2023	89	89
Lot 2024	52	52
Lot 2025	66	66
Lot 2026	76	76
Lot 2106	70	70
Lot 2107	78	78
Lot 2108	305	305
Lot 2109	313	313
Lot 2110	56	56
Lot 2111	73	73
Lot 2115	74	74
Lot 2116	64	64
Lot 2117	67	67
Lot 2118	58	58
Lot 2119	68	68
Lot 2120	63	63
Lot 2121	90	90
Lot 2122	98	98
Lot 2123	77	77
Lot 2124	54	54

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 5
PLAN NO. PS648185V

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2125	65	65
Lot 2126	74	74
Lot 2201	62	62
Lot 2202	91	91
Lot 2203	84	84
Lot 2204	92	92
Lot 2205	53	53
Lot 2206	66	66
Lot 2207	90	90
Lot 2209	2	2
Lot 2301	62	62
Lot 2302	93	93
Lot 2303	87	87
Lot 2304	78	78
Lot 2305	53	53
Lot 2306	66	66
Lot 2307	76	76
Lot 2309	2	2
Total	**38866.00**	**38866.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

BL

Greater Western Water

My account number is

1252 9218 8119

Invoice No.	T664236415
Service Address	Un 2026/199 William Street Melbourne Lot 2026 Plan 648185
Issue Date	16 May 2024
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water
ABN 70 066 902 467

gww.com.au

MR D TAN
C/O MELBOURNE REAL ESTATE
GPO BOX 3307
MELBOURNE VIC 3001



Account summary

PREVIOUS BILL	$148.53
RECEIVED	$148.53
BALANCE	$0.00
YOUR USAGE	$57.23
NETWORK CHARGES	$118.99
OTHER CHARGES	$29.54
PLEASE PAY	$205.76

16/05/24-08:22:25-CCSEML_240515213424Z.PRO
F-D-002768-0001/0002-1-000000-R-A001518872

Your bill experience is changing

We're making some changes so that it's simpler to manage your account online. We're also redesigning your bill so it's easier to read and understand.

To find out more visit **gww.com.au/billexperience**

BL

Details of charges - Residential

Previous Bill

Previous Bill	$148.53

Payments Received

21/02/2024	-$148.53

BALANCE FORWARD $0.00

Usage Charges

Meter Number	Bill Days	Previous Reading	Current Reading	Consumption in Kilolitres	Rate $	Total $
MAS088742	82	00662	00678	16.00	(meter read date: 15/05/2024)	

Total Water Consumed

Usage Step 1 (24/02/2024 to 15/05/2024)	16.00	2.9499	$47.20
Total	**16.00**		**$47.20**

Sewage Disposal	12.70	0.7898	$10.03
Total			**$10.03**

TOTAL USAGE CHARGES $57.23

Network Charges	Charge Period	Charge $
Water Network Charge	(01/04/2024 to 30/06/2024)	$51.60
Sewerage Network Charge	(01/04/2024 to 30/06/2024)	$67.39

TOTAL NETWORK CHARGES $118.99

Other Charges		Charge $
Waterways & Drainage Charge	(01/04/2024 to 30/06/2024)	$29.54

TOTAL OTHER AUTHORITIES' CHARGES $29.54

FINAL TOTAL, PLEASE PAY THIS AMOUNT $205.76

Visit **gww.com.au** or call 13 44 99 for more details about these charges.

The right of Greater Western Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Need help paying your bill? Give us a call

We have payment options to help you keep on top of your bills and manage during difficult times. Chat with us on **13 44 99**. We can also direct you to other services, so you can get the advice and support you need. Learn more at **gww.com.au**

Waterways and drainage charge

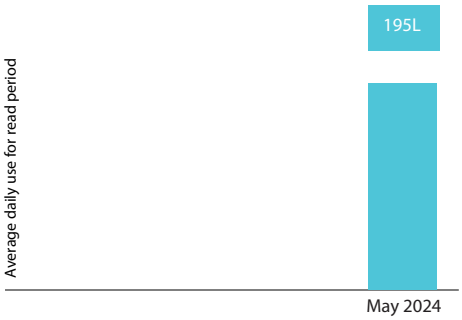
You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live.
Learn more at **melbournewater.com.au/wwdc**

Our prices

From 1 July 2024, our prices will change in line with adjustments approved by the Essential Services Commission, the independent regulator of Victoria's water industry. To learn more about our price changes, visit **gww.com.au**

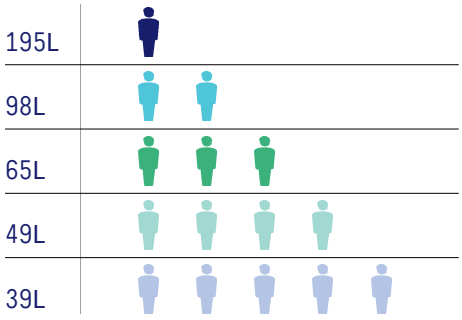
Is your household on Target 150?

Your average daily water cost for this bill is $0.58



Average daily use per person

To find out average daily use per person, refer to the line which indicates the number of people in your home.



CCSEML_2405152134247.PRO>BIL_vMAR24.10>16/05/24>08:22:25>------

Service Address: Un 2026/199 William Street Melbourne

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is
			1252 9218 8119

Direct Debit:
Visit **gww.com.au** or call 13 44 99

Mail cheque: Post this slip with your cheque payable to:
Greater Western Water, GPO Box 1152, Melbourne Vic 3001

Credit Card:
Visit **gww.com.au** or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance
If you're finding it hard to pay your bill call our team on **13 44 99** to discuss your circumstances or visit **gww.com.au** to view our support options.

AMOUNT DUE
$205.76
PLEASE PAY BY
6 JUN 2024

BPAY Biller Code: 8789
Ref: 1252 9218 8119

Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at **bpay.com.au**

POST billpay Billpay Code: 0362
Ref: 1252 9218 8119

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit **postbillpay.com.au**

*362 125292188119

+00125292188119> +009201+ <0664236415> <0000020576> +444+

Working together to deliver value for our community

I hope you had a safe and happy start to the year with your communities. This year, we'll continue to focus on delivering value for our customers, through our core purpose of supplying water to your homes and by supporting the prosperity of our region.

Your ideas and feedback are important to us. We'll work closely with you on projects like finalising our price submission and upgrading essential infrastructure around our region.

We're excited to support your social, environmental and cultural priorities in the next round of our Thriving Communities grants and sponsorships program, launching in March.

You've also told us that you'd like a more convenient way to manage your water account and for your bills to be simpler, so we're making improvements to our systems so you have a better customer experience. These upgrades will be launching soon.

With your input and support, we'll continue to deliver trusted water services to your homes while supporting the wellbeing and growth of our region.

Maree



Maree Lang
Managing Director
Greater Western Water

We're upgrading your billing experience

We want you to have a hassle-free bill experience, whether you choose an email or paper bill. After hearing what is important to you, we're making some changes to simplify your billing experience.

Soon, you'll notice your water bill looks a bit different. We're improving the design of your bill so it's easier to understand your water use and other charges.

You told us that you'd like more control of your water account online, to help you do things like pay your bill, and update your details and payment methods. Your new online account, My GWW, is coming soon and gives you more control and flexibility to manage your account online.

If you're ever unsure it's us contacting you, you can confirm the information at **gww.com.au** or by calling us on **13 44 99.**



Royal Parade water main upgrade complete

We've finished upgrading the Royal Parade water main. The old water main was nearing the end of its service life, and after more than 130 years of ongoing use it needed an upgrade.

These works ensure that we can continue to deliver safe and reliable water services to the Parkville community.

During the six months of construction, we inserted a new pipeline inside the existing water main. This method is called slip-lining. Slip-lining is a safe and cost-effective method, which also helped to minimise disruption to local traffic and businesses.

Learn more about the project at **gww.com.au/royalparade**



Royal Parade is back in use after we replaced a 130 year old water main.

Having trouble paying your bill?

We know paying your bill can be difficult at times. If you're having trouble paying your bill, we have a range of payment options and can help you access concessions, utility relief grants and water efficiency programs.

We also offer support for customers experiencing family and domestic violence.

Learn more at **gww.com.au/financial-support**



Acknowledgement of Country
Greater Western Water respectfully acknowledges the peoples of the Kulin Nation as the Traditional Owners of the lands and waters on which our service area lies. We pay our deepest respects to their Ancestors and Elders past and present.

Thriving Communities grant helps support Melburnians in need

Recently our Managing Director, Maree Lang and Minister for Water, Harriet Shing joined volunteers at St Mary's House of Welcome to serve lunch to Melburnians experiencing homelessness and hardship.

The visit was an opportunity to connect and talk with some of the centre's service users and learn more about the not-for-profit's 'Look Good, Feel Good' program, which received $5,000 Thriving Communities sponsorship funding.

The 'Look Good, Feel Good' program aims to improve the physical and mental wellbeing of people experiencing homelessness and social disadvantage.

The program provides hot showers, towels, toiletries, period products and clean clothes. It also offers referrals to other vital services like meals, social activities and specialist support.

Read more about St Mary's House of Welcome and all our previous grant recipients at **gww.com.au/grants-sponsorships**



Managing Director, Maree Lang and Minister for Water, Harriet Shing serve lunch to Melburnians experiencing homelessness.

How to choose the most secure payment method

In June 2023, the Federal Government announced that by 2030 cheques will be phased out in Australia. This process will start in 2028.

To prepare for this, we're transitioning to more secure forms of payment. This will help ensure the safety of your records and financial information.

We're encouraging all customers to switch to electronic payment. You can pay online using BPAY or set up a direct debit so you never miss a bill.

If you still prefer to pay by cheque, you can head to your local Australia Post outlet.

Learn more about this change at **gww.com.au/accounts-billing**

Boost to water security for Sunbury and Diggers Rest

We're building two enormous new water tanks in Melbourne's outer west to increase water security for the growing Sunbury and Diggers Rest region.

The $29 million project kicked off last December in Sunbury's Bald Hill. When the work is completed in 2025, the tanks will double the region's water storage capacity and supply up to 10,000 local properties.

Each steel tank will be nine metres high and 44 metres in diameter and will each be able to hold 10 megalitres of water. That's the equivalent of four Olympic-sized swimming pools worth of water.

A new main will also be constructed to connect the tanks to Melbourne's water supply.

Learn more about the project at **gww.com.au/sunburywatersecurity**



An artist's impression of the new water tanks.

An update on our price submission

Last year, we submitted our first price submission as Greater Western Water to the Essential Services Commission (ESC). Our price submission outlines our prices, service levels and the investments we will make over the next four years.

The ESC has reviewed our price submission and recently let us know their draft decision.

The ESC will release their final decision and price determination in June 2024, confirming the prices we will charge from 1 July 2024 to 30 June 2028.

Learn more and have your say before 30 April at **gww.com.au/pricesubmission**

Contact us

Call **13 44 99**

Visit **gww.com.au**

@greaterwesternwater

@greaterwesternwater

@GWWVic

@greaterwesternwater

City of Melbourne
GPO Box 2158 Melbourne 3001
ABN 55 370 219 287

Valuation and rate notice 2024-2025

For the period 1 July 2024 - 30 June 2025

CITY OF MELBOURNE

Tax invoice

No GST has been charged

Assessment no. 221905 3

Date of issue 15 Aug 2024

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

022 014690

D Tan
C/- Melbourne Real Estate
GPO Box 3307
MELBOURNE VIC 3001

Property Unit 2026, Level 20, 199 William Street, MELBOURNE VIC 3000

Legal description Lot 2026 PS648185V

Valuations		Effective date	1 Jul 2024
NAV	20,500	Valued as at	1 Jan 2024
Site value	90,000	Interest rate	10%
CIV	410,000	Land use	Residential

AVPCC 120 -Single Strata Unit/Villa Unit/Townhouse

Details of account
(important, please read overleaf)

	Amount
Residential Rates @ 3.7846 cents in the $ of NAV.	$775.84
FSPL @ $132 plus 8.7 cents per $1,000 of CIV.	$167.67

FSPL - Fire Services Property Levy (State Government Charge)

OPTION 1 (DIRECT DEBIT AVAILABLE)

Pay in full by 15 February 2025 **$943.51**

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

OPTION 2 (DIRECT DEBIT AVAILABLE)

Pay in four instalments.

Instalment 1 30 September 2024 **$235.87**
If paying by instalments, you must pay the first instalment by this due date. If you pay after this date, the amount paid will be accepted as part payment, with the balance payable in full by 15 February 2025.

Instalment 2 30 November 2024 **$235.87**

Instalment 3 28 February 2025 **$235.87**

Instalment 4 31 May 2025 **$235.90**

OPTION 3 (DIRECT DEBIT ONLY)

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

SAVE PAPER AND GET YOUR RATES NOTICE BY EMAIL.
Visit **melbourne.vic.gov.au/rates** and have your rates notice with you.

Payment methods

Assessment no. 221905 3 **Property** Unit 2026, Level 20, 199 William Street, MELBOURNE VIC 3000

BPAY Biller code: **79616**
Ref: 102219053

BPAY® this payment via Internet or phone banking
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 102219053
Credit cards not accepted.

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

*3397 0891 0102219053 53

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

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

Please tick the amount you are paying in the box below.
☐ Option 1 **$943.51**
☐ Option 2 **$235.87**

Telephone 1300 130 453
Internet **melbourne.vic.gov.au/rates**

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

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

+10221905300000> +000891+ <0000000000> <0000094351> +444+

OPTION 3 PAYMENTS

Direct debit only

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

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

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

*Interest penalties for late payment

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

All payments will be allocated as follows:

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

Payment difficulties

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

Victorian Government's rate cap

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

(i) the valuation of your property relative to the valuation of other properties in the municipal district;

(ii) the application of any differential rate by Council;

(iii) the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

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

Objection to valuation

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

Valuation objections will be processed by the Valuer General Victoria.

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

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

Appeal against rates

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

Review of differential rating

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

Valuation definitions

Site value is the value of the land.

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

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

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

AVPCC - Australian Valuation Property Classification Code.

Objection to Fire Services Property Levy

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

Waste Charge

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

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

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

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

Pensioner concessions

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

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

Privacy Statement

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

Any questions?

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

Phone: 03 9658 9658

Email: rates@melbourne.vic.gov.au

Interpreter Services

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

Owner recorded by Council

Danny Tan

Differential rates comparison table

As part of the City of Melbourne Budget 2024-25, Council has adopted 2 differential rates in the dollar. The following rate comparison table shows what your general rates would have been if your property was classified with an alternative differential rate. **This only applies to general rates (FSPL and waste charge are not included) and is for information purposes only.**

Type or class of land	Rate in $	NAV	Amount
Residential	0.037846	20,500	$775.84
Commercial	0.044417	20,500	$910.55

OWNERS CORPORATION CERTIFICATE

S.151(4)(a) Owners Corporation Act 2006 and Reg 16 of the Owners Corporations Regulations 2018

Owners Corporation No. 1 PS 648185V

Address: **199 William Street, Melbourne VIC 3000**

This certificate is issued for **Lot 2026** on Plan of Subdivision No **648185V**

Postal address is C/- Australian Body Corporate
PO Box 278
Doncaster Heights VIC 3109
Tel: 03 8418 8787
admin@ausbodycorp.com.au

IMPORTANT:
The information in this certificate is issued on **24 January 2025**.

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

(a) The current annual fees for the lot are: **Please refer to OC4 certificate**

(b) The period for which the fees for the lot have been levied as of the date of this certificate is: **Please refer to OC4 certificate**

(c) The total of any unpaid fees or charges for the lot as of the date of this certificate is: **Please refer to OC4 certificate**

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **Please refer to OC4 certificate**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above? If so, then provide details: **Please refer to OC4 certificate**

(f) The owners corporation has the following insurance cover:

Name of Insurer:	CHU
Policy Number:	HU0006136735
Kind of Policy:	Strata Title Insurance
Buildings Amount:	$309,100,000
Public Liability Amount:	$50,000,000
Management Liability:	$5,000,000
Renewal Date:	09/11/2025

(g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: **NO**

(h) The total funds held by the Owners Corporation as of **24 January 2025** are **$2,482,606.27**

(i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details: **Please refer to OC4 certificate**

(j) Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details:

- SUBSTATION LEASE – CITYPOWER & HENGYI
- RESORT MANAGEMENT BY WYNDHAM PTY LTD for AMENITY LICENCE
- RESORT MANAGEMENT BY WYNDHAM PTY LTD for BUILDING MANAGEMENT AGREEMENT
- RESORT MANAGEMENT BY WYNDHAM PTY LTD for CONCIERGE DESK LICENCE
- ORIGIN ENERGY for MASTER AGREEMENT FOR CENTRALISED ENERGY SERVICES
- RESORT MANAGEMENT BY WYNDHAM PTY LTD for SIGNAGE LICENCE
- THYSSENKRUPP ELEVATOR AUSTRALIA PTY LTD for LIFT SERVICE AGREEMENT
- ALFRESCO LICENCE for COMMON PROPERTY ADJOINING LOT 1
- ALFRESCO LICENCE for COMMON PROPERTY ADJOINING LOT 2
- ALFRESCO LICENCE for COMMON PROPERTY ADJOINING LOT 5
- AUSTRALIAN BODY CORPORATE for MANAGEMENT AGREEMENT
- PROACTIVE FACILITY MANAGEMENT PTY LTD for CLEANING AGREEMENT

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?
If so, then provide details: **NIL**

(l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? If so, then provide details: **Please refer to OC4 certificate**

(m) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details:
Please refer to OC4 certificate

(n) Has the Owners Corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is **Australian Body Corporate**
PO Box 278
Doncaster Heights VIC 3109
Telephone: 03 8418 8787
admin@ausbodycorp.com.au

(o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the Owners Corporation certificate are:

A copy of the minutes of the last annual general meeting of the Owners Corporation
A copy of the model/consolidated rules registered at Land Victoria.
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:
More information on prescribed matters may be obtained from an inspection of the Owners Corporation register by making written application to the Agent at the address listed above.

Date: 24 January 2025

This Owners Corporation certificate was prepared by Australian Body Corporate Management Pty Ltd
ACN 154 482 274 T/As Australian Body Corporate



Signature of Robert Manfredi
Owners Corporation Manager
For and on behalf of
Owners Corporation No. 1 PS 648185V

OWNERS CORPORATION CERTIFICATE

S.151(4)(a) Owners Corporation Act 2006 and Reg 16 of the Owners Corporations Regulations 2018

Owners Corporation No. 4 PS 648185V

Address: **199 William Street, Melbourne VIC 3000**

This certificate is issued for **Lot 2026** on Plan of Subdivision No **648185V**

Postal address is C/- Australian Body Corporate
PO Box 278
Doncaster Heights VIC 3109
Tel: 03 8418 8787
admin@ausbodycorp.com.au

IMPORTANT:

The information in this certificate is issued on **24 January 2025**.

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

(a) The current annual fees for the lot are **$5,604.74*** (OC1, OC4 & OC5) which is payable in quarterly instalments due every 01 October, 01 January, 01 April & 01 July which is comprised of:

	OC1 Fees	OC4 Fees	OC5 Fees	Total
Administration	$3,759.39	$82.97	$210.80	$4,053.15
Maintenance	$717.97	$647.84	$185.77	$1,551.59
Total	$4,477.36	$730.81	$396.57	$5,604.74

The above annual fee amount is based on the approved AGM Budget FY 24-25.

(b) The period for which the fees for the lot have been levied to is 01 January 2025 to 31 March 2025.

(c) The total of any unpaid fees or charges for the lot as of this certificate date is **NIL*** which is comprised of:
Please contact our office via email prior to Settlement for updated arrears amounts and confirm total outstanding.

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **NIL**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above? If so, then provide details: **NIL**

(f) The owners corporation has the following insurance cover under **Owners Corporation No. 1**:

Name of Insurer:	CHU
Policy Number:	HU0006136735
Kind of Policy:	Strata Title Insurance
Buildings Amount:	$309,100,000
Public Liability Amount:	$50,000,000
Management Liability:	$5,000,000
Renewal Date:	09/11/2025

(g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: **NO**

(h) The total funds held by the Owners Corporation as of **24 January 2025** are **$2,688,965.95**

(i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details:
None other than normal operational expenses. The Owners Corporation has no known liabilities, not otherwise shown or budgeted for in Items 1, 4 and 5. The Owners Corporation may raise a deficit levy should a deficit in funds be found to exist. Otherwise none to our knowledge.

(j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details:

- THYSSENKRUPP ELEVATOR AUSTRALIA PTY LTD for LIFT SERVICE AGREEMENT
- AUSTRALIAN BODY CORPORATE for MANAGEMENT AGREEMENT
- PROACTIVE FACILITY MANAGEMENT PTY LTD for CLEANING AGREEMENT

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?
If so, then provide details:

Contract: Agreement with Origin Energy for the Supply, Operation and Provision of Electricity and Associated Billing system to the Owners Corporation and Owners

Contract: Agreement with Origin Energy for the Installation, Operation and Maintenance of a Central Water Heating System and Associated Billing system and the Supply of Unmetered Cooker Gas to the Owners Corporation and Owners

(l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?
If so, then provide details:

BUILDING ORDER – MINOR WORK: 713881 - The Owners Corporation is currently working with Council to have these items signed off. At the time of this certificate, the building order is not yet satisfied.

(m) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details:

The Owners Corporation is not aware of or party to any proceedings other than VCAT/Magistrates Court proceedings to recover outstanding Owners Corporation fees from owners which may occur from time to time.

(n) Has the Owners Corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is **Australian Body Corporate**
PO Box 278
Doncaster Heights VIC 3109
Telephone: 03 8418 8787
admin@ausbodycorp.com.au

(o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the Owners Corporation certificate are:

A copy of the minutes of the last annual general meeting of the Owners Corporation
A copy of the model/consolidated rules registered at Land Victoria.
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:
More information on prescribed matters may be obtained from an inspection of the Owners Corporation register by making written application to the Agent at the address listed above.

Date: 24 January 2025

This Owners Corporation Certificate was prepared by Australian Body Corporate Management Pty Ltd Pty Ltd ACN 154 482 274 T/As Australian Body Corporate

Owners Corporation No. 4 PS 648185V
The Common Seal of
*

Signature of Robert Manfredi
Owners Corporation Manager
For and on behalf of
Owners Corporation No. 4 PS 648185V

OWNERS CORPORATION CERTIFICATE

S.151(4)(a) Owners Corporation Act 2006 and Reg 16 of the Owners Corporations Regulations 2018

Owners Corporation No. 5 PS 648185V

Address: **199 William Street, Melbourne VIC 3000**

This certificate is issued for **Lot 2026** on Plan of Subdivision No **648185V**

Postal address is C/- Australian Body Corporate
PO Box 278
Doncaster Heights VIC 3109
Tel: 03 8418 8787
admin@ausbodycorp.com.au

IMPORTANT:

The information in this certificate is issued on **24 January 2025**.

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

(a) The current annual fees for the lot are: **Please refer to OC4 certificate**

(b) The period for which the fees for the lot have been levied as of the date of this certificate is: **Please refer to OC4 certificate**

(c) The total of any unpaid fees or charges for the lot is: **Please refer to OC4 certificate**

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **Please refer to OC4 certificate**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above? If so, then provide details: **Please refer to OC4 certificate**

(f) The owners corporation has the following insurance cover under **Owners Corporation No. 1**:

Name of Insurer:	CHU
Policy Number:	HU0006136735
Kind of Policy:	Strata Title Insurance
Buildings Amount:	$309,100,000
Public Liability Amount:	$50,000,000
Management Liability:	$5,000,000
Renewal Date:	09/11/2025

(g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: **NO**

(h) The total funds held by the Owners Corporation as of **24 January 2025** are **$684,747.29**

(i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details: **Please refer to OC4 certificate**

(j) Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details:

- RESORT MANAGEMENT BY WYNDHAM PTY LTD for AMENITY LICENCE
- AUSTRALIAN BODY CORPORATE for MANAGEMENT AGREEMENT
- PROACTIVE FACILITY MANAGEMENT PTY LTD for CLEANING AGREEMENT

(k) Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: **NIL**

(l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? If so, then provide details: **Please refer to OC4 certificate**

(m) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details:
Please refer to OC4 certificate

(n) Has the Owners Corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is **Australian Body Corporate**
PO Box 278
Doncaster Heights VIC 3109
Telephone: 03 8418 8787
admin@ausbodycorp.com.au

(o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the Owners Corporation certificate are:

A copy of the minutes of the last annual general meeting of the Owners Corporation
A copy of the model/consolidated rules registered at Land Victoria.
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:
More information on prescribed matters may be obtained from an inspection of the Owners Corporation register by making written application to the Agent at the address listed above.

Date: 24 January 2025

This Owners Corporation certificate was prepared by Australian Body Corporate Management Pty Ltd
ACN 154 482 274 T/As Australian Body Corporate

Signature of Robert Manfredi
Owners Corporation Manager
For and on behalf of
Owners Corporation No. 5 PS 648185V

Owners Corporation No. 5 PS 648185V
The Common Seal of

Australian Body Corporate
ABN 60 873 029 429

PO Box 278 Doncaster Heights
VIC 3109
03 8418 8787
admin@ausbodycorp.com.au
ausbodycorp.com.au

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION – PS 648185V / 1-5

The William / 183-203 William St MELBOURNE VIC 3000.

Minutes of the Annual General Meeting held at
199 William St MELBOURNE – Conference Room / Level 1 & Zoom
On **Thursday 12th December 2024** at 4:00pm

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1. Welcome and Appointment of Chairperson

Mr Pas Daniele of Australian Body Corporate welcomed the members to the Annual General Meeting of OC PS 648185V / OC 1-5, which commenced at 4:10pm.

It was agreed that Mr Pas Daniele be elected as chairperson of this meeting and that Mr Robert Manfredi take the meeting minutes.

2. Noting Attendance, Apologies & Proxies

Present/Proxies

Lot 1 – Patrick Sia for Tono Enterprises Pty Ltd (OC1 & OC2)
Lot 2 – Patrick Sia for Tono Enterprises Pty Ltd (OC1 & OC2)
Lot 6 – Marnie Hipkins (ZOOM)
Lot 19 – Duncan Mars for Resort Management by Wyndam (OC1, OC3 & OC5)
Lot 101 to 112 – Duncan Mars for The Trust Company (PTAL) (OC1, OC3 & OC5)
Lot 151 – Patrick Sia for Tono Enterprises Pty Ltd (OC1)
Lot 169 to 171 - Duncan Mars for Resort Management by Wyndam (OC1)
Lot 174 – Patrick Sia for Tono Enterprises Pty Ltd (OC1)
Lot 177 – Patrick Sia for Tono Enterprises Pty Ltd (OC1)
Lot 201 to 225 – Hani Daher for The Trust Company (PTAL) (ZOOM) (OC1, OC3 & OC5)
Lot 233 & 234 – Patrick Sia for Tono Enterprises Pty Ltd (OC1)
Lot 236 – Duncan Mars for The Trust Company (PTAL) (OC1)
Lot 245 – Patrick Sia for Tono Enterprises Pty Ltd (OC1)
Lot 255 & 256– Patrick Sia for Tono Enterprises Pty Ltd (OC1)
Lot 277 & 278 – Patrick Sia for Tono Enterprises Pty Ltd (OC1)
Lot 301 to 357 – Hani Daher for The Trust Company (PTAL) (ZOOM) (OC1, OC3 &OC5)
Lot 401 to 422 – Hani Daher for The Trust Company (PTAL) (ZOOM) (OC1, OC3 & OC5)
Lot 423 to 425 – Ashley Gorrell for The Trust Company (PTAL) (ZOOM) (OC1, OC3 & OC5)
Lot 505 – Raymond Sneddon (OC1, OC4 & OC5)
Lot 506 – Hani Daher for The Trust Company (PTAL) (ZOOM) (OC1, OC4 & OC5)
Lot 519 – Duncan Mars for The Trust Company (PTAL) (OC1, OC4 & OC5)

Noting Attendance, Apologies & Proxies (Continued)

Lot 526 & 602 – Duncan Mars for The Trust Company (PTAL) (OC1, OC4 & OC5)
Lot 608 – Hani Daher for The Trust Company (PTAL) (ZOOM) (OC1, OC4 & OC5)
Lot 702 – Swati Prasad (ZOOM) (OC1, OC4 & OC5)
Lot 706 – Hani Daher for The Trust Company (PTAL) (ZOOM) (OC1, OC4 & OC5)
Lot 714 & 718 – Duncan Mars for The Trust Company (PTAL) (OC1, OC4 & OC5)
Lot 807 – R & D Saba Investments PTY Ltd (ZOOM) (OC1, OC4 & OC5)
Lot 819 & 825 – Hani Daher for The Trust Company (PTAL) (ZOOM) (OC1, OC4 & OC5)
Lot 922 – Philip & Patricia Hunt (OC1, OC4 & OC5)
Lot 924 – Hani Daher for The Trust Company (PTAL) (ZOOM) (OC1, OC4 & OC5)
Lot 1002 – Duncan Mars for The Trust Company (PTAL) (OC1, OC4 & OC5)
Lot 1023 – Michelle Jones (ZOOM) (OC1, OC4 & OC5)
Lot 1118 & 1124 – Hani Daher for The Trust Company (PTAL) (ZOOM) (OC1, OC4 & OC5)
Lot 1308 – Duncan Mars for The Trust Company (PTAL) (OC1, OC4 & OC5)
Lot 1309 – Mohamed Hibishi (OC1, OC4 & OC5)
Lot 1314 – Christopher Allen for Quang Truc Vo (OC1, OC4 & OC5)
Lot 1509 – Duncan Mars for The Trust Company (PTAL) (OC1, OC4 & OC5)
Lot 1511 – Andrei Kononov (OC1, OC4 & OC5)
Lot 1604 – Maryanne Hartley (OC1, OC4 & OC5)
Lot 1614 – Duncan Mars for The Trust Company (PTAL) (OC1, OC4 & OC5)
Lot 1713 – Hani Daher for The Trust Company (PTAL) (ZOOM) (OC1, OC4 & OC5)
Lot 1718 & 1719 - Hani Daher for The Trust Company (PTAL) (ZOOM) (OC1, OC4 & OC5)
Lot 1813 – Duncan Mars for The Trust Company (PTAL) (OC1, OC4 & OC5)
Lot 1901 – Hani Daher for The Trust Company (PTAL) (ZOOM) (OC1, OC4 & OC5)
Lot 1911 – Rodney McGuirk (OC1, OC4 & OC5)
Lot 2015 – Hani Daher for The Trust Company (PTAL) (ZOOM) (OC1, OC4 & OC5)
Lot 2017 – Melissa Clendinen for Julie Effemey (OC1, OC4 & OC5)
Lot 2117 – Terence Grundy (OC1, OC4 & OC5)
Lot 2207 – Melissa Clendinen (OC1, OC4 & OC5)

Apologies

Lot 611 – Alison Dowling (OC1, OC4 & OC5)

Manager(s) in Attendance
Mr Pas Daniele of Australian Body Corporate
Mr Robert Manfredi of Australian Body Corporate

Attendance by Invitation
Mr Sinni Kurtgozoglu of Wyndham
Mr Peter Diaz of Wyndham

Quorum Present

A quorum was not present for **OC1.**
A quorum was not present for **OC2**.
A quorum was present for **OC3.**
A quorum was not present for **OC4.**
A quorum was not present for **OC5**.

Pursuant to Sec 77 of the Owners Corporation Act 2006, a quorum was not present (other than OC3) and as such all ordinary resolutions passed are interim resolutions. Resolutions become

binding on the Owners Corporation 29 days after the date of the meeting unless members representing 25% of the voting entitlement in writing object to the resolutions to the secretary.

Pursuant to Sec 78(4) of the Owners Corporation Act 2006 an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held until the end of that 28 day period.

Please note only members who are financial are allowed to vote on general resolutions of the Owners Corporation. Matters requiring a special or unanimous resolution do not require members to be financial.

3. Acceptance of previous AGM minutes

The minutes of the following meeting were tabled:

Annual General Meeting (29th November 2023)

Members resolved to confirm the minutes of this meeting were an accurate record of the discussions which took place.

4. Reports

a. **Manager –** The manager tabled a report which was accepted by the members present. Mr Daniele took the opportunity to thank the committee and the onsite Wyndham management team for all of the hard work they had undertaken on behalf of the owners corporation during the year.

b. **Committee –** Terence Grundy on behalf of the committee shared a verbal report regarding the Owners Corporation Committee and its accomplishments throughout 2024.

   He noted that the biggest achievement of 2024 was the successful outcome regarding the cladding and finally having the building order removed by the Melbourne City Council. The huge amount of hard work by the committee members (past and present) and legal representatives engaged by the Owners Corporation resulted in the BAB determining that the cladding was safe and could remain.

   In addition to working on the cladding project, the committee have been working towards getting the lifts in the building upgraded. Once the current maintenance and repairs that are scheduled to be completed over the next few months are completed, the committee will be going out to tender for a new lift maintenance agreement. Mr Grundy gave a special thanks to Kristine Hopkins and Lachlan Watts who were part of the lift subcommittee.

   Mr Grundy thanked the entire Owners Corporation committee for their work to date and the Owners Corporation Management company Australian Body Corporate. A special mention went out to Anthony Clendinen and Kristine Hopkins, previous committee members who were heavily involved in the cladding from the beginning in which the result achieved wouldn't have been possible without their input.

Reports (Continued)

Maryanne Hartley made a special mention of the late Marilyn Sneddon, who also was heavily involved on the committee for many years.

Lot owners were invited to get involved if they have any issues, concerns regarding the building and are encouraged to reach out to the OC committee via Australian Body Corporate.

c. **Current Complaints & Reports** - Nil.

5. Presentation and Acceptance of previous years financial reports

Mr Pas Daniele presented the Financial Statements for the Financial Year ending 30 September 2024.

Mr Daniele noted that Willis & Partners had undertaken an independent audit the financial statements for Owners Corporation PS 648185V No. 1 to No. 5 in accordance with the Owners Corporation Act 2006. Mr Daniele noted that the Auditor were of the opinion that the financial reports for the period ending 30 September 2024 represents a true and accurate reflection of the financial position and performance of the Owners Corporation for that financial year.

It was resolved that the financial statements for the financial year ending 30/09/2024 for Owners Corporations 1 to 5 as tabled be confirmed and accepted.

6. Owners Corporation Committee

a. **Election –** It was resolved by ordinary resolution that the following 8 lots (refer to manager's note below) be elected to be appointed as members of the OC committee.

- Lot 2 – Patrick Sia (Proxy)
- Lot 107 – Duncan Mars (Proxy)
- Lot 421 – Hani Daher (Proxy)
- Lot 425 – Ashley Gorrell (Proxy)
- Lot 1604 – Maryanne Hartley
- Lot 1621 – John Wilson
- Lot 2017 – Julia-Anne Effemey
- Lot 2117 – Terence Grundy
- Lot 2207 – Melissa Clendinen

*Manager's Note: A committee nomination request was received after the AGM was held. The appointed committee reviewed the nomination and given that it was from the previous long time committee member, it was resolved to accept the nomination and resolve 9 members be elected to the appointed as members of the OC committee.

It was resolved that a chairperson will be elected at the forthcoming committee meeting.

b. **Election of Grievance Committee –** It was resolved the appointed committee also be appointed as the grievance committee if required.
c. **Election of sub-committee –** It was resolved the appointed committee can appoint a sub-committee if required.
d. **Delegation to the Committee –** It was resolved to delegate to the members of the committee, the functions and powers of the Owners Corporation in accordance with the Owners Corporation Act 2006.

7. Review of Building and Public Liability Cover

The chairman noted that the property has building insurance currently held by Owners Corporation PS648185V.

Details of the policy are:

Policy Period 09/11/2024 – 09/11/2025

Policy No.	HU0006136735
Building Coverage	$309,100,000
Public Liability	$50,000,000
Office Bearer's Liability	$5,000,000
Excess	$5,000 Standard
	$100,000 Fire

Financials Services Declaration
Australian Body Corporate, the manager, is an authorised representative of Strata Community Insurance Australia & CHU Underwriting Agencies P/L & an agent of QBE Insurance (Australia) Ltd & QBE Workers Compensation (NSW) Ltd. The Manager is qualified to give general advice & factual information about insurance, not personal advice. If the Owners Corporation requires specialist insurance advice the manager can refer the Owners Corporation to an insurance advisor. If the manager recommends that your building insurance should be placed with an insurer, the Owners Corporation **acknowledges** and agrees that the recommendation is general advice (not personal) The Owners Corporation should read the Product Disclosure Statement before making a decision to purchase that insurance."

Financial Services Guide and Product Disclosure Statement
Please contact our office is you require a copy of the insurers Financial Services Guide & Product Disclosure Statement.

Standing Direction
Members have resolved that - "To ensure the Owners Corporation continues to have insurance that meets the requirements of the law, Division 6, Part 3 of the Owners Corporations Act 2006, Australian Body Corporate be granted a Standing Direction to automatically renew the Owners Corporation insurance policies annually. This direction is to renew insurance with the same policy benefits and increase the limits of cover by 5% at renewal with committee's approval."

Valuation
Division 6, Part 3 of the Owners Corporations Act 2006 requires the Owners Corporation to maintain Reinstatement Insurance sufficient to cover all costs involved in rebuilding the property to the same size & standard as when new – including architects / engineers fees, town planning charges, connection of utilities, removal of debris etc. as required under the Act.

It was noted that the Owners Corporation recently obtain an updated insurance valuation in October 2023. Building sum insured as per valuation was $269,728,000 (Excl. GST).

Members are reminded that public liability within the Unit, and owner's contents such as carpet, light fittings & business-related items ARE NOT COVERED under Owners Corporation policy. Separate insurance cover should be taken by owners or occupiers to cover such items.

Review of Building and Public Liability Cover (continued)

Excess
Members have previously resolved that the excess payment attached to any claim is payable by the Unit Owner making the claim. The current excess is $5,000 for standard claim and $100,000 for any fire related claims.

Manager's Note: In accordance with the provisions of the current legislation, the insurer issues an insurance commission to the Owners Corporation managers. The fee that the OC manager receives is for assisting in the management of insurance claims, management of insurance policy, the issuing of certificate of currencies and general insurance negotiations on behalf of owners.

It was resolved that the Owners Corporation by ordinary resolution agrees to grant the manager the ability to obtain funding for the purpose of payment of the annul insurance premium should the need arise.

8. Occupational Health & Safety Compliance

The OC will monitor the common areas and will advise the manager of any OH&S concerns.

The building manager will continue to monitor the lift on level 23 for water/potential slips due to residents/guests using the pool area. Additional signage may be required.

If any residents are aware of any potential OH&S on the common property, they are encouraged to report it to either the building manger or Australian Body Corporate.

9. Common Property Maintenance

a. Cleaning/General Maintenance – It was resolved that the current cleaning and maintenance in place remain as is. The building manager and OC committee will monitor and arrange additional works as required as well as review existing contractors to ensure best service and price is being achieved.

b. Lift Maintenance – The members present were updated on the next steps the OC committee are taking RE the lifts in the building. Scheduled works/repairs have been booked in over the next few months including a deep clean of lift shafts and drives as well as rope replacements. And as such, there will be periods where some lifts are out of service during these scheduled repairs. Residents will be made aware of these when possible. Once these have been completed, the OC committee will be going out to tender for the future lift maintenance agreement with the assistance of a lift consultant. It was noted that a terms and conditions of the new agreements will be comprehensive and be performance based. In the meantime, some lot owners were invited to assist a possible new lift sub-committee (if required) with ongoing lift discussions.

c. Other – Nil.

10. Proposed Budget

a. It was resolved that the Owners Corporation accept and adopt the proposed budget(s) as tabled.

(01/10/2024 to 30/09/2025)

Owners' Funds– **OC1** (GST Inc)
Administration Fund $2,073,500.00
Maintenance/Sinking Fund $396,000.00

Owners' Funds– **OC2** (GST Inc)
Administration Fund $49,500.00
Maintenance/Sinking Fund $30,800.00

Owners' Funds– **OC3** (GST Inc)
Administration Fund $66,000.00 (Adjustment Levy required)
Maintenance/Sinking Fund $110,000.00

Owners' Funds– **OC4**(GST Inc)
Administration Fund $35,219.03
Maintenance/Sinking Fund $275,000.00

Owners' Funds– **OC5** (GST Inc)
Administration Fund $107,800.00
Maintenance/Sinking Fund $95,002.60

11. Fees

a. It was resolved that levies will be issued on a quarterly basis.

b. It was resolved that should there be a shortfall in the funds of the Owners Corporation to meet its statutory and or contractual commitments, including maintaining a current insurance policy then the owner's corporation manager may raise a special levy to meet the shortfall in funds to comply with that statutory and or contractual obligation.

12. Debt Collection & Penalty Interest

Arrears
Members have resolved to commence Debt Recovery action against any owner in default of payment of Owners Corporation Fees & Charges.

Penalty Interest
Members resolved that - "Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006" for any amounts outstanding greater than 90 days.

Legal Action
Members resolved that - "That the Owners Corporation Manager is authorized to commence legal proceedings in either the Victorian Civil & Administrative Tribunal or the Magistrates' Court of Victoria for the recovery of outstanding contributions and charges for any lot when necessary to do so."

12. Debt Collection & Penalty Interest (Continued)

Cost Recovery
Members resolved "That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation."

13. Appointment of Owners Corporation Manager

Australian Body Corporate expressed appreciation for the opportunity to continue to work for the members with regards to management services. All powers and functions (capable of being delegated) were delegated to the manager under and in accord with the OC Act 2006.

A Contract of Appointment (COA) has been provided to the appointed committee for review. This COA appointing Australian Body Corporate for additional 1 year will be signed pending a review of the COA content.

14. General Business

a. **Emergency Services** – The manager explained to members that Australian Body Corporate uses ROSCON (**1800 767 266**) for all after hours emergency services to the common property. Commencing 2021, ROSCON will be charging an annual subscription. After hours call out will be charged in addition to this annual subscription.

   The Owners Corporation resolved to pay this annual subscription.

b. **Electronic Communication (email)** – It was resolved that all communication including levies be emailed out to all owners (who have a valid email address)

c. **BAB Decision RE Cladding -** Refer to comments in committee report. As already noted, a successful outcome was achieved where the building order was finally removed by Melbourne City Council.

d. **Other items** – N/A.

e. **Date of next AGM** – It was resolved that the next AGM will be held late November 2025 with consultation with the OC committee.

Final comments were made by Duncan Mars of Wyndham thanking Sinni Kurtgozoglu for the amazing works he does as the building manager. This appreciation was echoed by the members present.

Pas Daniele also thanked the ongoing support of Sinni and the OC committee.

15. Close of Meeting

As there was no other business the meeting closed at 4:55 pm.

19th December 2024
Minutes Prepared by:

Robert Manfredi
Owners Corporation Manager
For and on behalf of OC PS 648185V / OC1-5

Benjamin & Benjamin Insurance Brokers Pty Ltd
a Corporate Authorised Representative (No: 001000626) of
McLardy McShane Partners Pty Ltd AFSL No: 232987
ABN 14 064 465 309
Level 6, 198 Harbour Esplanade
Docklands Vic 3008
P: 1800 236 526
E: paul@benjamin-ig.com.au

BENJAMIN BENJAMIN
INSURANCE GROUP

Attention: Kristin Truong
Company: Aus Body Corporation

From: Nate Wolland

CERTIFICATE OF INSURANCE

We hereby confirm that we have arranged the insurance cover mentioned below:

Owners Corporation 648185V, OC 1,2,3,4,5
C/- Australian Body Corporate
PO Box 278
DONCASTER HEIGHTS VIC 3109

Date: 11/11/2024
Our Reference: OC648185V
RENEWAL

Class of Policy: Strata Title Insurance
Insurer: Co-insurance

ABN:

The Insured: Owners Corporation 648185V, OC 1,2,3,4,5

Policy No: HU0006136735
Invoice No: 222873
Period of Cover:
From 09/11/2024
to 09/11/2025 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- ☐ is to be received and accepted by the Insurer
- ☑ has been received and accepted by the Insurer

The total premium as at the above date is:

- ☐ to be paid by the Insured
- ☐ part paid by the Insured
- ☑ paid in full by the Insured
- ☐ paid by monthly direct debit

Premium Funding

- ☐ This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Class of Policy:	Strata Title Insurance	**Policy No:**	HU0006136735
The Insured:	Owners Corporation 648185V, OC 1,2,3,4,5	**Invoice No:**	222873
		Our Ref:	OC648185V

Residential Strata Insurance Plan

The Insured	OWNERS CORPORATION PLAN PS 648185
Situation	199 WILLIAM STREET MELBOURNE VIC 3000
Policy Period	09/11/2024 to 09/11/2025 at 4:00pm

Policies Selected

Policy 1 – Insured Property

Building: $309,100,000
Common Area Contents: $2,100,000
Loss of Rent & Temporary Accommodation (total payable): $46,365,000

Policy 2 – Liability to Others

Sum Insured: $50,000,000

Policy 3 – Voluntary Workers

Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: $100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: $5,000,000

Policy 6 – Machinery Breakdown

Sum Insured: $500,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 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

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: $250,000

Flood Cover:
CHU 50% - Full Cover
AIG 25% of a total of $5,000,000 ($1,250,000)
AXA XL 25% of a total of $5,000,000 ($1,250,000)

Excesses

Policy 1 – Insured Property

Standard: $5,000 Fire: $100,000

Policy 6 – Machinery Breakdown

Standard: $5,000
Machinery Breakdown – Chiller: $5,000

Class of Policy:	Strata Title Insurance	**Policy No:**	HU0006136735
The Insured:	Owners Corporation 648185V, OC 1,2,3,4,5	**Invoice No:**	222873
		Our Ref:	OC648185V

Other excesses payable are shown in the Policy Wording.

CHU ENDORSEMENTS

ACP Endorsement

CHU 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 'Policy 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.

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

Notes

Coinsurance applies:

The sums insured stated in this Schedule represents 100% of the total sums insured that form part of a coinsurance program.

CHU's participation is limited to 50% of the sums insured for Policy 1 - Insured Property and Policy 7 - Catastrophe and Policy 9 - Lot owners fixtures and improvements, where those sections are shown as selected, in this Schedule as the lead insurer.

Please refer to attached Supplementary Product Disclosure Statement for Co-Insurance (QM8796).

CHU Capacity Summary

POLICIES 1 ,7 and 9

50%	CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 PO Box 5721, Perth, WA 6831 CHU Underwriting Agencies Pty Ltd is an underwriting agency who has placed the policy with QBE Insurance (Australia) Limited ABN 78 003 191 035 82 PITT STREET, SYDNEY NSW 2000
25%	AIG AUSTRALIA LIMITED ABN 93 004 727 753 Level 12, 717 Bourke St, Docklands VIC 3008
25%	AXA INSURANCE AUSTRALIA LIMITED ABN 41 007 214 155 PO BOX 398, SOUTH YARRA

POLICIES 2-6,8

100%	CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 PO Box 5721, Perth, WA 6831 CHU Underwriting Agencies Pty Ltd is an underwriting agency who has placed the policy with QBE Insurance (Australia) Limited ABN 78 003 191 035 82 PITT STREET, SYDNEY NSW 2000

Schedule of Insurance

Class of Policy:	Strata Title Insurance	**Policy No:**	HU0006136735
The Insured:	Owners Corporation 648185V, OC 1,2,3,4,5	**Invoice No:**	222873
		Our Ref:	OC648185V

All the values on this Certificate of Currency are correct as at 09 November 2024 nd may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.
This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.
The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

2 December 2021

CITY OF MELBOURNE
GPO Box 1603
Melbourne VIC 3001
Phone (03) 9658 9658
www.melbourne.vic.gov.au
DX210487
ABN 55 370 219 287

Body Corporate Services
Level 14
575 Bourke St
MELBOURNE VIC 3000

Dear Sir/Madam

BUILDING ORDER – MINOR WORK: 713881

189-203 William Street Melbourne VIC 3000

I refer to the attached copy of the building order for minor work dated 2 December 2021 issued to you pursuant to Section 113 of the *Building Act 1993* in relation to the property at the above mentioned address.

The building order requires that you carry out the building work as detailed in the order within the prescribed time frame.

I strongly urge you to comply with the requirements of the order. Should you fail to comply with this order, Council may pursue legal proceedings against you without any further notice to you and will seek to have all costs incurred, reimbursed from the Courts inclusive of legal costs. Please note that should the building work as detailed in the order not be undertaken, the Council as part of the prosecution proceedings may seek an order from the Court that will require the works to be undertaken.

Buildings of heritage significance may require further approvals or adherence to design parameters prior to the undertaking of any works that are the subject of the order. It is recommended that you contact Melbourne City Council's Planning Department on 9658 9658 to determine any planning permit requirements.

Please be advised that pursuant to Section 118 of the *Building Act 1993,* the penalty for a person/s that breach or do not comply with an order can be fined up to 500 penalty points by the Court in the case of a natural person and 2,500 penalty units in the case of a body corporate.

Please contact me should you have any queries in relation to these matters.

Yours faithfully

Roberto Hernandez
Building Control Officer

Phone: 03 9658 9407
Email: roberto.hernandez@melbourne.vic.gov.au

Our reference: 713881

Form 14 Regulation 182 (3), Building Regulations 2018

BUILDING ORDER – MINOR WORK

Section 113 of the *Building Act 1993*

CITY OF MELBOURNE

Order No: 713881

This order is made under section 113 of the *Building Act 1993.*

TO: Body Corporate Services
Level 14
575 Bourke St
MELBOURNE VIC 3000

FROM: I am a delegate of the municipal building surveyor of the City of Melbourne.
I am authorised by section 113 of the *Building Act 1993* to make this building order.

LOCATION OF THE BUILDING TO WHICH THIS ORDER APPLIES:

189-203 William Street Melbourne VIC 3000

ORDER:

I, as the relevant building surveyor, order that:

1. By 5PM on 11 January 2022, the owner of the building MUST carry out the following building work as required by the Building Regulations 2018:

    1.1. Carry out maintenance to the existing swimming pool gate so that it is self-latching and self-closing in accordance with AS1926.1–2012 and Regulation 138.

    1.2. Carry out maintenance to the following fire doors and associated self-closing, automatic closing and latching mechanisms in accordance with AS1851–2005:

        1.2.1. Level 19, fire-isolated stair door number: 11202,

        1.2.2. Level 19, fire-isolated stair door number: 06755,

        1.2.3. Level 18, fire-isolated stair door number: 06752,

        1.2.4. Level 5, fire-isolated stair door number: 06727,

        1.2.5. Level 5, fire-isolated stair door number: 02977,

        1.2.6. Level 4, fire-isolated stair door number: 02935,

        1.2.7. Level 4, fire-isolated stair door number: 02920,

        1.2.8. Level 3, fire-isolated stair door number: 02381,

        1.2.9. Level 3, fire-isolated stair door number: 02389,

        1.2.10. Level 3, fire-isolated stair door number: 02393,

        1.2.11. Level 2, fire-isolated stair door number: 02354,

1.2.12. Level 2, fire-isolated stair door number: 06721,

1.2.13. Level 2, fire-isolated stair door number: 02344,

1.2.14. Level 2, fire-isolated stair door number: 02343,

1.2.15. Level 2, fire-isolated stair door number: 02342,

1.2.16. Level 1, fire-isolated stair door number: 02325,

1.2.17. Level 1, fire-isolated stair door number: 14611,

1.2.18. Level 1, fire-isolated stair door number: 02324, and

1.2.19. Ground level, fire-isolated stair door number: 02318.

1.3. Install Fire Orders in accordance with BCA DTS Clause G4.9 as required by Omnii Fire Engineering Report No. 2727100, Revision H, dated November 2017 to the following locations:

1.3.1. Level 19 to show the correct floor plan layout,

1.3.2. Lower ground level to show the correct path of travel to exits, and

1.3.3. All levels to show Fire Telephone Jack Point locations and remove WIP wording.

1.4. Repair/replace artificial lighting in accordance with BCA DTS Clause F4.4 and AS/NZS1680.0–2009 to ensure suitable illumination to the fire-isolated stairways within the following locations:

1.4.1. Level 19, and

1.4.2. Level 4.

1.5. Remove hold open device fitted to laundry room fire door on level 4 to ensure the fire door self-closes in accordance with BCA DTS Clause C3.8.

1.6. Remove obstruction (cyclone fence and gate) in western fire-isolated stairway between level 4 and 5 in accordance with BCA DTS Clause D1.6.

1.7. Install exit sign above fire door to eastern fire-isolated stairway on level 2 in accordance with BCA DTS Clause E4.5 and AS2293.1.

1.8. Install directional exit signage within fire-isolated stairway serving carpark between basement and lower ground floor to indicate direction to required exit at lower ground in accordance with BCA DTS Clause D4.6 and AS2293.1.

1.9. Repair/replace exit sign to lower ground carpark adjacent to the fire-isolated stairway to ensure suitable illumination in accordance with BCA DTS Clause E4.5 and AS2293.1.

1.10. Repair/replace directional exit sign to lower ground carpark adjacent to the fire-isolated stairway to ensure suitable illumination in accordance with BCA DTS Clause E4.5 and AS2293.1.

1.11. Provide 17 additional spare sprinkler heads to the sprinkler pump room to ensure that 24 spare sprinkler heads have been provided in accordance with AS1851–2005.

1.12. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Diesel Fire Pumpsets in accordance with AS1851–2005.

1.13. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Automatic Fire Sprinkler Systems in accordance with AS1851–2005.

1.14. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Electric Fire Pumpsets in accordance with AS1851–2005.

1.15. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Fire Extinguishers in accordance with AS1851–2005.

1.16. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Fire Blankets in accordance with AS1851–2005.

1.17. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Fire Hose Reels in accordance with AS1851–2005.

1.18. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Fire Hydrant Systems in accordance with AS1851–2005.

1.19. Engage a suitably qualified contractor to conduct a 5 yearly test for the Fire Hydrant System, incorporating the hydrostatic test, in accordance with AS1851–2005.

2. By 5PM on 11 January 2022, the owner of the building MUST carry out the following other work as required by the Building Regulations 2018:

2.1. Prepare the annual essential safety measures report in accordance with Regulation 223.

2.2. Provide a copy of the approved Fire Engineering Report at either of the approved locations specified in Omnii Fire Engineering Report No. 2727100, Revision H, dated November 2017.

INSPECTION DETAILS:

The date and time of any inspection relied on by myself as the relevant building surveyor for the purpose of making this order, and the name and qualifications of the person or persons who conducted the inspection are—

Time of inspection: 10:00 AM
Date of inspection: 4 November 2021
Name of person/persons: Roberto Hernandez
Qualification(s) of person/persons: Advanced Diploma in Building Surveying

REASON(S) WHY THIS ORDER WAS MADE:

3. In accordance with section 113 of the Building Act 1993, I am of the opinion that—

3.1. **The work required by this order is of a minor nature.**

3.2. **Building work of a minor nature is required to be carried out.**
The building work required by this order is:

3.2.1. Carry out maintenance to the existing swimming pool gate so that it is self-latching and self-closing in accordance with AS1926.1–2012 and Regulation 138, as the swimming pool gate does not self-close and self-latch.

3.2.2. Carry out maintenance to the following fire doors and associated self-closing, automatic closing and latching mechanisms in accordance with AS1851–2005:

3.2.2.1. Level 19, fire-isolated stair door number: 11202,

3.2.2.2. Level 19, fire-isolated stair door number: 06755,

3.2.2.3. Level 18, fire-isolated stair door number: 06752,

3.2.2.4. Level 5, fire-isolated stair door number: 06727,

3.2.2.5. Level 5, fire-isolated stair door number: 02977,

3.2.2.6. Level 4, fire-isolated stair door number: 02935,

3.2.2.7. Level 4, fire-isolated stair door number: 02920,

3.2.2.8. Level 3, fire-isolated stair door number: 02381,

3.2.2.9. Level 3, fire-isolated stair door number: 02389,

3.2.2.10. Level 3, fire-isolated stair door number: 02393,

3.2.2.11. Level 2, fire-isolated stair door number: 02354,

3.2.2.12. Level 2, fire-isolated stair door number: 06721,

3.2.2.13. Level 2, fire-isolated stair door number: 02344,

3.2.2.14. Level 2, fire-isolated stair door number: 02343,

3.2.2.15. Level 2, fire-isolated stair door number: 02342,

3.2.2.16. Level 1, fire-isolated stair door number: 02325,

3.2.2.17. Level 1, fire-isolated stair door number: 14611,

3.2.2.18. Level 1, fire-isolated stair door number: 02324, and

3.2.2.19. Ground level, fire-isolated stair door number: 02318,

as the fire doors do not self-close and self-latch.

3.2.3. Install Fire Orders in accordance with BCA DTS Clause G4.9 as required by Omnii Fire Engineering Report No. 2727100, Revision H, dated November 2017 to the following locations:

3.2.3.1. Level 19 to show the correct floor plan layout, as the incorrect floor plan layout is currently displayed,

3.2.3.2. Lower ground floor to show the correct path of travel to exits, as the floor plan does not show the correct path of travel to exits, and

3.2.3.3. All levels to show Fire Telephone Jack Point locations and remove WIP wording, as the floor plan does not show the Fire Telephone locations and incorrectly shows WIP locations.

3.2.4. Repair/replace artificial lighting in accordance with BCA DTS Clause F4.4 and AS/NZS1680.0–2009 to ensure suitable illumination to the fire-isolated stairways within the following locations:

3.2.4.1. Level 19, and

3.2.4.2. Level 4,

as the artificial lighting to the fire-isolated stairways was not operating.

3.2.5. Remove hold open device fitted to laundry room fire door on level 4 to ensure the fire door self-closes in accordance with BCA DTS Clause C3.8, as the hold open device allows fire door to be held in the open position.

3.2.6. Remove obstruction (cyclone fence and gate) in western fire-isolated stairway between level 4 and 5 in accordance with BCA DTS Clause D1.6, as the fence and gate obstructs egress through the required exit.

3.2.7. Install exit sign above fire door to eastern fire-isolated stairway on level 2 in accordance with BCA DTS Clause E4.5 and AS2293.1, as exit sign is not installed.

3.2.8. Install directional exit signage within fire-isolated stairway serving carpark between basement and lower ground floor to indicate direction to required exit at lower ground in accordance with BCA DTS Clause D4.6 and AS2293.1, as directional exit signage is not installed.

3.2.9. Repair/replace exit sign to lower ground carpark adjacent to the fire-isolated stairway to ensure suitable illumination in accordance with BCA DTS Clause E4.5 and AS2293.1, as the exit sign was not illuminated.

3.2.10. Repair/replace directional exit sign to lower ground carpark adjacent to the fire-isolated stairway to ensure suitable illumination in accordance with BCA DTS Clause E4.5 and AS2293.1, as the directional exit sign was not illuminated.

3.2.11. Provide 17 additional spare sprinkler heads to the sprinkler pump room to ensure that 24 spare sprinkler heads have been provided in accordance with AS1851–2005, as there was only 7 additional spare sprinkler heads provided to the sprinkler pump room.

3.2.12. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Diesel Fire Pumpsets in accordance with AS1851–2005, as the maintenance logbook listed defects.

3.2.13. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Automatic Fire Sprinkler Systems in accordance with AS1851–2005, as the maintenance logbook listed defects.

3.2.14. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Electric Fire Pumpsets in accordance with AS1851–2005, as the maintenance logbook listed defects.

3.2.15. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Fire Extinguishers in accordance with AS1851–2005, as the maintenance logbook listed defects.

3.2.16. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Fire Blankets in accordance with AS1851–2005, as the maintenance logbook listed defects.

3.2.17. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Fire Hose Reels in accordance with AS1851–2005, as the maintenance logbook listed defects.

3.2.18. Engage a suitably qualified contractor to undertake maintenance and rectify defects to the Fire Hydrant Systems in accordance with AS1851–2005, as the maintenance logbook listed defects.

3.2.19. Engage a suitably qualified contractor to conduct a 5 yearly test for the Fire Hydrant System, incorporating the hydrostatic test, in accordance with AS1851–2005, as the maintenance logbook listed defects.

3.3. **Other work of a minor nature is required to be carried out.**
The other work required by this order is:

3.3.1. Prepare the annual essential safety measures report in accordance with Regulation 223, as required by Regulation 223 (1).

3.3.2. Provide a copy of the approved Fire Engineering Report at either of the approved locations specified in Omnii Fire Engineering Report No. 2727100, Revision H, dated November 2017, as required by the Fire Engineering Report.

BUILDING ORDER MADE BY:

Andre Vermeulen
Deputy Municipal Building Surveyor
Delegate of the Municipal Building Surveyor
Building practitioner registration no.: IN-U 27006, BS-U 26093

Address: Council House 2, Level 3, 240 Little Collins Street, Melbourne VIC 3000

Signature:

Avermeulen

Important: Pursuant to Section 230 of the *Building Act 1993*, I hereby advise you that a member of the City of Melbourne - Building Control Group will conduct an inspection of the Building after expiry of the time period/s detailed in this Order.

If you have any queries in relation to this document, please contact Roberto Hernandez on the contact details below:
Phone: 03 9658 9407
Email: roberto.hernandez@melbourne.vic.gov.au

Dated: 2 December 2021
Order No: 713881

NOTES:

Duration of Order
Pursuant to Section 117 of the Act, a building order remains in force (and if amended remains in force as amended) until it is complied with or it is cancelled by the Municipal Building Surveyor or the Building Appeals Board.

Amendment or Cancellation of Order
Pursuant to Section 116 of the Act, if there is a change in circumstances after the service of a building order, the owner may request the Municipal Building Surveyor to amend or cancel the order.

Penalty for Failure to Comply
Pursuant to Section 118(1) of the Act, a person to whom a building order is directed must comply with that order [penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate].

Appeals to the Building Appeals Board
Pursuant Section 142(2) of the Act an owner of a building or land, may appeal to the Building Appeals Board against;

- the making of a building order applying to that building or land
- the imposition of any condition in the building order
- a refusal to amend or cancel a building order
- a failure, within a reasonable time, to amend or cancel a building order, or
- a requirement under Division 3 of Part 8 that the building order be fully complied with

In accordance with section 146 of the Act and Regulation 271 of the Building Regulations 2018, the prescribed appeal period is thirty (30) days from the date of service of this order. Application forms and advice on appeals can be obtained from the Building Appeals Board on telephone number 1300 421 082.

Subsequent Owners of the Land
Pursuant to section 236 of the Act, this building order is binding on every subsequent owner of the land.

Completion of Work
Pursuant to section 120 of the Act, the owner must notify the Municipal Building Surveyor in writing, without delay, on completion of the work required to be carried out by a building order.
(Failure = Maximum Penalty of 50 Penalty Units).

Failure to Comply
Pursuant to section 118 of the Act, a person to whom a building order or emergency order is directed must comply with that order.
(Failure = Maximum Penalty of 500 Penalty Units in the case of a natural person. 2500 Penalty Units in the case of a body corporate).

Owners Corporation Rules

Owners Corporation No. 1 plan no: PS648185V

Property: 189 - 203 William Street and
518 – 532 Little Bourke Street, Melbourne, Victoria

Middletons
Melbourne office
Ref: BBOA.JTL.10039349

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Owners Corporation Rules

Owners Corporation No.1 on plan no: PS648185V

Property: 189 – 203 William Street and 518 – 532 Little Bourke Street, Melbourne, Victoria

1. Definitions and interpretation

1.1 Defined terms

In these Rules:

(a) **Act** means the *Subdivision Act 1988 (Vic)*;

(b) **Advertising Space** means any part of the Common Property designated by the Owners Corporation for advertising purposes and includes any advertising space on any pylon, directory board or external façade of any building on the Common Property;

(c) **Authority** means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;

(d) **Common Property** means the common property shown as common property on the Plan;

(e) **Developer** means Hengyi Australia Pty Ltd ACN 146 702 687;

(f) **Development** means the residential and retail development at 189 – 203 William Street and 518 – 532 Little Bourke Street, Melbourne, Victoria;

(g) **Member** means a member of the Owners Corporation;

(h) **Occupier** means an occupier of a lot on the Plan;

(i) **Owners Corporation** means owners corporation plan no: PS648185V;

(j) **Plan** means plan of subdivision PS648185V;

(k) **Rules** means these rules;

(l) **Security Key** means a key, magnetic card or other device used to open and close doors, gates, windows or locks of a lot or the Common Property; and

(m) **Serviced Apartment** means a lot which is not restricted by the inclusion of a restrictive covenant on the certificate of title to the lot from being used as a serviced apartment;

(n) **Services** means the services and utilities provided for a lot or the Common Property including water, gas, electricity, lighting, sanitation, air-conditioning and ventilation, lights, escalators, elevators, fire control, security, telephone, facsimile, computer services and communications together with all plant and equipment needed to provide them.

1.2 Interpretation

In these Rules, unless the context requires otherwise:

(a) a heading may be used to help interpretation, but is not legally binding;

(b) a gender includes the other genders;

(c) the word "person" includes a natural person and any body or entity whether incorporated or not;

(d) a reference to a person includes that person's successors, personal representatives and permitted assigns;

(e) if 2 or more people are described as a party, each person is liable for their obligations and entitled to their rights jointly and severally;

(f) a reference to all or any part of a statute, ordinance or other law (**statute**) includes:

(i) any rules, regulations or other instruments made under that statute; and

(ii) that statute as amended, consolidated, re-enacted or replaced from time to time;

(g) a reference to an owners corporation includes any elected committee of the owners corporation,

(h) the word "include" or any form of that word, when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind; and

(i) a reference to a thing includes a part of that thing.

2. The Owners Corporation may grant special rights

2.1 Special rights

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

2.2 A Member must not interfere with another's rights

A Member or Occupier must not:

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

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

3. Members' obligations

3.1 A Member must do these things

A Member or Occupier must:

(a) keep their lot clean and in good repair;

(b) clean the windows and, to the extent that there is direct access to the exterior of the lot from their lot, the exterior of their lot, and keep them in good repair;

(c) promptly repair all broken glass or replace it with glass of the same or similar quality;

(d) keep any plants, gardens and lawns on their lot trimmed, well watered and in good condition and only use planter boxes, pot plants or similar which retain all water that drains from the planter box, pot plant or similar;

(e) remove any item or thing which is on any balcony or any exterior part of a their lot after being given notice by the Owners Corporation to removed that item or thing after the Owners Corporation has resolved that the item or thing is causing a nuisance or adversely affects the use and enjoyment of the Building, lots or Common Property by members and occupiers;

(f) keep their lot secure;

(g) use the Services, driveways, pathways and any other facilities in a lot or on any part of the Common Property only for their designated purpose;

(h) use any items placed on the Common Property by the Owners Corporation only for their designated purpose;

(i) promptly notify the Owners Corporation on becoming aware of:

  (i) any damage or defect in a lot, the Common Property or to any Services; and

  (ii) anything likely to cause danger or risk to any person or property in or near a lot or the Common Property;

(j) must be appropriately clothed when on any part of a lot visible from another lot and when on any part of the Common Property; and

(k) comply with any parking directions given orally or published by the Owners Corporation in respect of parking and driving on or about the Common Property.

3.2 A Member may do these things with Owners Corporation consent

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

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

(b) install, attach or hang any window coverings or awnings;

(c) install any blinds, bars, screens, grilles or other window or door furnishings or fittings on the exterior of any windows or doors;

(d) put anything in their lot which is visible from outside their lot or on any balcony or terrace which is inconsistent with the appearance of other lots or the Common Property or adversely effects the outward appearance of their lot or the Common Property;

(e) hang a wind chime or other item on or from a balcony or terrace;

(f) store or use dangerous or flammable substances except Owners Corporation consent is not needed for storage or use of dangerous or flammable substances:

(i) in the normal conduct of the Member's or Occupier's use of their lot;

(ii) only in such quantities permitted by law; and

(iii) only if stored strictly in accordance with all relevant safety standards; and

(g) do anything which may cause any insurance premium payable by the Owners Corporation to be increased.

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

A Member or Occupier must not:

(a) obstruct the lawful use of Common Property by any person;

(b) make any noise or behave in a way likely to interfere with the peaceful enjoyment of any person in another lot or lawfully using Common Property;

(c) allow any hazardous, noxious, offensive or unlawful thing to happen including anything causing annoyance, nuisance, danger or damage to any person or property;

(d) paint, finish, mark, damage, deface or otherwise alter the exterior of any building or improvement forming part of any lot or the Common Property;

(e) tint or otherwise treat any windows or other glazed parts of their lot or the Common Property;

(f) obstruct any of the entrances, exits or passages to any lot or to or on the Common Property;

(g) throw anything over any balcony or from any Common Property;

(h) use any balcony or terrace as a place of storage;

(i) keep or allow a planter box, plant pot or similar to be placed on a balcony or terrace of their lot which allows water to drain through drainage holes;

(j) do anything which may invalidate or suspend any insurance policy effected by the Owners Corporation;

(k) hinder or obstruct any contractor or workman employed by the Owners Corporation;

(l) use offensive language or behave in a way which may cause offence or embarrassment to another person;

(m) subject to Rule 26.6, smoke or drink alcohol in any part of the Common Property;

(n) throw cigarette butts or cigarette ash on the Common Property;

(o) allow any child under the Member's or Occupier's control to play on any part of the Common Property;

(p) allow any child under the Member's or Occupier's control to be in any part of the Common Property which may be dangerous or hazardous to children, including any car park, driveway, stairs or swimming pool, unless the child is with an adult;

(q) allow any person under the Member's or Occupier's control to use skateboards, roller skates or roller blades on the Common Property;

(r) remove any item from the Common Property which has been placed there by the Owners Corporation;

(s) interfere with or modify any Services;

(t) interfere with or modify any intercom, television aerial or communication system;

(u) enter any plant room;

(v) operate any electronic or other equipment which interferes with any television, radio, telephone, computer or domestic appliances lawfully being used on any other lot or the Common Property;

(w) install or use any intruder alarm which makes a sound which can be heard from outside their lot;

(x) use a barbecue or other cooking appliance on any Common Property except any barbecue supplied by the Owners Corporation on Common Property and then only in accordance with any direction issued by the Owners Corporation regarding its use;

(y) hang any clothing, towel, bedding or other item in a place which can be seen from outside their lot;

(z) except in accordance with Rule 17, put up any 'for sale' or 'for lease' signs on Common Property; and

(aa) damage any plants, gardens and lawns on the Common Property.

3.4 Damage to Common Property

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

4. Rubbish disposal

4.1 A Member must do these things

A Member or Occupier must:

(a) keep rubbish in appropriate containers and make sure rubbish is cleared on collection days; and

(b) comply with any directions of the Owners Corporation concerning disposal or recycling of rubbish.

4.2 Specific things a Member must do

Without limiting Rule 4.1, a Member or Occupier must:

(a) clean, drain and place glass, unbroken, in the area which the Owners Corporation provides for this purpose;

(b) store recyclable items, including paper and plastic, in the area which the Owners Corporation provides for this purpose;

(c) flatten cardboard and packaging and place it neatly in the area which the Owners Corporation provides for this purpose; and

(d) drain and securely wrap rubbish in small parcels or bags and put them in the rubbish chute if there is one.

4.3 A Member must not do these things

A Member or Occupier must not:

(a) leave any rubbish, pallet, equipment or articles of any kind on the Common Property except in a receptacle or area specifically provided for that purpose by the Owners Corporation;

(b) deposit any hard rubbish or flammable materials through any rubbish chute; or

(c) burn rubbish or other materials in their lot or on the Common Property.

4.4 Retail area

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

(a) take out their own rubbish bins on each rubbish collection day to the bin collection area nominated by the Owners Corporation and bring the bins in before 9.00 am on each collection day Monday to Saturday, and before 10.00 am on Sundays;

(b) avoid unnecessary noise when filling rubbish bins and make sure that contractors pick up the bins between the hours of 6.00 am and 9.00 am Monday to Saturday, and 6.00 am and 10.00 am Sundays;

(c) make sure that lids on the bins are securely closed at all times and that the bins are kept clean;

(d) store all bins, bottles, cardboard, paper and any other refuse within their lot (but not any car park forming part of their lot) or in the area which the Owners Corporation provides for this purpose;

(e) only place rubbish bins, bottles, cardboard, paper or any other refuse on Common Property provided by the Owners Corporation for rubbish bin and recycling collection at the appropriate times for collection;

(f) make sure that any perishable rubbish is refrigerated and hidden from view; and

(g) wash rubbish bins only within their lot (excluding any car park forming part of their lot) or in the area which the Owners Corporation provides for this purpose.

5. Animals

5.1 Members must not keep animals

Subject to rule 5.3, a Member or Occupier must not keep any animals in or near their lot or the Common Property, except for disability assistance dogs (**Permitted Animals**).

5.2 Rules for Permitted Animals

A Member or Occupier must make sure that any Permitted Animal:

(a) is properly restrained and kept on a leash or carried in a cage at all times when on Common Property;

(b) does not urinate or defecate on Common Property;

(c) enters or leaves their lot through the basement and not through the main entrance lobby, if there is one; and

(d) is permanently removed from their lot or the Common Property after the Member or Occupier is requested to do so by the Owners Corporation if the Owners Corporation has resolved that the Permitted Animal is causing a nuisance.

5.3 Application to Owners Corporation to keep animals

(a) A Member or Occupier may make an application to the Owners Corporation to keep an Animal, not including Permitted Animals, in or near their lot or the Common Property (**Application**).

(b) The Application to the Owners Corporation must set out:

(i) details of the Animal the subject of the application; and

(ii) any other information or details as may be reasonably requested by the Owners Corporation in relation to the Application.

(c) The Owners Corporation may, in its absolute discretion, approve the Application conditionally or unconditionally.

(d) Without limiting rule 5.3(c), approval of the Application will always be subject to the following conditions:

(i) the approval granted by the Owners Corporation relates exclusively to the Animal the subject of the Application in relation to the lot owned or occupied by the Member and Occupier;

(ii) a Member or Occupier must make a separate Application to the Owners Corporation for any additional Animal;

(iii) the Owners Corporation may withdraw its approval to the Application at any time, in its absolute discretion, including due to any complaints from other Members or Occupiers relating to noise, smell or the Animal's behaviour; and

(iv) where the Owners Corporation withdraws its approval in accordance with rule 5.3(d)(iii), the Animal must be removed from the Development within 14 days of receiving written notification from the Owners Corporation.

(e) A Member or Occupier must make sure that any Animal:

(i) is not left unattended by the Member or Occupier at any time when on the Common Property;

(ii) is properly restrained and kept on a leash or carried in a cage at all times when on Common Property;

(iii) does not urinate or defecate on Common Property and, where the Animal does urinate or defecate on Common Property, the Member or Occupier must immediately attend to clean up or removal; and

(iv) enters or leaves their lot through the basement and not through the main entrance lobby, if there is one.

(f) The Member or Occupier acknowledges and agrees:

(i) to indemnify the Owners Corporation against any claims, demands, actions, proceedings, losses, costs, expenses and damages caused directly or indirectly from any damage or harm to persons or property at the Development caused or contributed to by the Animal; and

(ii) releases the Owners Corporation from any such claims, demands, actions, proceedings, losses, costs, expenses and damages.

(g) In this rule, **Animal** means any domestic or tamed animal kept by a person for companionship or pleasure rather than utility but, at all times, to be at the discretion of the Owners Corporation.

6. Vehicles on the Common Property

6.1 A Member must do these things

A Member or Occupier must:

(a) only use car parking spaces to park vehicles;

(b) promptly clean up any oil or other fluid emitted by any vehicle the Member or Occupier brings into the Common Property;

(c) observe any parking directions given by the Owners Corporation;

(d) observe every traffic sign on or at the entrance or exit of any car parking spaces;

(e) observe any condition of entry of the Owners Corporation concerning the car parking spaces;

(f) make sure that any vehicle is parked wholly within a marked car parking space; and

6.2 A Member must not do these things

A Member or Occupier must not:

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

(b) park or leave a vehicle on Common Property so as to obstruct a driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation;

(c) leave any unregistered vehicle on a lot or on the Common Property;

(d) park in an area allocated for visitor parking; or

(e) allow a visitor to park in a visitor parking area for more than 48 hours.

6.3 The Owners Corporation may do these things

The Owners Corporation may:

(a) move any vehicle which is not parked wholly within a marked car parking space;

(b) move any vehicle which is not parked in the spot designated for that vehicle;

(c) install traffic signs in the car parking area and the entrances and exits to the car parking area; and

(d) designate car parks, including by numbering or line marking.

7. Bicycle storage

A Member or Occupier must:

(a) store any bicycle in the area which the Owners Corporation provides for this purpose; and

(b) not bring any bicycle into a lot or any part of the Common Property, including the foyers, stairwells, hallways, garden areas, balconies or any other area designated by the Owners Corporation.

8. Storage cage

A Member or Occupier must:

(a) not install a storage cage without Owners Corporation consent;

(b) only line storage cages with black shade cloth; and

(c) not modify the external appearance of a storage cage.

9. Using the Gym and Pool

9.1 Meaning of words

In these Rules:

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

Pool means any swimming pool, spa or wading pool on the Common Property; and

Pool Area means the area surrounding the Pool as designated by the Owners Corporation.

9.2 Rules for using the Gym and Pool

The following Rules apply to the use of the Gym, the Pool and the Pool Area:

(a) the Gym, Pool and Pool Area may only be used by Members, Occupiers and their guests;

(b) guests may use the Gym, Pool and Pool Area only if accompanied by a Member or Occupier;

(c) the Gym, Pool and Pool Area must not be used for any commercial purpose, including use by personal trainers except with the written consent of the Owners Corporation;

(d) appropriate clothing and footwear must be worn in the Gym, Pool and Pool Area;

(e) no food or alcohol can be taken into the Gym, Pool or Pool Area;

(f) no music is allowed in the Gym, Pool or Pool Area without the consent of the Owners Corporation or the caretaker or the Gym, Pool and Pool Area operator or manager (if applicable);

(g) smoking is not permitted in the Gym, Pool or Pool Area;

(h) the hours of use for the Gym, Pool and Pool Area are between 6.00am and 10.00pm 7 days a week;

(i) only Members, Occupiers and guests who have had a fitness evaluation may use the Gym equipment;

(j) children are not permitted in the Gym;

(k) Gym users must bring their own towels to use on the Gym equipment;

(l) Gym users must wipe down all Gym equipment after use;

(m) children are permitted in the Pool or Pool Area only if accompanied and supervised by an adult;

(n) no glass can be taken into the Pool or Pool Area;

(o) Pool users must shower before entering the Pool;

(p) Pool users must dry themselves before leaving the Pool Area;

(q) running and ball games are not permitted in the Pool and Pool Area; and

(r) all users of the Gym, Pool and Pool Area do so at their own risk.

10. Using the Conference Rooms

10.1 Meaning of words

In these Rules:

Conference Rooms means:

(a) the conference room located on the Common Property on Level 1 of the Building; and

(b) any other meeting rooms, designated by the Owners Corporation, on the Common Property Level 1.

Booking Request has the meaning given to it under rule 10.2(d):

10.2 Conference Rooms Booking Guidelines:

The following Rules apply to booking the Conference Rooms:

(a) The Conference Rooms booking guidelines are determined by the building manager acting reasonably, fairly and in the interests of all Members and Occupiers, from time to time and must be made available to Members and Occupiers.

(b) Subject to availability, the Conference Rooms may be booked by Members and Occupiers.

(c) Any Booking Request must be made with the building manager.

(d) The Booking Request means a written request:

(i) Made and signed by the Member or Occupier;

(ii) containing the words "CONFERENCE ROOMS BOOKING REQUEST" on top of the request;

(iii) including the conference date and day that the Conference Rooms are to be booked;

(iv) conference start and finish times;

(v) number of conference attendees (maximum not to exceed 100);

(vi) nature of the event or conference;

(vii) the Member or Occupier's full names, surname, lot number and contact numbers; and

(viii) any special requirements.

(e) The Booking Request must be provided to the building manager, by way of facsimile, email or by hand or as directed by the building manager from time to time, during business hours, Monday to Friday 8.30am to 05.00pm, With no less than:

(i) 2 days prior to the conference date for conferences and meetings with no more than 10 attendees; and

(ii) 14 days prior to the conference date for conferences and meetings with more than 10 attendees

(f) The building manager must, following receipt of the Booking Request, confirm in writing acceptance of or decline the Booking Request.

(g) If the Booking Request is declined, the building manager must provide its reason.

(h) If the Booking Request is accepted (***Booking Request Acceptance***), the building manager must confirm and inform the Member or Occupier thereof.

(i) The Member or Occupier must pay a refundable deposit within two business days following receipt of the Booking Request Acceptance.

(j) The building manager may deduct from the deposit any reasonable amount for special requirements, cleaning and repairs for damages caused following the event or conference. If the deposit is insufficient the Member or Occupier will be held liable for any associated costs.

10.3 What the Members and Occupiers may not:

Subject to the discretion of the building manager acting reasonably, fairly and in the interests of all Members and Occupiers, the Members and Owners must not book the Conference Room:

(a) more than once a week; and

(b) for a continued period exceeding 3 hours.

11. Building works

11.1 No building works without Owners Corporation consent

A Member or Occupier must get Owners Corporation consent before they may do any building works relating to the lot or the Services (for example, demolishing walls or altering the interior design of a lot).

11.2 The process for building works

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

(a) if the Owners Corporation asks, promptly give the Owners Corporation copies of all detailed drawings and other specifications of the proposed building works;

(b) follow the reasonable requirements and directions of the Owners Corporation;

(c) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and give a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation;

(d) make sure the proposed building works are done in a proper and workmanlike way and following any drawings and specifications;

(e) get any necessary permits or approvals to allow the proposed building works to be done and give copies of them to the Owners Corporation;

(f) make sure that the proposed building works comply with all laws, including getting an occupancy permit or final inspection, when necessary; and

(g) make sure the proposed building works are done at times (and must not allow building works to be carried out between the hours of 5pm to 8am on any day) and in a way that minimises damage, disturbance and inconvenience to others.

11.3 Restrictions on building works

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

(a) no building materials may be stacked or stored outside their lot;

(b) no scaffolding may be erected on the Common Property or the exterior of their lot;

(c) building works must be done during times permitted by local laws, as required by any responsible Authority;

(d) the exterior of any building on the lot and the Common Property must be clean and in a safe state at all times;

(e) construction vehicles and construction worker's vehicles must not be brought into or parked on the Common Property;

(f) the method of building operations, means of access, use of Common Property, on-site management, building protection and hours of work must comply with the reasonable directions of the Owners Corporation;

(g) access to other lots or the Common Property to install or maintain Services or to do any building works requires the consent of the owner of the relevant lot or, in the case of Common Property, the consent of the Owners Corporation; and

(h) no interference to be caused to the retail or commercial operations within the Development, including restricting access to lots on which retail or commercial activities take place.

11.4 Damage to Common Property

(a) A Member or Occupier must immediately:

(i) repair any damage to the Common Property and Services caused by the building works; and

(ii) clean and remove any dirt, debris or other rubbish resulting from the building works.

(b) If the Member or Occupier breaches this Rule 11, the Member or Occupier indemnifies the Owners Corporation against any damage, expense, loss or liability incurred by the Owners Corporation if the Owners Corporation makes good any damage to, or cleans, the Common Property and the Services.

11.5 The Member must pay Owners Corporation costs

If the Owners Corporation requires advice from an architect or other consultant concerning the proposed building works, the Member or Occupier must pay on demand the reasonable fees and expenses which the Owners Corporation incurs for seeking that advice.

12. Receiving or delivering Large Items

12.1 Meaning of words

In this Rule:

Large Items means furniture, goods, equipment or any item which may damage or obstruct any part of the Common Property; and

Subject to Rule 12.2, **Route** means the part of the Common Property through which the Member or Occupier proposes to move a Large Item.

12.2 Moving Large Items

When delivering or receiving Large Items, the Member or Occupier must:

(a) notify the Owners Corporation of the Member's or Occupier's intention to move the Large Items at least 48 hours before the proposed move;

(b) allow a representative of the Owners Corporation to be present when the Large Items are moved;

(c) comply with all directions of the Owners Corporation, including the date and time for moving the Large Items and coordinating removalists or tradespeople involved in the move;

(d) only use those parts of the Common Property, and at such times, as the Owners Corporation allows;

(e) only use service lifts or lifts designated by the Owners Corporation and not use passenger lifts to carry the Large Items and, if the Owners Corporation requires, only after the Owners Corporation has placed protective covers in the lift to minimise damage;

(f) not allow any Large Items to contact lift doors or walls, including static contact by leaning or stacking the Large Items against the lift door;

(g) not restrict access to any lifts, lobbies, fire escapes or car parking area; and

(h) not carry the Large Items through any building or the Common Property unless the Owners Corporation consents first.

12.3 Damage to Common Property

(a) Subject to Rule 12.2, before a Member or Occupier may move a Large Item, they must inspect the Route with the Owners Corporation to establish the state of repair of the Route.

(b) A Member must immediately:

(i) repair any damage to the Common Property and Route caused by moving the Large Items;

(ii) remove any rubbish, including paper, boxes or cartons; and

(iii) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to or cleaning of the Common Property and the Route.

12.4 Moving in and vacating

Without limitation, Rule 12 applies to any items moved into or out of a lot when a Member or Occupier moves into or vacates a lot.

13. Members not to damage structures

13.1 Structural integrity of buildings

A Member or Occupier must not do anything that may interfere with:

(a) any support or shelter given by a lot or a part of the Common Property for any other lot or any other part of the Common Property;

(b) the structural or functional integrity of their lot, or any building or improvement on any part of the Common Property; or

(c) the Services.

13.2 Floor loading

A Member or Occupier must observe the maximum floor loadings of their lot, and any building or improvement on any part of the Common Property.

14. Obeying laws

A Member or Occupier must obey any law or notice from an Authority requiring the Member or Occupier to do or stop doing anything.

15. Emergency procedures

15.1 Fire drills

A Member or Occupier must:

(a) observe all fire and emergency drills. This includes participating in any building evacuation;

(b) make sure that they are aware of all safety and emergency procedures; and

(c) follow the directions of any person who the Owners Corporation nominates as a fire warden to supervise the orderly evacuation of their lot and the Common Property during any drill or emergency.

15.2 Imminent danger

If there is any danger or threat concerning their lot or the Common Property (for example, a bomb threat), a Member or Occupier must immediately

(a) notify the Owners Corporation of the danger or threat;

(b) obey Owners Corporation instructions, including evacuating the lot or the Common Property; and

(c) obey the instructions of the police, fire brigade or any other relevant Authority.

15.3 Emergency equipment

A Member or Occupier must:

(a) not use or interfere with any fire safety or other emergency equipment except in the case of an emergency;

(b) not obstruct any fire stairs or fire escape;

(c) comply with all fire laws in respect of their lot, including installing all required fire fighting equipment and smoke detectors;

(d) make sure that all fire safety and other emergency equipment installed in their lot are properly maintained and tested, and that back up batteries for smoke detectors are replaced as necessary; and

(e) not cause a false fire alarm. If the Owners Corporation incurs a cost from the responsible fire Authority because of a false fire alarm, the Owners Corporation may recover the cost from the Member or Occupier responsible.

15.4 Fire control

The Owners Corporation may secure and keep the Common Property and any lots safe from fire or other hazards. This includes:

(a) permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a lot; and

(b) allowing a part of the Common Property to be used for security purposes, including monitoring security and safety of lots, even if this means excluding Members and Occupiers from using that part of the Common Property.

16. Security

16.1 Owners Corporation may issue Security Keys

The Owners Corporation may:

(a) restrict access to any part of the Common Property by securing that part and restricting access to Security Key holders;

(b) make the number of Security Keys it determines necessary available to Members or Occupiers free of charge; and

(c) charge a reasonable fee for any additional Security Key requested by a Member of Occupier.

16.2 Members cannot copy keys or change locks

A Member or Occupier must:

(a) not make any unauthorised copies of Security Keys;

(b) immediately tell the Owners Corporation if a Security Key is lost or damaged; and

(c) not change the locks on any Common Property.

16.3 Security Keys are Members' responsibility

A Member or Occupier:

(a) is responsible for the safe keeping of their Security Keys;

(b) must make sure that their Security Keys are not used by any person other than another Member or Occupier; and

(c) must include a requirement in any lease or licence for the tenant or licensee to return the Security Keys to the Member or Occupier at the end of tenant's or licensee's occupation of their lot.

16.4 Security of Common Property

(a) A Member or Occupier must not do anything which may prejudice the security or safety of the Common Property or any person in or near the Common Property.

(b) A Member or Occupier must not allow anyone to follow them through security doors or entrances into any part of the Common Property.

(c) Security cameras may be operating and recording throughout the Common Property.

17. Advertising Space

17.1 Owners Corporation may allocate Advertising Space

The Owners Corporation may allocate any part of the Advertising Space to a Member or Occupier.

17.2 Member or Occupier must give their details and pay costs

If the Owners Corporation allocates any Advertising Space to a Member or Occupier under Rule 17.1, the Member or Occupier must:

(a) give the Owners Corporation details of the trading name, trade mark or corporate logo (**Member's Sign**) that it requires to be entered on the Advertising Space when the Owners Corporation asks;

(b) pay all costs incurred by the Owners Corporation for entering the Member's Sign on the Advertising Space; and

(c) pay any reasonable yearly fee set by the Owners Corporation to maintain the Member's Sign. The fee is payable by quarterly instalments, due in advance, at the same time and in the same way as the Owners Corporation fees.

17.3 Design of entry at the discretion of Owners Corporation

(a) The design, style, format, colour and size of the entries on the Advertising Space are entirely at the discretion of the Owners Corporation and building manager (acting reasonably, fairly and in the interests of all Members and Occupiers).

(b) Members and Occupiers acknowledge that there may be a limited amount of Advertising Space. The Owners Corporation does not have to enter a Member's Sign on the Advertising Space if there is insufficient space for a Member's Sign or the building manager determines (acting reasonably, fairly and in the interests of all Members and Occupiers), that it does not fit the aesthetics of the Building.

17.4 Owners Corporation must maintain the Advertising Space

The Owners Corporation must use reasonable endeavours to make sure the Advertising Space is kept clean and in good condition.

18. Access to a lot by the Owners Corporation

(a) After giving a Member or Occupier at least 1 day notice, the Owners Corporation may enter a lot to:

(i) inspect the interior of the lot;

(ii) inspect and test any Services;

(iii) trace and repair any leak from or defect in any Service; and

(iv) maintain the Services.

(b) The Owners Corporation may enter a lot at any time without giving notice to the Member or Occupier in an emergency.

(c) In exercising the Owners Corporation's right under this Rule 18, the Owners Corporation must use reasonable endeavours to cause as little disruption as possible to the Member's or the Occupier's use of the lot.

(d) If the Owners Corporation repairs a leak or defect in any Service which is caused by the Member or Occupier, the Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation in repairing the leak or defect.

19. Developer may install advertising signs

Until either:

(a) 5 years after the date of registration of the Plan; or

(b) the Developer no longer owns a lot on the Plan,

whichever happens first, the Developer or any agent of the Developer may erect 'for sale' or other advertising signs (**Developer's Signs**) on any part of the Common Property as long as the Developer:

(c) gives the Owners Corporation details of the Developer's Signs, including their proposed location;

(d) pays all costs for erecting the Developer's Signs;

(e) does not damage the Common Property or the structural or functional integrity of any lot, or any building or improvement on any part of the Common Property; and

(f) repairs any damage to the Common Property caused by the Developer.

20. Compliance with Rules by others

20.1 Invitees

A Member or Occupier must take all reasonable steps to make sure that their invitees obey these Rules. If their invitees do not obey these Rules, the Member or Occupier must immediately make sure their invitees leave their lot and the Common Property. The Owners Corporation may remove any person from the Common Property if the Owners Corporation believes that person is behaving inappropriately.

20.2 Tenants and licensees

A Member or Occupier of a lot subject to a lease or licence must:

(a) take all reasonable steps (including any action available under the lease or licence) to make sure any tenant or licensee of the lot and their invitees obey these Rules; and

(b) make sure that the lease or licence contains a condition requiring the tenant or licensee to obey these Rules.

20.3 Contractors

A Member or Occupier must make sure that their contractors enter and exit through the basement only (if there is one) or through the means of access nominated by the Owners Corporation.

20.4 Leasing or selling agents

(a) Other than were the Owners Corporation has entered into an exclusive letting agent agreement, a Member or Occupier of a lot must make sure that any selling or leasing agent engaged by the Member or Occupier does not place any exhibit or advertising boards on Common Property or on a footpath.

(b) If a Member or Occupier has an auction or open for inspection of their lot, they must make sure that they engage a selling or leasing agent to attend the auction or open for inspection. The selling or leasing agent must:

(i) dress appropriately and professionally;

(ii) control the front entry to their lot as well as the main entry to the Common Property;

(iii) monitor any person who enters for the auction or open for inspection and make sure that person conducts themselves appropriately;

(iv) escort any person attending the auction or open for inspection to and from the main entry of the Common Property to and from their lot; and

(v) comply with the reasonable requests and directions of any resident building manager and the Owners Corporation regarding the conduct of the auction or open for inspection.

20.5 Functions or parties

If a Member or Occupier holds a function or party involving 10 or more guests, the Member or Occupier must:

(a) engage appropriate security at the main entrance of the Common Property to greet, admit and escort any guest to and from the appropriate lift and to provide security during the function;

(b) notify the other Members or Occupiers of lots, and any resident building manager, of the function; and

(c) make sure that the security staff they employ comply with the reasonable requests and directions of any resident building manager and the Owners Corporation.

21. Owners Corporation may recover costs

21.1 Owners Corporation may fix a Member's breach

If a Member or Occupier breaches these Rules the Owners Corporation may, at the Member's or Occupier's cost, do anything the Member or Occupier should have done under these Rules but which has not been done or which the Owners Corporation reasonably considers has not been done properly.

22. Owners Corporation may take action for a breach of these Rules

22.1 Owners Corporation may issue proceedings

The Owners Corporation may:

(a) issue proceedings;

(b) impose a fine or penalty; or

(c) both issue proceedings and impose a fine or penalty,

on any Member or Occupier who breaches any Rule.

22.2 Penalty interest

A Member or Occupier must pay to the Owners Corporation on demand interest at the rate each year equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* on any money payable by the Member or Occupier to the Owners Corporation, including owners corporation fees and levies, which remains unpaid after the due date. Interest will be computed from the date on which the payment became due.

23. Owners Corporation consent

(a) Where anything depends on the consent or approval of the Owners Corporation then, unless these Rules provide otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Owners Corporation.

(b) Any consent or approval of the Owners Corporation means the prior written consent, approval or authority.

(c) A consent or approval of the Owners Corporation may be revoked.

(d) A conditional consent or revocation of consent made by the Owners Corporation may be evidenced by a minute of a resolution of the Owners Corporation.

24. Member complaints

A complaint or request for approval by a Member or Occupier made to the Owners Corporation must be in writing and sent to the managing agent, if there is one, or to the secretary of the Owners Corporation.

25. Member indemnity

The Member or Occupier of each lot must indemnify and hold harmless the Owners Corporation against all claims resulting from any damage, loss, death or injury in connection with that Member's or Occupier's lot, or their use and occupation of that lot or the Common Property except to the extent that such claims arise out of the negligence of the Owners Corporation.

26. Using a lot for business

26.1 Member must comply with law

(a) A Member or Occupier must not use their lot or any part of the Common Property for any trade or business unless:

(i) the Owners Corporation consents; and

(ii) the trade or business does not cause any nuisance to occupiers of other lots; and

(iii) they comply with any health, noise and other laws and regulations governing the proposed trade or business, including getting any necessary permit, licence and insurance; and

(iv) the planning scheme permits the lot or that part of the Common Property to be used for the proposed trade or business.

(b) Rule 26.1 (a) does not apply if the lot is a Serviced Apartment or the lot is being used by a Member or Occupier as barristers' chambers.

26.2 Serviced Apartments

(a) A Member or Occupier of a lot which is a Serviced Apartment is permitted without the consent of the Owners Corporation to use the lot as a serviced apartment.

(b) A Member or Occupier of a lot which is not a Serviced Apartment must not allow or permit the lot to be used as a serviced apartment.

26.3 Lots 17 and 18

A Member or Occupier of Lots 17 and 18 on the Plan is permitted without the consent of the Owners Corporation to use the lot for the purpose of the operation and administration of a sales office for the purposes of sales in a vacation ownership / timeshare club including the conducting of sales presentations and any other ancillary purpose.

26.4 Lot 19

A Member or Occupier of Lot 19 on the Plan is permitted without the consent of the Owners Corporation to use the lot for the purpose of conducting usual reception services associated with the Serviced Apartments.

26.5 Additional obligations concerning rubbish disposal

Without limiting any other rule, a Member or Occupier of any lot used for any trade or business must:

(a) take out their own bins on each rubbish collection day and bring the bins in within one hour of the bins being emptied;

(b) make sure bin lids are securely closed;

(c) make sure bins are kept clean;

(d) make sure all cardboard and paper is cut or folded and fits into the bins;

(e) store all bins in appropriate areas of the lot;

(f) not leave rubbish on Common Property;

(g) not make unnecessary noise when filling bins; and

(h) not carry on the trade or business (nor allow access to their lot for cleaning) outside the hours of 7.00am and 11.00pm on weekdays and 7.00am and 12.00 midnight on weekends.

26.6 Specific rule concerning alcohol and food consumption on Common Property

Despite any other rule to the contrary, glassware may be used, and food and alcohol may be consumed, on Common Property which is:

(a) immediately adjacent to a lot used as a licensed restaurant, bar or café and licensed by the Owners Corporation to the Member or Occupier for ancillary use to their trade or business; or

(b) licensed by the Owners Corporation to the Member or Occupier for ancillary use to the trade or business of the relevant Member or Occupier.

26.7 Additional obligations concerning fire control

In any lot used for trade or business:

(a) all upholstered furnishings, curtains, carpets and other fixtures and fittings installed must:

(i) be flame retardant or treated with flame retardant to minimise the risk of ignition; and

(ii) have low flammability and flame spread; and

(b) wall and ceiling linings must be non-combustible.

26.8 Additional obligations for retail business

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

(i) comply with all health, noise and other regulations in carrying on the business from the lot;

(ii) restrict all deliveries to occur only between 7 am and 9 pm daily;

(iii) keep the grease traps clean and arrange for the grease traps to be emptied and maintained at the Member's cost;

(iv) not permit electronic gaming machines;

(v) make all reasonable attempts to address or treat any odours that emanate from the lot;

(vi) make sure that all wall, floor and ceiling linings and treatments are acoustically treated to an acoustic performance level of RW50; and

(vii) not operate the business (nor allow access to the lot for cleaning) except between 7.00am and 11.00pm on weekdays and 7.00am and 12.00 midnight on weekends.

(b) Despite anything else contained in these Rules but subject to Rule 26.6(c), the Occupier of any retail lot may carry on their reasonable business operation and apply for any liquor licence, planning permit or other legislative consent or permit which the Member or Occupier of that retail lot may apply for, so long as the Member or Occupier:

(i) operates their business lawfully;

(ii) obtains all liquor licences or other permits or consents required by law; and

(iii) conducts their business in accordance with any liquor licence, permit, consent and all relevant laws.

(c) Any Member or Occupier of a retail lot (including any office or suite) may not carry on any business or other operation which involves the letting, tenancy or leasing of any lot on the Plan.

27. Dispute resolution

27.1 Application of this Rule

The grievance procedure set out in this Rule 27 applies to disputes involving a Member, Occupier, manager or the Owners Corporation.

27.2 Procedure for dispute resolution

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

(b) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

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

(d) Delivery of the statement required under Rule 27.2(a) is sufficient notice under Rules 27.2(b) and 27.2(c).

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

(f) A party to the dispute may appoint a person to act or appear on their behalf at the meeting.

27.3 Dispute not resolved

(a) If the dispute is not resolved, the grievance committee or the Owners Corporation must notify each party of their right to take further action under Part 10 of the Act.

(b) This process is separate from and does not limit any further action under Part 10 of the Act.

Owners Corporation Rules

Owners Corporation No. 4 plan no: PS648185V

Property: 189 - 203 William Street and
518 – 532 Little Bourke Street, Melbourne, Victoria

Middletons
Melbourne office
Ref: BBOA.JTL.10039349

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Owners Corporation Rules

Owners Corporation No. 4 on plan no: PS648185V

Property: 189 – 203 William Street and 518 – 532 Little Bourke Street, Melbourne, Victoria

1. Definitions and interpretation

1.1 Defined terms

In these Rules:

(a) **Act** means the *Subdivision Act 1988 (Vic)*;

(b) **Advertising Space** means any part of the Common Property designated by the Owners Corporation for advertising purposes and includes any advertising space on any pylon, directory board or external façade of any building on the Common Property;

(c) **Authority** means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;

(d) **Common Property** means the common property shown as common property on the Plan;

(e) **Developer** means Hengyi Australia Pty Ltd ACN 146 702 687;

(f) **Development** means the residential and retail development at 189 – 203 William Street and 518 – 532 Little Bourke Street, Melbourne, Victoria;

(g) **Member** means a member of the Owners Corporation;

(h) **Occupier** means an occupier of a lot on the Plan;

(i) **Owners Corporation** means owners corporation plan no: PS648185V;

(j) **Plan** means plan of subdivision PS648185V;

(k) **Rules** means these rules;

(l) **Security Key** means a key, magnetic card or other device used to open and close doors, gates, windows or locks of a lot or the Common Property; and

(m) **Serviced Apartment** means a lot which is not restricted by the inclusion of a restrictive covenant on the certificate of title to the lot from being used as a serviced apartment;

(n) **Services** means the services and utilities provided for a lot or the Common Property including water, gas, electricity, lighting, sanitation, air-conditioning and ventilation, lights, escalators, elevators, fire control, security, telephone, facsimile, computer services and communications together with all plant and equipment needed to provide them.

1.2 Interpretation

In these Rules, unless the context requires otherwise:

(a) a heading may be used to help interpretation, but is not legally binding;

(b) a gender includes the other genders;

(c) the word "person" includes a natural person and any body or entity whether incorporated or not;

(d) a reference to a person includes that person's successors, personal representatives and permitted assigns;

(e) if 2 or more people are described as a party, each person is liable for their obligations and entitled to their rights jointly and severally;

(f) a reference to all or any part of a statute, ordinance or other law (**statute**) includes:

(i) any rules, regulations or other instruments made under that statute; and

(ii) that statute as amended, consolidated, re-enacted or replaced from time to time;

(g) a reference to an owners corporation includes any elected committee of the owners corporation,

(h) the word "include" or any form of that word, when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind; and

(i) a reference to a thing includes a part of that thing.

2. The Owners Corporation may grant special rights

2.1 Special rights

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

2.2 A Member must not interfere with another's rights

A Member or Occupier must not:

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

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

3. Members' obligations

3.1 A Member must do these things

A Member or Occupier must:

(a) keep their lot clean and in good repair;

(b) clean the windows and, to the extent that there is direct access to the exterior of the lot from their lot, the exterior of their lot, and keep them in good repair;

(c) promptly repair all broken glass or replace it with glass of the same or similar quality;

(d) keep any plants, gardens and lawns on their lot trimmed, well watered and in good condition and only use planter boxes, pot plants or similar which retain all water that drains from the planter box, pot plant or similar;

(e) remove any item or thing which is on any balcony or any exterior part of a their lot after being given notice by the Owners Corporation to removed that item or thing after the Owners Corporation has resolved that the item or thing is causing a nuisance or adversely affects the use and enjoyment of the Building, lots or Common Property by members and occupiers;

(f) keep their lot secure;

(g) use the Services, driveways, pathways and any other facilities in a lot or on any part of the Common Property only for their designated purpose;

(h) use any items placed on the Common Property by the Owners Corporation only for their designated purpose;

(i) promptly notify the Owners Corporation on becoming aware of:

  (i) any damage or defect in a lot, the Common Property or to any Services; and

  (ii) anything likely to cause danger or risk to any person or property in or near a lot or the Common Property;

(j) must be appropriately clothed when on any part of a lot visible from another lot and when on any part of the Common Property; and

(k) comply with any parking directions given orally or published by the Owners Corporation in respect of parking and driving on or about the Common Property.

3.2 A Member may do these things with Owners Corporation consent

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

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

(b) install, attach or hang any window coverings or awnings;

(c) install any blinds, bars, screens, grilles or other window or door furnishings or fittings on the exterior of any windows or doors;

(d) put anything in their lot which is visible from outside their lot or on any balcony or terrace which is inconsistent with the appearance of other lots or the Common Property or adversely effects the outward appearance of their lot or the Common Property;

(e) hang a wind chime or other item on or from a balcony or terrace;

(f) store or use dangerous or flammable substances except Owners Corporation consent is not needed for storage or use of dangerous or flammable substances:

(i) in the normal conduct of the Member's or Occupier's use of their lot;

(ii) only in such quantities permitted by law; and

(iii) only if stored strictly in accordance with all relevant safety standards; and

(g) do anything which may cause any insurance premium payable by the Owners Corporation to be increased.

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

A Member or Occupier must not:

(a) obstruct the lawful use of Common Property by any person;

(b) make any noise or behave in a way likely to interfere with the peaceful enjoyment of any person in another lot or lawfully using Common Property;

(c) allow any hazardous, noxious, offensive or unlawful thing to happen including anything causing annoyance, nuisance, danger or damage to any person or property;

(d) paint, finish, mark, damage, deface or otherwise alter the exterior of any building or improvement forming part of any lot or the Common Property;

(e) tint or otherwise treat any windows or other glazed parts of their lot or the Common Property;

(f) obstruct any of the entrances, exits or passages to any lot or to or on the Common Property;

(g) throw anything over any balcony or from any Common Property;

(h) use any balcony or terrace as a place of storage;

(i) keep or allow a planter box, plant pot or similar to be placed on a balcony or terrace of their lot which allows water to drain through drainage holes;

(j) do anything which may invalidate or suspend any insurance policy effected by the Owners Corporation;

(k) hinder or obstruct any contractor or workman employed by the Owners Corporation;

(l) use offensive language or behave in a way which may cause offence or embarrassment to another person;

(m) subject to Rule 26.6, smoke or drink alcohol in any part of the Common Property;

(n) throw cigarette butts or cigarette ash on the Common Property;

(o) allow any child under the Member's or Occupier's control to play on any part of the Common Property;

(p) allow any child under the Member's or Occupier's control to be in any part of the Common Property which may be dangerous or hazardous to children, including any car park, driveway, stairs or swimming pool, unless the child is with an adult;

(q) allow any person under the Member's or Occupier's control to use skateboards, roller skates or roller blades on the Common Property;

(r) remove any item from the Common Property which has been placed there by the Owners Corporation;

(s) interfere with or modify any Services;

(t) interfere with or modify any intercom, television aerial or communication system;

(u) enter any plant room;

(v) operate any electronic or other equipment which interferes with any television, radio, telephone, computer or domestic appliances lawfully being used on any other lot or the Common Property;

(w) install or use any intruder alarm which makes a sound which can be heard from outside their lot;

(x) use a barbecue or other cooking appliance on any Common Property except any barbecue supplied by the Owners Corporation on Common Property and then only in accordance with any direction issued by the Owners Corporation regarding its use;

(y) hang any clothing, towel, bedding or other item in a place which can be seen from outside their lot;

(z) except in accordance with Rule 17, put up any 'for sale' or 'for lease' signs on Common Property; and

(aa) damage any plants, gardens and lawns on the Common Property.

3.4 Damage to Common Property

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

4. Rubbish disposal

4.1 A Member must do these things

A Member or Occupier must:

(a) keep rubbish in appropriate containers and make sure rubbish is cleared on collection days; and

(b) comply with any directions of the Owners Corporation concerning disposal or recycling of rubbish.

4.2 Specific things a Member must do

Without limiting Rule 4.1, a Member or Occupier must:

(a) clean, drain and place glass, unbroken, in the area which the Owners Corporation provides for this purpose;

(b) store recyclable items, including paper and plastic, in the area which the Owners Corporation provides for this purpose;

(c) flatten cardboard and packaging and place it neatly in the area which the Owners Corporation provides for this purpose; and

(d) drain and securely wrap rubbish in small parcels or bags and put them in the rubbish chute if there is one.

4.3 A Member must not do these things

A Member or Occupier must not:

(a) leave any rubbish, pallet, equipment or articles of any kind on the Common Property except in a receptacle or area specifically provided for that purpose by the Owners Corporation;

(b) deposit any hard rubbish or flammable materials through any rubbish chute; or

(c) burn rubbish or other materials in their lot or on the Common Property.

4.4 Retail area

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

(a) take out their own rubbish bins on each rubbish collection day to the bin collection area nominated by the Owners Corporation and bring the bins in before 9.00 am on each collection day Monday to Saturday, and before 10.00 am on Sundays;

(b) avoid unnecessary noise when filling rubbish bins and make sure that contractors pick up the bins between the hours of 6.00 am and 9.00 am Monday to Saturday, and 6.00 am and 10.00 am Sundays;

(c) make sure that lids on the bins are securely closed at all times and that the bins are kept clean;

(d) store all bins, bottles, cardboard, paper and any other refuse within their lot (but not any car park forming part of their lot) or in the area which the Owners Corporation provides for this purpose;

(e) only place rubbish bins, bottles, cardboard, paper or any other refuse on Common Property provided by the Owners Corporation for rubbish bin and recycling collection at the appropriate times for collection;

(f) make sure that any perishable rubbish is refrigerated and hidden from view; and

(g) wash rubbish bins only within their lot (excluding any car park forming part of their lot) or in the area which the Owners Corporation provides for this purpose.

5. Animals

5.1 Members must not keep animals

Subject to rule 5.3, a Member or Occupier must not keep any animals in or near their lot or the Common Property, except for disability assistance dogs (**Permitted Animals**).

5.2 Rules for Permitted Animals

A Member or Occupier must make sure that any Permitted Animal:

(a) is properly restrained and kept on a leash or carried in a cage at all times when on Common Property;

(b) does not urinate or defecate on Common Property;

(c) enters or leaves their lot through the basement and not through the main entrance lobby, if there is one; and

(d) is permanently removed from their lot or the Common Property after the Member or Occupier is requested to do so by the Owners Corporation if the Owners Corporation has resolved that the Permitted Animal is causing a nuisance.

5.3 Application to Owners Corporation to keep animals

(a) A Member or Occupier may make an application to the Owners Corporation to keep an Animal, not including Permitted Animals, in or near their lot or the Common Property (**Application**).

(b) The Application to the Owners Corporation must set out:

(i) details of the Animal the subject of the application; and

(ii) any other information or details as may be reasonably requested by the Owners Corporation in relation to the Application.

(c) The Owners Corporation may, in its absolute discretion, approve the Application conditionally or unconditionally.

(d) Without limiting rule 5.3(c), approval of the Application will always be subject to the following conditions:

(i) the approval granted by the Owners Corporation relates exclusively to the Animal the subject of the Application in relation to the lot owned or occupied by the Member and Occupier;

(ii) a Member or Occupier must make a separate Application to the Owners Corporation for any additional Animal;

(iii) the Owners Corporation may withdraw its approval to the Application at any time, in its absolute discretion, including due to any complaints from other Members or Occupiers relating to noise, smell or the Animal's behaviour; and

(iv) where the Owners Corporation withdraws its approval in accordance with rule 5.3(d)(iii), the Animal must be removed from the Development within 14 days of receiving written notification from the Owners Corporation.

(e) A Member or Occupier must make sure that any Animal:

(i) is not left unattended by the Member or Occupier at any time when on the Common Property;

(ii) is properly restrained and kept on a leash or carried in a cage at all times when on Common Property;

(iii) does not urinate or defecate on Common Property and, where the Animal does urinate or defecate on Common Property, the Member or Occupier must immediately attend to clean up or removal; and

(iv) enters or leaves their lot through the basement and not through the main entrance lobby, if there is one.

(f) The Member or Occupier acknowledges and agrees:

(i) to indemnify the Owners Corporation against any claims, demands, actions, proceedings, losses, costs, expenses and damages caused directly or indirectly from any damage or harm to persons or property at the Development caused or contributed to by the Animal; and

(ii) releases the Owners Corporation from any such claims, demands, actions, proceedings, losses, costs, expenses and damages.

(g) In this rule, **Animal** means any domestic or tamed animal kept by a person for companionship or pleasure rather than utility but, at all times, to be at the discretion of the Owners Corporation.

6. Vehicles on the Common Property

6.1 A Member must do these things

A Member or Occupier must:

(a) only use car parking spaces to park vehicles;

(b) promptly clean up any oil or other fluid emitted by any vehicle the Member or Occupier brings into the Common Property;

(c) observe any parking directions given by the Owners Corporation;

(d) observe every traffic sign on or at the entrance or exit of any car parking spaces;

(e) observe any condition of entry of the Owners Corporation concerning the car parking spaces;

(f) make sure that any vehicle is parked wholly within a marked car parking space; and

6.2 A Member must not do these things

A Member or Occupier must not:

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

(b) park or leave a vehicle on Common Property so as to obstruct a driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation;

(c) leave any unregistered vehicle on a lot or on the Common Property;

(d) park in an area allocated for visitor parking; or

(e) allow a visitor to park in a visitor parking area for more than 48 hours.

6.3 The Owners Corporation may do these things

The Owners Corporation may:

(a) move any vehicle which is not parked wholly within a marked car parking space;

(b) move any vehicle which is not parked in the spot designated for that vehicle;

(c) install traffic signs in the car parking area and the entrances and exits to the car parking area; and

(d) designate car parks, including by numbering or line marking.

7. Bicycle storage

A Member or Occupier must:

(a) store any bicycle in the area which the Owners Corporation provides for this purpose; and

(b) not bring any bicycle into a lot or any part of the Common Property, including the foyers, stairwells, hallways, garden areas, balconies or any other area designated by the Owners Corporation.

8. Storage cage

A Member or Occupier must:

(a) not install a storage cage without Owners Corporation consent;

(b) only line storage cages with black shade cloth; and

(c) not modify the external appearance of a storage cage.

9. Using the Gym and Pool

9.1 Meaning of words

In these Rules:

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

Pool means any swimming pool, spa or wading pool on the Common Property; and

Pool Area means the area surrounding the Pool as designated by the Owners Corporation.

9.2 Rules for using the Gym and Pool

The following Rules apply to the use of the Gym, the Pool and the Pool Area:

(a) the Gym, Pool and Pool Area may only be used by Members, Occupiers and their guests;

(b) guests may use the Gym, Pool and Pool Area only if accompanied by a Member or Occupier;

(c) the Gym, Pool and Pool Area must not be used for any commercial purpose, including use by personal trainers except with the written consent of the Owners Corporation;

(d) appropriate clothing and footwear must be worn in the Gym, Pool and Pool Area;

(e) no food or alcohol can be taken into the Gym, Pool or Pool Area;

(f) no music is allowed in the Gym, Pool or Pool Area without the consent of the Owners Corporation or the caretaker or the Gym, Pool and Pool Area operator or manager (if applicable);

(g) smoking is not permitted in the Gym, Pool or Pool Area;

(h) the hours of use for the Gym, Pool and Pool Area are between 6.00am and 10.00pm 7 days a week;

(i) only Members, Occupiers and guests who have had a fitness evaluation may use the Gym equipment;

(j) children are not permitted in the Gym;

(k) Gym users must bring their own towels to use on the Gym equipment;

(l) Gym users must wipe down all Gym equipment after use;

(m) children are permitted in the Pool or Pool Area only if accompanied and supervised by an adult;

(n) no glass can be taken into the Pool or Pool Area;

(o) Pool users must shower before entering the Pool;

(p) Pool users must dry themselves before leaving the Pool Area;

(q) running and ball games are not permitted in the Pool and Pool Area; and

(r) all users of the Gym, Pool and Pool Area do so at their own risk.

10. Using the Conference Rooms

10.1 Meaning of words

In these Rules:

Conference Rooms means:

(a) the conference room located on the Common Property on Level 1 of the Building; and

(b) any other meeting rooms, designated by the Owners Corporation, on the Common Property Level 1.

Booking Request has the meaning given to it under rule 10.2(d):

10.2 Conference Rooms Booking Guidelines:

The following Rules apply to booking the Conference Rooms:

(a) The Conference Rooms booking guidelines are determined by the building manager acting reasonably, fairly and in the interests of all Members and Occupiers, from time to time and must be made available to Members and Occupiers.

(b) Subject to availability, the Conference Rooms may be booked by Members and Occupiers.

(c) Any Booking Request must be made with the building manager.

(d) The Booking Request means a written request:

(i) Made and signed by the Member or Occupier;

(ii) containing the words "CONFERENCE ROOMS BOOKING REQUEST" on top of the request;

(iii) including the conference date and day that the Conference Rooms are to be booked;

(iv) conference start and finish times;

(v) number of conference attendees (maximum not to exceed 100);

(vi) nature of the event or conference;

(vii) the Member or Occupier's full names, surname, lot number and contact numbers; and

(viii) any special requirements.

(e) The Booking Request must be provided to the building manager, by way of facsimile, email or by hand or as directed by the building manager from time to time, during business hours, Monday to Friday 8.30am to 05.00pm, With no less than:

(i) 2 days prior to the conference date for conferences and meetings with no more than 10 attendees; and

(ii) 14 days prior to the conference date for conferences and meetings with more than 10 attendees

(f) The building manager must, following receipt of the Booking Request, confirm in writing acceptance of or decline the Booking Request.

(g) If the Booking Request is declined, the building manager must provide its reason.

(h) If the Booking Request is accepted (***Booking Request Acceptance***), the building manager must confirm and inform the Member or Occupier thereof.

(i) The Member or Occupier must pay a refundable deposit within two business days following receipt of the Booking Request Acceptance.

(j) The building manager may deduct from the deposit any reasonable amount for special requirements, cleaning and repairs for damages caused following the event or conference. If the deposit is insufficient the Member or Occupier will be held liable for any associated costs.

10.3 What the Members and Occupiers may not:

Subject to the discretion of the building manager acting reasonably, fairly and in the interests of all Members and Occupiers, the Members and Owners must not book the Conference Room:

(a) more than once a week; and

(b) for a continued period exceeding 3 hours.

11. Building works

11.1 No building works without Owners Corporation consent

A Member or Occupier must get Owners Corporation consent before they may do any building works relating to the lot or the Services (for example, demolishing walls or altering the interior design of a lot).

11.2 The process for building works

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

(a) if the Owners Corporation asks, promptly give the Owners Corporation copies of all detailed drawings and other specifications of the proposed building works;

(b) follow the reasonable requirements and directions of the Owners Corporation;

(c) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and give a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation;

(d) make sure the proposed building works are done in a proper and workmanlike way and following any drawings and specifications;

(e) get any necessary permits or approvals to allow the proposed building works to be done and give copies of them to the Owners Corporation;

(f) make sure that the proposed building works comply with all laws, including getting an occupancy permit or final inspection, when necessary; and

(g) make sure the proposed building works are done at times (and must not allow building works to be carried out between the hours of 5pm to 8am on any day) and in a way that minimises damage, disturbance and inconvenience to others.

11.3 Restrictions on building works

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

(a) no building materials may be stacked or stored outside their lot;

(b) no scaffolding may be erected on the Common Property or the exterior of their lot;

(c) building works must be done during times permitted by local laws, as required by any responsible Authority;

(d) the exterior of any building on the lot and the Common Property must be clean and in a safe state at all times;

(e) construction vehicles and construction worker's vehicles must not be brought into or parked on the Common Property;

(f) the method of building operations, means of access, use of Common Property, on-site management, building protection and hours of work must comply with the reasonable directions of the Owners Corporation;

(g) access to other lots or the Common Property to install or maintain Services or to do any building works requires the consent of the owner of the relevant lot or, in the case of Common Property, the consent of the Owners Corporation; and

(h) no interference to be caused to the retail or commercial operations within the Development, including restricting access to lots on which retail or commercial activities take place.

11.4 Damage to Common Property

(a) A Member or Occupier must immediately:

(i) repair any damage to the Common Property and Services caused by the building works; and

(ii) clean and remove any dirt, debris or other rubbish resulting from the building works.

(b) If the Member or Occupier breaches this Rule 11, the Member or Occupier indemnifies the Owners Corporation against any damage, expense, loss or liability incurred by the Owners Corporation if the Owners Corporation makes good any damage to, or cleans, the Common Property and the Services.

11.5 The Member must pay Owners Corporation costs

If the Owners Corporation requires advice from an architect or other consultant concerning the proposed building works, the Member or Occupier must pay on demand the reasonable fees and expenses which the Owners Corporation incurs for seeking that advice.

12. Receiving or delivering Large Items

12.1 Meaning of words

In this Rule:

Large Items means furniture, goods, equipment or any item which may damage or obstruct any part of the Common Property; and

Subject to Rule 12.2, **Route** means the part of the Common Property through which the Member or Occupier proposes to move a Large Item.

12.2 Moving Large Items

When delivering or receiving Large Items, the Member or Occupier must:

(a) notify the Owners Corporation of the Member's or Occupier's intention to move the Large Items at least 48 hours before the proposed move;

(b) allow a representative of the Owners Corporation to be present when the Large Items are moved;

(c) comply with all directions of the Owners Corporation, including the date and time for moving the Large Items and coordinating removalists or tradespeople involved in the move;

(d) only use those parts of the Common Property, and at such times, as the Owners Corporation allows;

(e) only use service lifts or lifts designated by the Owners Corporation and not use passenger lifts to carry the Large Items and, if the Owners Corporation requires, only after the Owners Corporation has placed protective covers in the lift to minimise damage;

(f) not allow any Large Items to contact lift doors or walls, including static contact by leaning or stacking the Large Items against the lift door;

(g) not restrict access to any lifts, lobbies, fire escapes or car parking area; and

(h) not carry the Large Items through any building or the Common Property unless the Owners Corporation consents first.

12.3 Damage to Common Property

(a) Subject to Rule 12.2, before a Member or Occupier may move a Large Item, they must inspect the Route with the Owners Corporation to establish the state of repair of the Route.

(b) A Member must immediately:

(i) repair any damage to the Common Property and Route caused by moving the Large Items;

(ii) remove any rubbish, including paper, boxes or cartons; and

(iii) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to or cleaning of the Common Property and the Route.

12.4 Moving in and vacating

Without limitation, Rule 12 applies to any items moved into or out of a lot when a Member or Occupier moves into or vacates a lot.

13. Members not to damage structures

13.1 Structural integrity of buildings

A Member or Occupier must not do anything that may interfere with:

(a) any support or shelter given by a lot or a part of the Common Property for any other lot or any other part of the Common Property;

(b) the structural or functional integrity of their lot, or any building or improvement on any part of the Common Property; or

(c) the Services.

13.2 Floor loading

A Member or Occupier must observe the maximum floor loadings of their lot, and any building or improvement on any part of the Common Property.

14. Obeying laws

A Member or Occupier must obey any law or notice from an Authority requiring the Member or Occupier to do or stop doing anything.

15. Emergency procedures

15.1 Fire drills

A Member or Occupier must:

(a) observe all fire and emergency drills. This includes participating in any building evacuation;

(b) make sure that they are aware of all safety and emergency procedures; and

(c) follow the directions of any person who the Owners Corporation nominates as a fire warden to supervise the orderly evacuation of their lot and the Common Property during any drill or emergency.

15.2 Imminent danger

If there is any danger or threat concerning their lot or the Common Property (for example, a bomb threat), a Member or Occupier must immediately

(a) notify the Owners Corporation of the danger or threat;

(b) obey Owners Corporation instructions, including evacuating the lot or the Common Property; and

(c) obey the instructions of the police, fire brigade or any other relevant Authority.

15.3 Emergency equipment

A Member or Occupier must:

(a) not use or interfere with any fire safety or other emergency equipment except in the case of an emergency;

(b) not obstruct any fire stairs or fire escape;

(c) comply with all fire laws in respect of their lot, including installing all required fire fighting equipment and smoke detectors;

(d) make sure that all fire safety and other emergency equipment installed in their lot are properly maintained and tested, and that back up batteries for smoke detectors are replaced as necessary; and

(e) not cause a false fire alarm. If the Owners Corporation incurs a cost from the responsible fire Authority because of a false fire alarm, the Owners Corporation may recover the cost from the Member or Occupier responsible.

15.4 Fire control

The Owners Corporation may secure and keep the Common Property and any lots safe from fire or other hazards. This includes:

(a) permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a lot; and

(b) allowing a part of the Common Property to be used for security purposes, including monitoring security and safety of lots, even if this means excluding Members and Occupiers from using that part of the Common Property.

16. Security

16.1 Owners Corporation may issue Security Keys

The Owners Corporation may:

(a) restrict access to any part of the Common Property by securing that part and restricting access to Security Key holders;

(b) make the number of Security Keys it determines necessary available to Members or Occupiers free of charge; and

(c) charge a reasonable fee for any additional Security Key requested by a Member of Occupier.

16.2 Members cannot copy keys or change locks

A Member or Occupier must:

(a) not make any unauthorised copies of Security Keys;

(b) immediately tell the Owners Corporation if a Security Key is lost or damaged; and

(c) not change the locks on any Common Property.

16.3 Security Keys are Members' responsibility

A Member or Occupier:

(a) is responsible for the safe keeping of their Security Keys;

(b) must make sure that their Security Keys are not used by any person other than another Member or Occupier; and

(c) must include a requirement in any lease or licence for the tenant or licensee to return the Security Keys to the Member or Occupier at the end of tenant's or licensee's occupation of their lot.

16.4 Security of Common Property

(a) A Member or Occupier must not do anything which may prejudice the security or safety of the Common Property or any person in or near the Common Property.

(b) A Member or Occupier must not allow anyone to follow them through security doors or entrances into any part of the Common Property.

(c) Security cameras may be operating and recording throughout the Common Property.

17. Advertising Space

17.1 Owners Corporation may allocate Advertising Space

The Owners Corporation may allocate any part of the Advertising Space to a Member or Occupier.

17.2 Member or Occupier must give their details and pay costs

If the Owners Corporation allocates any Advertising Space to a Member or Occupier under Rule 17.1, the Member or Occupier must:

(a) give the Owners Corporation details of the trading name, trade mark or corporate logo (**Member's Sign**) that it requires to be entered on the Advertising Space when the Owners Corporation asks;

(b) pay all costs incurred by the Owners Corporation for entering the Member's Sign on the Advertising Space; and

(c) pay any reasonable yearly fee set by the Owners Corporation to maintain the Member's Sign. The fee is payable by quarterly instalments, due in advance, at the same time and in the same way as the Owners Corporation fees.

17.3 Design of entry at the discretion of Owners Corporation

(a) The design, style, format, colour and size of the entries on the Advertising Space are entirely at the discretion of the Owners Corporation and building manager (acting reasonably, fairly and in the interests of all Members and Occupiers).

(b) Members and Occupiers acknowledge that there may be a limited amount of Advertising Space. The Owners Corporation does not have to enter a Member's Sign on the Advertising Space if there is insufficient space for a Member's Sign or the building manager determines (acting reasonably, fairly and in the interests of all Members and Occupiers), that it does not fit the aesthetics of the Building.

17.4 Owners Corporation must maintain the Advertising Space

The Owners Corporation must use reasonable endeavours to make sure the Advertising Space is kept clean and in good condition.

18. Access to a lot by the Owners Corporation

(a) After giving a Member or Occupier at least 1 day notice, the Owners Corporation may enter a lot to:

(i) inspect the interior of the lot;

(ii) inspect and test any Services;

(iii) trace and repair any leak from or defect in any Service; and

(iv) maintain the Services.

(b) The Owners Corporation may enter a lot at any time without giving notice to the Member or Occupier in an emergency.

(c) In exercising the Owners Corporation's right under this Rule 18, the Owners Corporation must use reasonable endeavours to cause as little disruption as possible to the Member's or the Occupier's use of the lot.

(d) If the Owners Corporation repairs a leak or defect in any Service which is caused by the Member or Occupier, the Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation in repairing the leak or defect.

19. Developer may install advertising signs

Until either:

(a) 5 years after the date of registration of the Plan; or

(b) the Developer no longer owns a lot on the Plan,

whichever happens first, the Developer or any agent of the Developer may erect 'for sale' or other advertising signs (**Developer's Signs**) on any part of the Common Property as long as the Developer:

(c) gives the Owners Corporation details of the Developer's Signs, including their proposed location;

(d) pays all costs for erecting the Developer's Signs;

(e) does not damage the Common Property or the structural or functional integrity of any lot, or any building or improvement on any part of the Common Property; and

(f) repairs any damage to the Common Property caused by the Developer.

20. Compliance with Rules by others

20.1 Invitees

A Member or Occupier must take all reasonable steps to make sure that their invitees obey these Rules. If their invitees do not obey these Rules, the Member or Occupier must immediately make sure their invitees leave their lot and the Common Property. The Owners Corporation may remove any person from the Common Property if the Owners Corporation believes that person is behaving inappropriately.

20.2 Tenants and licensees

A Member or Occupier of a lot subject to a lease or licence must:

(a) take all reasonable steps (including any action available under the lease or licence) to make sure any tenant or licensee of the lot and their invitees obey these Rules; and

(b) make sure that the lease or licence contains a condition requiring the tenant or licensee to obey these Rules.

20.3 Contractors

A Member or Occupier must make sure that their contractors enter and exit through the basement only (if there is one) or through the means of access nominated by the Owners Corporation.

20.4 Leasing or selling agents

(a) Other than were the Owners Corporation has entered into an exclusive letting agent agreement, a Member or Occupier of a lot must make sure that any selling or leasing agent engaged by the Member or Occupier does not place any exhibit or advertising boards on Common Property or on a footpath.

(b) If a Member or Occupier has an auction or open for inspection of their lot, they must make sure that they engage a selling or leasing agent to attend the auction or open for inspection. The selling or leasing agent must:

(i) dress appropriately and professionally;

(ii) control the front entry to their lot as well as the main entry to the Common Property;

(iii) monitor any person who enters for the auction or open for inspection and make sure that person conducts themselves appropriately;

(iv) escort any person attending the auction or open for inspection to and from the main entry of the Common Property to and from their lot; and

(v) comply with the reasonable requests and directions of any resident building manager and the Owners Corporation regarding the conduct of the auction or open for inspection.

20.5 Functions or parties

If a Member or Occupier holds a function or party involving 10 or more guests, the Member or Occupier must:

(a) engage appropriate security at the main entrance of the Common Property to greet, admit and escort any guest to and from the appropriate lift and to provide security during the function;

(b) notify the other Members or Occupiers of lots, and any resident building manager, of the function; and

(c) make sure that the security staff they employ comply with the reasonable requests and directions of any resident building manager and the Owners Corporation.

21. Owners Corporation may recover costs

21.1 Owners Corporation may fix a Member's breach

If a Member or Occupier breaches these Rules the Owners Corporation may, at the Member's or Occupier's cost, do anything the Member or Occupier should have done under these Rules but which has not been done or which the Owners Corporation reasonably considers has not been done properly.

22. Owners Corporation may take action for a breach of these Rules

22.1 Owners Corporation may issue proceedings

The Owners Corporation may:

(a) issue proceedings;

(b) impose a fine or penalty; or

(c) both issue proceedings and impose a fine or penalty,

on any Member or Occupier who breaches any Rule.

22.2 Penalty interest

A Member or Occupier must pay to the Owners Corporation on demand interest at the rate each year equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* on any money payable by the Member or Occupier to the Owners Corporation, including owners corporation fees and levies, which remains unpaid after the due date. Interest will be computed from the date on which the payment became due.

23. Owners Corporation consent

(a) Where anything depends on the consent or approval of the Owners Corporation then, unless these Rules provide otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Owners Corporation.

(b) Any consent or approval of the Owners Corporation means the prior written consent, approval or authority.

(c) A consent or approval of the Owners Corporation may be revoked.

(d) A conditional consent or revocation of consent made by the Owners Corporation may be evidenced by a minute of a resolution of the Owners Corporation.

24. Member complaints

A complaint or request for approval by a Member or Occupier made to the Owners Corporation must be in writing and sent to the managing agent, if there is one, or to the secretary of the Owners Corporation.

25. Member indemnity

The Member or Occupier of each lot must indemnify and hold harmless the Owners Corporation against all claims resulting from any damage, loss, death or injury in connection with that Member's or Occupier's lot, or their use and occupation of that lot or the Common Property except to the extent that such claims arise out of the negligence of the Owners Corporation.

26. Using a lot for business

26.1 Member must comply with law

(a) A Member or Occupier must not use their lot or any part of the Common Property for any trade or business unless:

(i) the Owners Corporation consents; and

(ii) the trade or business does not cause any nuisance to occupiers of other lots; and

(iii) they comply with any health, noise and other laws and regulations governing the proposed trade or business, including getting any necessary permit, licence and insurance; and

(iv) the planning scheme permits the lot or that part of the Common Property to be used for the proposed trade or business.

(b) Rule 26.1 (a) does not apply if the lot is a Serviced Apartment or the lot is being used by a Member or Occupier as barristers' chambers.

26.2 Serviced Apartments

(a) A Member or Occupier of a lot which is a Serviced Apartment is permitted without the consent of the Owners Corporation to use the lot as a serviced apartment.

(b) A Member or Occupier of a lot which is not a Serviced Apartment must not allow or permit the lot to be used as a serviced apartment.

26.3 Lots 17 and 18

A Member or Occupier of Lots 17 and 18 on the Plan is permitted without the consent of the Owners Corporation to use the lot for the purpose of the operation and administration of a sales office for the purposes of sales in a vacation ownership / timeshare club including the conducting of sales presentations and any other ancillary purpose.

26.4 Lot 19

A Member or Occupier of Lot 19 on the Plan is permitted without the consent of the Owners Corporation to use the lot for the purpose of conducting usual reception services associated with the Serviced Apartments.

26.5 Additional obligations concerning rubbish disposal

Without limiting any other rule, a Member or Occupier of any lot used for any trade or business must:

(a) take out their own bins on each rubbish collection day and bring the bins in within one hour of the bins being emptied;

(b) make sure bin lids are securely closed;

(c) make sure bins are kept clean;

(d) make sure all cardboard and paper is cut or folded and fits into the bins;

(e) store all bins in appropriate areas of the lot;

(f) not leave rubbish on Common Property;

(g) not make unnecessary noise when filling bins; and

(h) not carry on the trade or business (nor allow access to their lot for cleaning) outside the hours of 7.00am and 11.00pm on weekdays and 7.00am and 12.00 midnight on weekends.

26.6 Specific rule concerning alcohol and food consumption on Common Property

Despite any other rule to the contrary, glassware may be used, and food and alcohol may be consumed, on Common Property which is:

(a) immediately adjacent to a lot used as a licensed restaurant, bar or café and licensed by the Owners Corporation to the Member or Occupier for ancillary use to their trade or business; or

(b) licensed by the Owners Corporation to the Member or Occupier for ancillary use to the trade or business of the relevant Member or Occupier.

26.7 Additional obligations concerning fire control

In any lot used for trade or business:

(a) all upholstered furnishings, curtains, carpets and other fixtures and fittings installed must:

(i) be flame retardant or treated with flame retardant to minimise the risk of ignition; and

(ii) have low flammability and flame spread; and

(b) wall and ceiling linings must be non-combustible.

26.8 Additional obligations for retail business

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

(i) comply with all health, noise and other regulations in carrying on the business from the lot;

(ii) restrict all deliveries to occur only between 7 am and 9 pm daily;

(iii) keep the grease traps clean and arrange for the grease traps to be emptied and maintained at the Member's cost;

(iv) not permit electronic gaming machines;

(v) make all reasonable attempts to address or treat any odours that emanate from the lot;

(vi) make sure that all wall, floor and ceiling linings and treatments are acoustically treated to an acoustic performance level of RW50; and

(vii) not operate the business (nor allow access to the lot for cleaning) except between 7.00am and 11.00pm on weekdays and 7.00am and 12.00 midnight on weekends.

(b) Despite anything else contained in these Rules but subject to Rule 26.6(c), the Occupier of any retail lot may carry on their reasonable business operation and apply for any liquor licence, planning permit or other legislative consent or permit which the Member or Occupier of that retail lot may apply for, so long as the Member or Occupier:

(i) operates their business lawfully;

(ii) obtains all liquor licences or other permits or consents required by law; and

(iii) conducts their business in accordance with any liquor licence, permit, consent and all relevant laws.

(c) Any Member or Occupier of a retail lot (including any office or suite) may not carry on any business or other operation which involves the letting, tenancy or leasing of any lot on the Plan.

27. Dispute resolution

27.1 Application of this Rule

The grievance procedure set out in this Rule 27 applies to disputes involving a Member, Occupier, manager or the Owners Corporation.

27.2 Procedure for dispute resolution

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

(b) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

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

(d) Delivery of the statement required under Rule 27.2(a) is sufficient notice under Rules 27.2(b) and 27.2(c).

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

(f) A party to the dispute may appoint a person to act or appear on their behalf at the meeting.

27.3 Dispute not resolved

(a) If the dispute is not resolved, the grievance committee or the Owners Corporation must notify each party of their right to take further action under Part 10 of the Act.

(b) This process is separate from and does not limit any further action under Part 10 of the Act.

Owners Corporation Rules

Owners Corporation No. 5 plan no: PS648185V

Property: 189 - 203 William Street and
518 – 532 Little Bourke Street, Melbourne, Victoria

Middletons
Melbourne office
Ref: BBOA.JTL.10039349

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Owners Corporation Rules

Owners Corporation No. 5 on plan no: PS648185V

Property: 189 – 203 William Street and 518 – 532 Little Bourke Street, Melbourne, Victoria

1. Definitions and interpretation

1.1 Defined terms

In these Rules:

(a) **Act** means the *Subdivision Act 1988 (Vic)*;

(b) **Advertising Space** means any part of the Common Property designated by the Owners Corporation for advertising purposes and includes any advertising space on any pylon, directory board or external façade of any building on the Common Property;

(c) **Authority** means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;

(d) **Common Property** means the common property shown as common property on the Plan;

(e) **Developer** means Hengyi Australia Pty Ltd ACN 146 702 687;

(f) **Development** means the residential and retail development at 189 – 203 William Street and 518 – 532 Little Bourke Street, Melbourne, Victoria;

(g) **Member** means a member of the Owners Corporation;

(h) **Occupier** means an occupier of a lot on the Plan;

(i) **Owners Corporation** means owners corporation plan no: PS648185V;

(j) **Plan** means plan of subdivision PS648185V;

(k) **Rules** means these rules;

(l) **Security Key** means a key, magnetic card or other device used to open and close doors, gates, windows or locks of a lot or the Common Property; and

(m) **Serviced Apartment** means a lot which is not restricted by the inclusion of a restrictive covenant on the certificate of title to the lot from being used as a serviced apartment;

(n) **Services** means the services and utilities provided for a lot or the Common Property including water, gas, electricity, lighting, sanitation, air-conditioning and ventilation, lights, escalators, elevators, fire control, security, telephone, facsimile, computer services and communications together with all plant and equipment needed to provide them.

1.2 Interpretation

In these Rules, unless the context requires otherwise:

(a) a heading may be used to help interpretation, but is not legally binding;

(b) a gender includes the other genders;

(c) the word "person" includes a natural person and any body or entity whether incorporated or not;

(d) a reference to a person includes that person's successors, personal representatives and permitted assigns;

(e) if 2 or more people are described as a party, each person is liable for their obligations and entitled to their rights jointly and severally;

(f) a reference to all or any part of a statute, ordinance or other law (**statute**) includes:

(i) any rules, regulations or other instruments made under that statute; and

(ii) that statute as amended, consolidated, re-enacted or replaced from time to time;

(g) a reference to an owners corporation includes any elected committee of the owners corporation,

(h) the word "include" or any form of that word, when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind; and

(i) a reference to a thing includes a part of that thing.

2. The Owners Corporation may grant special rights

2.1 Special rights

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

2.2 A Member must not interfere with another's rights

A Member or Occupier must not:

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

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

3. Members' obligations

3.1 A Member must do these things

A Member or Occupier must:

(a) keep their lot clean and in good repair;

(b) clean the windows and, to the extent that there is direct access to the exterior of the lot from their lot, the exterior of their lot, and keep them in good repair;

(c) promptly repair all broken glass or replace it with glass of the same or similar quality;

(d) keep any plants, gardens and lawns on their lot trimmed, well watered and in good condition and only use planter boxes, pot plants or similar which retain all water that drains from the planter box, pot plant or similar;

(e) remove any item or thing which is on any balcony or any exterior part of a their lot after being given notice by the Owners Corporation to removed that item or thing after the Owners Corporation has resolved that the item or thing is causing a nuisance or adversely affects the use and enjoyment of the Building, lots or Common Property by members and occupiers;

(f) keep their lot secure;

(g) use the Services, driveways, pathways and any other facilities in a lot or on any part of the Common Property only for their designated purpose;

(h) use any items placed on the Common Property by the Owners Corporation only for their designated purpose;

(i) promptly notify the Owners Corporation on becoming aware of:

(i) any damage or defect in a lot, the Common Property or to any Services; and

(ii) anything likely to cause danger or risk to any person or property in or near a lot or the Common Property;

(j) must be appropriately clothed when on any part of a lot visible from another lot and when on any part of the Common Property; and

(k) comply with any parking directions given orally or published by the Owners Corporation in respect of parking and driving on or about the Common Property.

3.2 A Member may do these things with Owners Corporation consent

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

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

(b) install, attach or hang any window coverings or awnings;

(c) install any blinds, bars, screens, grilles or other window or door furnishings or fittings on the exterior of any windows or doors;

(d) put anything in their lot which is visible from outside their lot or on any balcony or terrace which is inconsistent with the appearance of other lots or the Common Property or adversely effects the outward appearance of their lot or the Common Property;

(e) hang a wind chime or other item on or from a balcony or terrace;

(f) store or use dangerous or flammable substances except Owners Corporation consent is not needed for storage or use of dangerous or flammable substances:

(i) in the normal conduct of the Member's or Occupier's use of their lot;

(ii) only in such quantities permitted by law; and

(iii) only if stored strictly in accordance with all relevant safety standards; and

(g) do anything which may cause any insurance premium payable by the Owners Corporation to be increased.

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

A Member or Occupier must not:

(a) obstruct the lawful use of Common Property by any person;

(b) make any noise or behave in a way likely to interfere with the peaceful enjoyment of any person in another lot or lawfully using Common Property;

(c) allow any hazardous, noxious, offensive or unlawful thing to happen including anything causing annoyance, nuisance, danger or damage to any person or property;

(d) paint, finish, mark, damage, deface or otherwise alter the exterior of any building or improvement forming part of any lot or the Common Property;

(e) tint or otherwise treat any windows or other glazed parts of their lot or the Common Property;

(f) obstruct any of the entrances, exits or passages to any lot or to or on the Common Property;

(g) throw anything over any balcony or from any Common Property;

(h) use any balcony or terrace as a place of storage;

(i) keep or allow a planter box, plant pot or similar to be placed on a balcony or terrace of their lot which allows water to drain through drainage holes;

(j) do anything which may invalidate or suspend any insurance policy effected by the Owners Corporation;

(k) hinder or obstruct any contractor or workman employed by the Owners Corporation;

(l) use offensive language or behave in a way which may cause offence or embarrassment to another person;

(m) subject to Rule 26.6, smoke or drink alcohol in any part of the Common Property;

(n) throw cigarette butts or cigarette ash on the Common Property;

(o) allow any child under the Member's or Occupier's control to play on any part of the Common Property;

(p) allow any child under the Member's or Occupier's control to be in any part of the Common Property which may be dangerous or hazardous to children, including any car park, driveway, stairs or swimming pool, unless the child is with an adult;

(q) allow any person under the Member's or Occupier's control to use skateboards, roller skates or roller blades on the Common Property;

(r) remove any item from the Common Property which has been placed there by the Owners Corporation;

(s) interfere with or modify any Services;

(t) interfere with or modify any intercom, television aerial or communication system;

(u) enter any plant room;

(v) operate any electronic or other equipment which interferes with any television, radio, telephone, computer or domestic appliances lawfully being used on any other lot or the Common Property;

(w) install or use any intruder alarm which makes a sound which can be heard from outside their lot;

(x) use a barbecue or other cooking appliance on any Common Property except any barbecue supplied by the Owners Corporation on Common Property and then only in accordance with any direction issued by the Owners Corporation regarding its use;

(y) hang any clothing, towel, bedding or other item in a place which can be seen from outside their lot;

(z) except in accordance with Rule 17, put up any 'for sale' or 'for lease' signs on Common Property; and

(aa) damage any plants, gardens and lawns on the Common Property.

3.4 Damage to Common Property

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

4. Rubbish disposal

4.1 A Member must do these things

A Member or Occupier must:

(a) keep rubbish in appropriate containers and make sure rubbish is cleared on collection days; and

(b) comply with any directions of the Owners Corporation concerning disposal or recycling of rubbish.

4.2 Specific things a Member must do

Without limiting Rule 4.1, a Member or Occupier must:

(a) clean, drain and place glass, unbroken, in the area which the Owners Corporation provides for this purpose;

(b) store recyclable items, including paper and plastic, in the area which the Owners Corporation provides for this purpose;

(c) flatten cardboard and packaging and place it neatly in the area which the Owners Corporation provides for this purpose; and

(d) drain and securely wrap rubbish in small parcels or bags and put them in the rubbish chute if there is one.

4.3 A Member must not do these things

A Member or Occupier must not:

(a) leave any rubbish, pallet, equipment or articles of any kind on the Common Property except in a receptacle or area specifically provided for that purpose by the Owners Corporation;

(b) deposit any hard rubbish or flammable materials through any rubbish chute; or

(c) burn rubbish or other materials in their lot or on the Common Property.

4.4 Retail area

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

(a) take out their own rubbish bins on each rubbish collection day to the bin collection area nominated by the Owners Corporation and bring the bins in before 9.00 am on each collection day Monday to Saturday, and before 10.00 am on Sundays;

(b) avoid unnecessary noise when filling rubbish bins and make sure that contractors pick up the bins between the hours of 6.00 am and 9.00 am Monday to Saturday, and 6.00 am and 10.00 am Sundays;

(c) make sure that lids on the bins are securely closed at all times and that the bins are kept clean;

(d) store all bins, bottles, cardboard, paper and any other refuse within their lot (but not any car park forming part of their lot) or in the area which the Owners Corporation provides for this purpose;

(e) only place rubbish bins, bottles, cardboard, paper or any other refuse on Common Property provided by the Owners Corporation for rubbish bin and recycling collection at the appropriate times for collection;

(f) make sure that any perishable rubbish is refrigerated and hidden from view; and

(g) wash rubbish bins only within their lot (excluding any car park forming part of their lot) or in the area which the Owners Corporation provides for this purpose.

5. Animals

5.1 Members must not keep animals

Subject to rule 5.3, a Member or Occupier must not keep any animals in or near their lot or the Common Property, except for disability assistance dogs (**Permitted Animals**).

5.2 Rules for Permitted Animals

A Member or Occupier must make sure that any Permitted Animal:

(a) is properly restrained and kept on a leash or carried in a cage at all times when on Common Property;

(b) does not urinate or defecate on Common Property;

(c) enters or leaves their lot through the basement and not through the main entrance lobby, if there is one; and

(d) is permanently removed from their lot or the Common Property after the Member or Occupier is requested to do so by the Owners Corporation if the Owners Corporation has resolved that the Permitted Animal is causing a nuisance.

5.3 Application to Owners Corporation to keep animals

(a) A Member or Occupier may make an application to the Owners Corporation to keep an Animal, not including Permitted Animals, in or near their lot or the Common Property (**Application**).

(b) The Application to the Owners Corporation must set out:

(i) details of the Animal the subject of the application; and

(ii) any other information or details as may be reasonably requested by the Owners Corporation in relation to the Application.

(c) The Owners Corporation may, in its absolute discretion, approve the Application conditionally or unconditionally.

(d) Without limiting rule 5.3(c), approval of the Application will always be subject to the following conditions:

(i) the approval granted by the Owners Corporation relates exclusively to the Animal the subject of the Application in relation to the lot owned or occupied by the Member and Occupier;

(ii) a Member or Occupier must make a separate Application to the Owners Corporation for any additional Animal;

(iii) the Owners Corporation may withdraw its approval to the Application at any time, in its absolute discretion, including due to any complaints from other Members or Occupiers relating to noise, smell or the Animal's behaviour; and

(iv) where the Owners Corporation withdraws its approval in accordance with rule 5.3(d)(iii), the Animal must be removed from the Development within 14 days of receiving written notification from the Owners Corporation.

(e) A Member or Occupier must make sure that any Animal:

(i) is not left unattended by the Member or Occupier at any time when on the Common Property;

(ii) is properly restrained and kept on a leash or carried in a cage at all times when on Common Property;

(iii) does not urinate or defecate on Common Property and, where the Animal does urinate or defecate on Common Property, the Member or Occupier must immediately attend to clean up or removal; and

(iv) enters or leaves their lot through the basement and not through the main entrance lobby, if there is one.

(f) The Member or Occupier acknowledges and agrees:

(i) to indemnify the Owners Corporation against any claims, demands, actions, proceedings, losses, costs, expenses and damages caused directly or indirectly from any damage or harm to persons or property at the Development caused or contributed to by the Animal; and

(ii) releases the Owners Corporation from any such claims, demands, actions, proceedings, losses, costs, expenses and damages.

(g) In this rule, **Animal** means any domestic or tamed animal kept by a person for companionship or pleasure rather than utility but, at all times, to be at the discretion of the Owners Corporation.

6. Vehicles on the Common Property

6.1 A Member must do these things

A Member or Occupier must:

(a) only use car parking spaces to park vehicles;

(b) promptly clean up any oil or other fluid emitted by any vehicle the Member or Occupier brings into the Common Property;

(c) observe any parking directions given by the Owners Corporation;

(d) observe every traffic sign on or at the entrance or exit of any car parking spaces;

(e) observe any condition of entry of the Owners Corporation concerning the car parking spaces;

(f) make sure that any vehicle is parked wholly within a marked car parking space; and

6.2 A Member must not do these things

A Member or Occupier must not:

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

(b) park or leave a vehicle on Common Property so as to obstruct a driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation;

(c) leave any unregistered vehicle on a lot or on the Common Property;

(d) park in an area allocated for visitor parking; or

(e) allow a visitor to park in a visitor parking area for more than 48 hours.

6.3 The Owners Corporation may do these things

The Owners Corporation may:

(a) move any vehicle which is not parked wholly within a marked car parking space;

(b) move any vehicle which is not parked in the spot designated for that vehicle;

(c) install traffic signs in the car parking area and the entrances and exits to the car parking area; and

(d) designate car parks, including by numbering or line marking.

7. Bicycle storage

A Member or Occupier must:

(a) store any bicycle in the area which the Owners Corporation provides for this purpose; and

(b) not bring any bicycle into a lot or any part of the Common Property, including the foyers, stairwells, hallways, garden areas, balconies or any other area designated by the Owners Corporation.

8. Storage cage

A Member or Occupier must:

(a) not install a storage cage without Owners Corporation consent;

(b) only line storage cages with black shade cloth; and

(c) not modify the external appearance of a storage cage.

9. Using the Gym and Pool

9.1 Meaning of words

In these Rules:

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

Pool means any swimming pool, spa or wading pool on the Common Property; and

Pool Area means the area surrounding the Pool as designated by the Owners Corporation.

9.2 Rules for using the Gym and Pool

The following Rules apply to the use of the Gym, the Pool and the Pool Area:

(a) the Gym, Pool and Pool Area may only be used by Members, Occupiers and their guests;

(b) guests may use the Gym, Pool and Pool Area only if accompanied by a Member or Occupier;

(c) the Gym, Pool and Pool Area must not be used for any commercial purpose, including use by personal trainers except with the written consent of the Owners Corporation;

(d) appropriate clothing and footwear must be worn in the Gym, Pool and Pool Area;

(e) no food or alcohol can be taken into the Gym, Pool or Pool Area;

(f) no music is allowed in the Gym, Pool or Pool Area without the consent of the Owners Corporation or the caretaker or the Gym, Pool and Pool Area operator or manager (if applicable);

(g) smoking is not permitted in the Gym, Pool or Pool Area;

(h) the hours of use for the Gym, Pool and Pool Area are between 6.00am and 10.00pm 7 days a week;

(i) only Members, Occupiers and guests who have had a fitness evaluation may use the Gym equipment;

(j) children are not permitted in the Gym;

(k) Gym users must bring their own towels to use on the Gym equipment;

(l) Gym users must wipe down all Gym equipment after use;

(m) children are permitted in the Pool or Pool Area only if accompanied and supervised by an adult;

(n) no glass can be taken into the Pool or Pool Area;

(o) Pool users must shower before entering the Pool;

(p) Pool users must dry themselves before leaving the Pool Area;

(q) running and ball games are not permitted in the Pool and Pool Area; and

(r) all users of the Gym, Pool and Pool Area do so at their own risk.

10. Using the Conference Rooms

10.1 Meaning of words

In these Rules:

Conference Rooms means:

(a) the conference room located on the Common Property on Level 1 of the Building; and

(b) any other meeting rooms, designated by the Owners Corporation, on the Common Property Level 1.

Booking Request has the meaning given to it under rule 10.2(d):

10.2 Conference Rooms Booking Guidelines:

The following Rules apply to booking the Conference Rooms:

(a) The Conference Rooms booking guidelines are determined by the building manager acting reasonably, fairly and in the interests of all Members and Occupiers, from time to time and must be made available to Members and Occupiers.

(b) Subject to availability, the Conference Rooms may be booked by Members and Occupiers.

(c) Any Booking Request must be made with the building manager.

(d) The Booking Request means a written request:

(i) Made and signed by the Member or Occupier;

(ii) containing the words "CONFERENCE ROOMS BOOKING REQUEST" on top of the request;

(iii) including the conference date and day that the Conference Rooms are to be booked;

(iv) conference start and finish times;

(v) number of conference attendees (maximum not to exceed 100);

(vi) nature of the event or conference;

(vii) the Member or Occupier's full names, surname, lot number and contact numbers; and

(viii) any special requirements.

(e) The Booking Request must be provided to the building manager, by way of facsimile, email or by hand or as directed by the building manager from time to time, during business hours, Monday to Friday 8.30am to 05.00pm, With no less than:

(i) 2 days prior to the conference date for conferences and meetings with no more than 10 attendees; and

(ii) 14 days prior to the conference date for conferences and meetings with more than 10 attendees

(f) The building manager must, following receipt of the Booking Request, confirm in writing acceptance of or decline the Booking Request.

(g) If the Booking Request is declined, the building manager must provide its reason.

(h) If the Booking Request is accepted (***Booking Request Acceptance***), the building manager must confirm and inform the Member or Occupier thereof.

(i) The Member or Occupier must pay a refundable deposit within two business days following receipt of the Booking Request Acceptance.

(j) The building manager may deduct from the deposit any reasonable amount for special requirements, cleaning and repairs for damages caused following the event or conference. If the deposit is insufficient the Member or Occupier will be held liable for any associated costs.

10.3 What the Members and Occupiers may not:

Subject to the discretion of the building manager acting reasonably, fairly and in the interests of all Members and Occupiers, the Members and Owners must not book the Conference Room:

(a) more than once a week; and

(b) for a continued period exceeding 3 hours.

11. Building works

11.1 No building works without Owners Corporation consent

A Member or Occupier must get Owners Corporation consent before they may do any building works relating to the lot or the Services (for example, demolishing walls or altering the interior design of a lot).

11.2 The process for building works

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

(a) if the Owners Corporation asks, promptly give the Owners Corporation copies of all detailed drawings and other specifications of the proposed building works;

(b) follow the reasonable requirements and directions of the Owners Corporation;

(c) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and give a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation;

(d) make sure the proposed building works are done in a proper and workmanlike way and following any drawings and specifications;

(e) get any necessary permits or approvals to allow the proposed building works to be done and give copies of them to the Owners Corporation;

(f) make sure that the proposed building works comply with all laws, including getting an occupancy permit or final inspection, when necessary; and

(g) make sure the proposed building works are done at times (and must not allow building works to be carried out between the hours of 5pm to 8am on any day) and in a way that minimises damage, disturbance and inconvenience to others.

11.3 Restrictions on building works

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

(a) no building materials may be stacked or stored outside their lot;

(b) no scaffolding may be erected on the Common Property or the exterior of their lot;

(c) building works must be done during times permitted by local laws, as required by any responsible Authority;

(d) the exterior of any building on the lot and the Common Property must be clean and in a safe state at all times;

(e) construction vehicles and construction worker's vehicles must not be brought into or parked on the Common Property;

(f) the method of building operations, means of access, use of Common Property, on-site management, building protection and hours of work must comply with the reasonable directions of the Owners Corporation;

(g) access to other lots or the Common Property to install or maintain Services or to do any building works requires the consent of the owner of the relevant lot or, in the case of Common Property, the consent of the Owners Corporation; and

(h) no interference to be caused to the retail or commercial operations within the Development, including restricting access to lots on which retail or commercial activities take place.

11.4 Damage to Common Property

(a) A Member or Occupier must immediately:

(i) repair any damage to the Common Property and Services caused by the building works; and

(ii) clean and remove any dirt, debris or other rubbish resulting from the building works.

(b) If the Member or Occupier breaches this Rule 11, the Member or Occupier indemnifies the Owners Corporation against any damage, expense, loss or liability incurred by the Owners Corporation if the Owners Corporation makes good any damage to, or cleans, the Common Property and the Services.

11.5 The Member must pay Owners Corporation costs

If the Owners Corporation requires advice from an architect or other consultant concerning the proposed building works, the Member or Occupier must pay on demand the reasonable fees and expenses which the Owners Corporation incurs for seeking that advice.

12. Receiving or delivering Large Items

12.1 Meaning of words

In this Rule:

Large Items means furniture, goods, equipment or any item which may damage or obstruct any part of the Common Property; and

Subject to Rule 12.2, **Route** means the part of the Common Property through which the Member or Occupier proposes to move a Large Item.

12.2 Moving Large Items

When delivering or receiving Large Items, the Member or Occupier must:

(a) notify the Owners Corporation of the Member's or Occupier's intention to move the Large Items at least 48 hours before the proposed move;

(b) allow a representative of the Owners Corporation to be present when the Large Items are moved;

(c) comply with all directions of the Owners Corporation, including the date and time for moving the Large Items and coordinating removalists or tradespeople involved in the move;

(d) only use those parts of the Common Property, and at such times, as the Owners Corporation allows;

(e) only use service lifts or lifts designated by the Owners Corporation and not use passenger lifts to carry the Large Items and, if the Owners Corporation requires, only after the Owners Corporation has placed protective covers in the lift to minimise damage;

(f) not allow any Large Items to contact lift doors or walls, including static contact by leaning or stacking the Large Items against the lift door;

(g) not restrict access to any lifts, lobbies, fire escapes or car parking area; and

(h) not carry the Large Items through any building or the Common Property unless the Owners Corporation consents first.

12.3 Damage to Common Property

(a) Subject to Rule 12.2, before a Member or Occupier may move a Large Item, they must inspect the Route with the Owners Corporation to establish the state of repair of the Route.

(b) A Member must immediately:

(i) repair any damage to the Common Property and Route caused by moving the Large Items;

(ii) remove any rubbish, including paper, boxes or cartons; and

(iii) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to or cleaning of the Common Property and the Route.

12.4 Moving in and vacating

Without limitation, Rule 12 applies to any items moved into or out of a lot when a Member or Occupier moves into or vacates a lot.

13. Members not to damage structures

13.1 Structural integrity of buildings

A Member or Occupier must not do anything that may interfere with:

(a) any support or shelter given by a lot or a part of the Common Property for any other lot or any other part of the Common Property;

(b) the structural or functional integrity of their lot, or any building or improvement on any part of the Common Property; or

(c) the Services.

13.2 Floor loading

A Member or Occupier must observe the maximum floor loadings of their lot, and any building or improvement on any part of the Common Property.

14. Obeying laws

A Member or Occupier must obey any law or notice from an Authority requiring the Member or Occupier to do or stop doing anything.

15. Emergency procedures

15.1 Fire drills

A Member or Occupier must:

(a) observe all fire and emergency drills. This includes participating in any building evacuation;

(b) make sure that they are aware of all safety and emergency procedures; and

(c) follow the directions of any person who the Owners Corporation nominates as a fire warden to supervise the orderly evacuation of their lot and the Common Property during any drill or emergency.

15.2 Imminent danger

If there is any danger or threat concerning their lot or the Common Property (for example, a bomb threat), a Member or Occupier must immediately

(a) notify the Owners Corporation of the danger or threat;

(b) obey Owners Corporation instructions, including evacuating the lot or the Common Property; and

(c) obey the instructions of the police, fire brigade or any other relevant Authority.

15.3 Emergency equipment

A Member or Occupier must:

(a) not use or interfere with any fire safety or other emergency equipment except in the case of an emergency;

(b) not obstruct any fire stairs or fire escape;

(c) comply with all fire laws in respect of their lot, including installing all required fire fighting equipment and smoke detectors;

(d) make sure that all fire safety and other emergency equipment installed in their lot are properly maintained and tested, and that back up batteries for smoke detectors are replaced as necessary; and

(e) not cause a false fire alarm. If the Owners Corporation incurs a cost from the responsible fire Authority because of a false fire alarm, the Owners Corporation may recover the cost from the Member or Occupier responsible.

15.4 Fire control

The Owners Corporation may secure and keep the Common Property and any lots safe from fire or other hazards. This includes:

(a) permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a lot; and

(b) allowing a part of the Common Property to be used for security purposes, including monitoring security and safety of lots, even if this means excluding Members and Occupiers from using that part of the Common Property.

16. Security

16.1 Owners Corporation may issue Security Keys

The Owners Corporation may:

(a) restrict access to any part of the Common Property by securing that part and restricting access to Security Key holders;

(b) make the number of Security Keys it determines necessary available to Members or Occupiers free of charge; and

(c) charge a reasonable fee for any additional Security Key requested by a Member of Occupier.

16.2 Members cannot copy keys or change locks

A Member or Occupier must:

(a) not make any unauthorised copies of Security Keys;

(b) immediately tell the Owners Corporation if a Security Key is lost or damaged; and

(c) not change the locks on any Common Property.

16.3 Security Keys are Members' responsibility

A Member or Occupier:

(a) is responsible for the safe keeping of their Security Keys;

(b) must make sure that their Security Keys are not used by any person other than another Member or Occupier; and

(c) must include a requirement in any lease or licence for the tenant or licensee to return the Security Keys to the Member or Occupier at the end of tenant's or licensee's occupation of their lot.

16.4 Security of Common Property

(a) A Member or Occupier must not do anything which may prejudice the security or safety of the Common Property or any person in or near the Common Property.

(b) A Member or Occupier must not allow anyone to follow them through security doors or entrances into any part of the Common Property.

(c) Security cameras may be operating and recording throughout the Common Property.

17. Advertising Space

17.1 Owners Corporation may allocate Advertising Space

The Owners Corporation may allocate any part of the Advertising Space to a Member or Occupier.

17.2 Member or Occupier must give their details and pay costs

If the Owners Corporation allocates any Advertising Space to a Member or Occupier under Rule 17.1, the Member or Occupier must:

(a) give the Owners Corporation details of the trading name, trade mark or corporate logo (**Member's Sign**) that it requires to be entered on the Advertising Space when the Owners Corporation asks;

(b) pay all costs incurred by the Owners Corporation for entering the Member's Sign on the Advertising Space; and

(c) pay any reasonable yearly fee set by the Owners Corporation to maintain the Member's Sign. The fee is payable by quarterly instalments, due in advance, at the same time and in the same way as the Owners Corporation fees.

17.3 Design of entry at the discretion of Owners Corporation

(a) The design, style, format, colour and size of the entries on the Advertising Space are entirely at the discretion of the Owners Corporation and building manager (acting reasonably, fairly and in the interests of all Members and Occupiers).

(b) Members and Occupiers acknowledge that there may be a limited amount of Advertising Space. The Owners Corporation does not have to enter a Member's Sign on the Advertising Space if there is insufficient space for a Member's Sign or the building manager determines (acting reasonably, fairly and in the interests of all Members and Occupiers), that it does not fit the aesthetics of the Building.

17.4 Owners Corporation must maintain the Advertising Space

The Owners Corporation must use reasonable endeavours to make sure the Advertising Space is kept clean and in good condition.

18. Access to a lot by the Owners Corporation

(a) After giving a Member or Occupier at least 1 day notice, the Owners Corporation may enter a lot to:

(i) inspect the interior of the lot;

(ii) inspect and test any Services;

(iii) trace and repair any leak from or defect in any Service; and

(iv) maintain the Services.

(b) The Owners Corporation may enter a lot at any time without giving notice to the Member or Occupier in an emergency.

(c) In exercising the Owners Corporation's right under this Rule 18, the Owners Corporation must use reasonable endeavours to cause as little disruption as possible to the Member's or the Occupier's use of the lot.

(d) If the Owners Corporation repairs a leak or defect in any Service which is caused by the Member or Occupier, the Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation in repairing the leak or defect.

19. Developer may install advertising signs

Until either:

(a) 5 years after the date of registration of the Plan; or

(b) the Developer no longer owns a lot on the Plan,

whichever happens first, the Developer or any agent of the Developer may erect 'for sale' or other advertising signs (**Developer's Signs**) on any part of the Common Property as long as the Developer:

(c) gives the Owners Corporation details of the Developer's Signs, including their proposed location;

(d) pays all costs for erecting the Developer's Signs;

(e) does not damage the Common Property or the structural or functional integrity of any lot, or any building or improvement on any part of the Common Property; and

(f) repairs any damage to the Common Property caused by the Developer.

20. Compliance with Rules by others

20.1 Invitees

A Member or Occupier must take all reasonable steps to make sure that their invitees obey these Rules. If their invitees do not obey these Rules, the Member or Occupier must immediately make sure their invitees leave their lot and the Common Property. The Owners Corporation may remove any person from the Common Property if the Owners Corporation believes that person is behaving inappropriately.

20.2 Tenants and licensees

A Member or Occupier of a lot subject to a lease or licence must:

(a) take all reasonable steps (including any action available under the lease or licence) to make sure any tenant or licensee of the lot and their invitees obey these Rules; and

(b) make sure that the lease or licence contains a condition requiring the tenant or licensee to obey these Rules.

20.3 Contractors

A Member or Occupier must make sure that their contractors enter and exit through the basement only (if there is one) or through the means of access nominated by the Owners Corporation.

20.4 Leasing or selling agents

(a) Other than were the Owners Corporation has entered into an exclusive letting agent agreement, a Member or Occupier of a lot must make sure that any selling or leasing agent engaged by the Member or Occupier does not place any exhibit or advertising boards on Common Property or on a footpath.

(b) If a Member or Occupier has an auction or open for inspection of their lot, they must make sure that they engage a selling or leasing agent to attend the auction or open for inspection. The selling or leasing agent must:

(i) dress appropriately and professionally;

(ii) control the front entry to their lot as well as the main entry to the Common Property;

(iii) monitor any person who enters for the auction or open for inspection and make sure that person conducts themselves appropriately;

(iv) escort any person attending the auction or open for inspection to and from the main entry of the Common Property to and from their lot; and

(v) comply with the reasonable requests and directions of any resident building manager and the Owners Corporation regarding the conduct of the auction or open for inspection.

20.5 Functions or parties

If a Member or Occupier holds a function or party involving 10 or more guests, the Member or Occupier must:

(a) engage appropriate security at the main entrance of the Common Property to greet, admit and escort any guest to and from the appropriate lift and to provide security during the function;

(b) notify the other Members or Occupiers of lots, and any resident building manager, of the function; and

(c) make sure that the security staff they employ comply with the reasonable requests and directions of any resident building manager and the Owners Corporation.

21. Owners Corporation may recover costs

21.1 Owners Corporation may fix a Member's breach

If a Member or Occupier breaches these Rules the Owners Corporation may, at the Member's or Occupier's cost, do anything the Member or Occupier should have done under these Rules but which has not been done or which the Owners Corporation reasonably considers has not been done properly.

22. Owners Corporation may take action for a breach of these Rules

22.1 Owners Corporation may issue proceedings

The Owners Corporation may:

(a) issue proceedings;

(b) impose a fine or penalty; or

(c) both issue proceedings and impose a fine or penalty,

on any Member or Occupier who breaches any Rule.

22.2 Penalty interest

A Member or Occupier must pay to the Owners Corporation on demand interest at the rate each year equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* on any money payable by the Member or Occupier to the Owners Corporation, including owners corporation fees and levies, which remains unpaid after the due date. Interest will be computed from the date on which the payment became due.

23. Owners Corporation consent

(a) Where anything depends on the consent or approval of the Owners Corporation then, unless these Rules provide otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Owners Corporation.

(b) Any consent or approval of the Owners Corporation means the prior written consent, approval or authority.

(c) A consent or approval of the Owners Corporation may be revoked.

(d) A conditional consent or revocation of consent made by the Owners Corporation may be evidenced by a minute of a resolution of the Owners Corporation.

24. Member complaints

A complaint or request for approval by a Member or Occupier made to the Owners Corporation must be in writing and sent to the managing agent, if there is one, or to the secretary of the Owners Corporation.

25. Member indemnity

The Member or Occupier of each lot must indemnify and hold harmless the Owners Corporation against all claims resulting from any damage, loss, death or injury in connection with that Member's or Occupier's lot, or their use and occupation of that lot or the Common Property except to the extent that such claims arise out of the negligence of the Owners Corporation.

26. Using a lot for business

26.1 Member must comply with law

(a) A Member or Occupier must not use their lot or any part of the Common Property for any trade or business unless:

(i) the Owners Corporation consents; and

(ii) the trade or business does not cause any nuisance to occupiers of other lots; and

(iii) they comply with any health, noise and other laws and regulations governing the proposed trade or business, including getting any necessary permit, licence and insurance; and

(iv) the planning scheme permits the lot or that part of the Common Property to be used for the proposed trade or business.

(b) Rule 26.1 (a) does not apply if the lot is a Serviced Apartment or the lot is being used by a Member or Occupier as barristers' chambers.

26.2 Serviced Apartments

(a) A Member or Occupier of a lot which is a Serviced Apartment is permitted without the consent of the Owners Corporation to use the lot as a serviced apartment.

(b) A Member or Occupier of a lot which is not a Serviced Apartment must not allow or permit the lot to be used as a serviced apartment.

26.3 Lots 17 and 18

A Member or Occupier of Lots 17 and 18 on the Plan is permitted without the consent of the Owners Corporation to use the lot for the purpose of the operation and administration of a sales office for the purposes of sales in a vacation ownership / timeshare club including the conducting of sales presentations and any other ancillary purpose.

26.4 Lot 19

A Member or Occupier of Lot 19 on the Plan is permitted without the consent of the Owners Corporation to use the lot for the purpose of conducting usual reception services associated with the Serviced Apartments.

26.5 Additional obligations concerning rubbish disposal

Without limiting any other rule, a Member or Occupier of any lot used for any trade or business must:

(a) take out their own bins on each rubbish collection day and bring the bins in within one hour of the bins being emptied;

(b) make sure bin lids are securely closed;

(c) make sure bins are kept clean;

(d) make sure all cardboard and paper is cut or folded and fits into the bins;

(e) store all bins in appropriate areas of the lot;

(f) not leave rubbish on Common Property;

(g) not make unnecessary noise when filling bins; and

(h) not carry on the trade or business (nor allow access to their lot for cleaning) outside the hours of 7.00am and 11.00pm on weekdays and 7.00am and 12.00 midnight on weekends.

26.6 Specific rule concerning alcohol and food consumption on Common Property

Despite any other rule to the contrary, glassware may be used, and food and alcohol may be consumed, on Common Property which is:

(a) immediately adjacent to a lot used as a licensed restaurant, bar or café and licensed by the Owners Corporation to the Member or Occupier for ancillary use to their trade or business; or

(b) licensed by the Owners Corporation to the Member or Occupier for ancillary use to the trade or business of the relevant Member or Occupier.

26.7 Additional obligations concerning fire control

In any lot used for trade or business:

(a) all upholstered furnishings, curtains, carpets and other fixtures and fittings installed must:

(i) be flame retardant or treated with flame retardant to minimise the risk of ignition; and

(ii) have low flammability and flame spread; and

(b) wall and ceiling linings must be non-combustible.

26.8 Additional obligations for retail business

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

(i) comply with all health, noise and other regulations in carrying on the business from the lot;

(ii) restrict all deliveries to occur only between 7 am and 9 pm daily;

(iii) keep the grease traps clean and arrange for the grease traps to be emptied and maintained at the Member's cost;

(iv) not permit electronic gaming machines;

(v) make all reasonable attempts to address or treat any odours that emanate from the lot;

(vi) make sure that all wall, floor and ceiling linings and treatments are acoustically treated to an acoustic performance level of RW50; and

(vii) not operate the business (nor allow access to the lot for cleaning) except between 7.00am and 11.00pm on weekdays and 7.00am and 12.00 midnight on weekends.

(b) Despite anything else contained in these Rules but subject to Rule 26.6(c), the Occupier of any retail lot may carry on their reasonable business operation and apply for any liquor licence, planning permit or other legislative consent or permit which the Member or Occupier of that retail lot may apply for, so long as the Member or Occupier:

(i) operates their business lawfully;

(ii) obtains all liquor licences or other permits or consents required by law; and

(iii) conducts their business in accordance with any liquor licence, permit, consent and all relevant laws.

(c) Any Member or Occupier of a retail lot (including any office or suite) may not carry on any business or other operation which involves the letting, tenancy or leasing of any lot on the Plan.

27. Dispute resolution

27.1 Application of this Rule

The grievance procedure set out in this Rule 27 applies to disputes involving a Member, Occupier, manager or the Owners Corporation.

27.2 Procedure for dispute resolution

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

(b) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

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

(d) Delivery of the statement required under Rule 27.2(a) is sufficient notice under Rules 27.2(b) and 27.2(c).

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

(f) A party to the dispute may appoint a person to act or appear on their behalf at the meeting.

27.3 Dispute not resolved

(a) If the dispute is not resolved, the grievance committee or the Owners Corporation must notify each party of their right to take further action under Part 10 of the Act.

(b) This process is separate from and does not limit any further action under Part 10 of the Act.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7. Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 working days after the dispute comes to the attention of all the parties.

(a) 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.

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

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

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

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

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

MRE
12 Yarra Street,
South Yarra, VIC 3141

P: 03 9829 2900
ABN: 14005638675

Residential Rental Agreement - Renewal

for

2026/199 William Street, MELBOURNE VIC 3000

This agreement is between **Danny Tan**
and **Nattida Timapagorm, Supapit Dangprasert**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Wed 19/06/2024

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

2026/199 William Street, MELBOURNE VIC **Postcode** 3000

3. Rental provider details

Full name or company name of rental provider	Danny Tan
Address (if no agent is acting for the rental provider)	**Postcode**
Phone number	
ACN (if applicable)	
Email address	

Rental provider's agent details (if applicable)

Full name	MRE
Address	12 Yarra Street, South Yarra, VIC **Postcode** 3141
Phone number	03 9829 2900
ACN (if applicable)	
Email address	

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**	Nattida Timapagorm
Current Address:	2026/199 William Street **Postcode**
Phone number:	0455108806
Email:	icetimapagorn@gmail.com
Full name of **renter 2**	Supapit Dangprasert
Current Address:	2026/199 William Street **Postcode**
Phone number:	0413 089 128
Email:	spmhottest@gmail.com
Full name of **renter 3**	
Current Address:	**Postcode**
Phone number:	
Email:	
Full name of **renter 4**	
Current Address:	**Postcode**
Phone number:	
Email:	

5. Length of the agreement

☑ Fixed term agreement — Start date: Fri 24/05/2024 (this is the date the agreement starts and you may move in)

End date: Fri 23/05/2025

☐ Periodic agreement (monthly) — Start date:

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

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6. Rent

Rent amount($) (payable in advance)	2608.00

To be paid per ☐ week ☐ fortnight ☑ calendar month

Day rent is to be paid (e.g. each Thursday or the 11th of each month)	15th day of each month
Date first rent payment due	Sat 15/06/2024

Method used to calculate the rent increase:

The Market Rent based on 2-bedroom apartments in the Melbourne area is currently being let for between $600 to $650 per week. The rent increase to $600 per week is within the range for a comparable property and based on the attached Market Report.

The rent will be increasing to $2608.00 per month from Sun 24/03/2024

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7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may —
email rtba@justice.vic.gov.au, or
call the RTBA on 1300 13 71 64

Rental bond amount($)	1956
Bond lodgement date	Wed 16/08/2023
Bond Lodgement No.	15271083

Part B – Standard terms

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8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

☑ direct debit ☐ bank deposit ☐ cash ☐ cheque ☐ money order ☐ BPay

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

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9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☑ Yes Jacob Cock: jacob.c@mre.today

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 ☑ Yes Nattida Timapagorm: icetimapagorn@gmail.com

☐ No

Renter 2 ☑ Yes Supapit Dangprasert: spmhottest@gmail.com

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name	https://www.melbournerealestate.com.au/emergency-maintenance/
Emergency phone number	03 9829 2900
Emergency email address	rentals@melbournerealestate.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?
If yes, the rental provider must attach a copy of the rules to this agreement.
(Rental provider to tick as appropriate)

☐ No

☑ Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.
(rental provider to tick as appropriate)

- [x] The condition report has been provided
- [ ] The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16 Smoke alarm safety activities

(a) The rental provider must ensure that:
   i. any smoke alarm is correctly installed and in working condition; and
   ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
   iii. the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
   i. information about how each smoke alarm in the rented premises operates;
   ii. information about how to test each smoke alarm in the rented premises;
   iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a

smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

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17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

(a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

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18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

(a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

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19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.
The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

(a) the renter cannot meet the cost of the repairs; or

(b) the cost of repairs is more than $2500; or

(c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
  - at any time, if the renter has agreed within the last 7 days; and
  - to do an inspection, but not more than once every 6 months; and
  - to comply with the rental provider's duties under the Act; and
  - to show the premises or conduct an open inspection to sell, rent or value the premises; and
  - to take images or video for advertising a property that is for sale or rent; and
  - if they believe the renter has failed to follow their duties under the Act; and
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E - Additional terms

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.
Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-andservices/business-practices/contracts/unfair-contract-terms.

32. **Residential Tenancy Database**
    In accord with Section 439 (I) of the Act MRE will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by MRE subject to the Act.
33. **Rental Provider Obligations**
    The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate.
    The Rental Provider or MRE may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or MRE may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.
    The Rental Provider must not increase the Rental more than once in every 12 months.
    Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.
    This Agreement may only be amended in writing signed by the Rental Provider and the Renter.
    Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.
34. **Availability of Premises**
    MRE will use its best endeavours so that the Premises are available on the Commencement Date.
35. **Payment of Services**
    The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.
    It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or MRE should the power not be connected at the commencement of this Agreement.
    The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.
36. **Contents Insurance**
    The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.
37. **Use of Premises**
    The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior written consent of the Rental Provider. Any request for consent must be made in writing to MRE.
38. **No Representations**
    The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the

Rental Provider or MRE in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. **Condition Report**
    The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.
    The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to MRE within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by MRE will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.
40. **No Promise of Renewal**
    The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or MRE in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specificed in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.
41. **Rental Provider Termination**
    The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.
42. **Lost Keys**
    The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. MRE does not guarantee that it holds a spare set of keys to the Premises at its offices.
43. **Extra Keys**
    The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to MRE at the end of the tenancy without reimbursement.
44. **Floor Protection**
    If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.
45. **Changing Locks**
    The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or MRE a duplicate key and/or new security alarm code and/or other access device as soon as practicable.
46. **Comply with Insurance**
    Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. **No Invalidating Insurance**
    The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.
48. **Protection Against Damage**
    The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or MRE or their respective contractors.
49. **Shared Services**
    The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.
50. **No Servicing Vehicles**
    The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.
51. **Report Damage or Injury**
    The Renter shall notify MRE immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.
52. **Notify Blockages**
    The Renter must as soon as practicable notify the Rental Provider or MRE of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or MRE or their respective contractors.
53. **Alterations**
    The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.
54. **Rubbish**
    The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.
55. **Pests**
    The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.
56. **Hanging Clothes**
    The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.
57. **Replace Light Globes**
    The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting

tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. **Smoke Free Zone**
    The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.
59. **Payment of Rental**
    All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by MRE from time to time.
60. **Rental Increase**
    If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.
61. **Maintain Garden**
    The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.
62. **Watering System**
    If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, MRE or their contractors.
63. **Rental Provider Repairs**
    The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.
    The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify MRE in writing.
64. **Urgent Repairs**
    The Renter acknowledges that MRE is authorised to attend to urgent repairs to a maximum of $2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact MRE during business hours or after hours information service on 03 9829 2900 or MRE approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.
65. **Vehicle Parking**
    The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. **Pets**
    The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or MRE. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or MRE may impose reasonable conditions. It is not unreasonable for the Rental Provider or MRE to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or MRE to keep a pet at the Premises the Renter must complete and provide a pet request form.
67. **Pools and Water Features**
    The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.
68. **Rental Provider Entry**
    Subject to compliance with the Act, the Rental Provider or MRE has the right to enter the Premises:
    - To carry out duties specified in this Agreement, or the Act or any other legislation or law;
    - To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
    - At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
    - At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
    - To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
    - To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provider further that at least 7 days' written notice has been given to the Renter.
69. **Assignment and Sub-Letting**
    If during the term of the tenancy the people in occupation of the Premises change -
    The Renter must as soon as practicable notify the Rental Provider or MRE in writing and comply with clause 27 in Part D of this Agreement.
    The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or MRE for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of MRE as agent to manage the Premises.
70. **Rental Provider Notice**
    If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.
71. **Renter Notice**
    If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.
72. **Periodic Tenancy**
    If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

73. **Rental Provider Expenses**
    If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or MRE the following costs:
    1. INITIAL TERM LEASING FEE: Leasing fee incurred by the rental provider at the beginning of the Residential Rental Agreement divided by the term (number of days) of the initial fixed period, multiplied by the number of remaining days of the initial fixed period from and including the date a new renter takes possession. RENEWAL TERM LEASING FEE : Leasing renewal fee incurred by the Rental Provider at the beginning of the current renewed Residential Rental Agreement divided by the term (number of days) of the current renewed fixed term period, multiplied by the number of remaining days of the current renewed fixed term period from when a new renter takes possession.
    2. Marketing costs as incurred by MRE;
       At Cost - $385
    3. National tenancy database checks on each applicant or as required;
    4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
    5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.
74. **Return Keys**
    The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to MRE during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.
75. **No Set-Off**
    The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.
76. **Remove Personal Property**
    The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.
77. **Window Cleaning**
    If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.
78. **Carpet Cleaning**
    If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide MRE with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.
79. **Definitions and Interpretation**
    All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.
80. **Electronic Notices**
    The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed

utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of MRE. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. **Change of Electronic Address**
    The Rental Provider and the Renter must give immediate written notice to the Other Party and MRE if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.
82. **Withdraw Consent**
    The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or MRE but such notice shall only become effective on receipt by the Rental Provider or MRE.
83. **Furnishings**
    If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.
84. **Care for Furnishings**
    The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.
85. **Repair/Replacement of Furnishings**
    At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).
86. **Cost of Repairs/Replacements**
    The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.
87. **Owners Corporation**
    A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Privacy Collection Notice

As professional property managers **MRE** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9829 2900

Primary Purpose

As professional property managers, **MRE** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider**'s lawyers
- The **Rental Provider**'s mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **MRE** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
  The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
  https://www.tenancydatabase.com.au/contact-us
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

MRE also collect your personal information to:

- Enable us, or the **Rental Provider**'s lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **MRE** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **MRE** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **MRE** privacy policy can be viewed without charge on the **MRE** website; or contact your local **MRE** office and we will send or email you a free copy.

Disclaimer

MRE its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **MRE** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.
Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider's Agent

Rental Provider's Agent : **Jacob Cock** on behalf of **Danny Tan** (Rental Provider)



Signed at Wed, 19/06/2024 09:45 , from device: Windows 10 Other Edge 126.0.0

Renter(s)

Renter 1: **Nattida Timapagorm**



Signed at Thu, 06/06/2024 21:35 , from device: iOS 17.5.1 iPhone Mobile Safari 17.5

Renter 2: **Supapit Dangprasert**



Signed at Thu, 06/06/2024 21:37 , from device: iOS 17.5.1 iPhone Mobile Safari 17.5

AUDIT TRAIL

Nattida Timapagorm (Renter)

Thu, 06/06/2024 21:34 - Nattida Timapagorm clicked 'start' button to view the Residential Rental Agreement - Renewal *(iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 121.200.4.66)*

Thu, 06/06/2024 21:35 - Nattida Timapagorm stamped saved signature the Residential Rental Agreement - Renewal *(iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 121.200.4.66)*

Thu, 06/06/2024 21:35 - Nattida Timapagorm submitted the Residential Rental Agreement - Renewal *(iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 121.200.4.66)*

Supapit Dangprasert (Renter)

Thu, 06/06/2024 21:33 - Supapit Dangprasert clicked 'start' button to view the Residential Rental Agreement - Renewal *(iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 121.200.4.66)*

Thu, 06/06/2024 21:37 - Supapit Dangprasert stamped saved signature the Residential Rental Agreement - Renewal *(iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 121.200.4.66)*

Thu, 06/06/2024 21:37 - Supapit Dangprasert submitted the Residential Rental Agreement - Renewal *(iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 121.200.4.66)*

Jacob Cock (Rental Provider's Agent)

Fri, 07/06/2024 15:57 - Jacob Cock clicked 'start' button to view the Residential Rental Agreement - Renewal

Wed, 19/06/2024 09:45 - Jacob Cock clicked 'start' button to view the Residential Rental Agreement - Renewal

Wed, 19/06/2024 09:45 - Jacob Cock stamped saved signature the Residential Rental Agreement - Renewal

Wed, 19/06/2024 09:45 - Jacob Cock submitted the Residential Rental Agreement - Renewal

AGREEMENT END