

DATED

2026

IAN FRASER CAMPBELL

to

CONTRACT OF SALE OF LAND

Property: Apartment 2904, 36 La Trobe Street, Melbourne VIC

Fast Settle

C/- Fast Settle
PO_BOX 8249
TARNEIT VIC 3029
Tel: 0423 382 568
Fax:
Ref: MS:2912S

Contract of Sale of Land

Property:

**Apartment 2904, 36 La Trobe Street, Melbourne VIC
3000**

Fast Settle

TARNEIT VIC 3029

Tel: 0423 382 568

C/- Fast Settle, PO_BOX 8249, Tarneit VIC 3029

Ref: MS:2912S

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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* (Vic))

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.

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* (Vic).

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

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* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

Ian Fraser Campbell

Name of individual

Signature of individual

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.4

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY- Lisa Suryawan
Address:
Email: lisa.s@xynergy.com.au
Tel: 0450540168 Mob: Ref:

Vendor

Name: Ian Fraser Campbell
Address: Apartment 2904, 36 La Trobe Street, Melbourne VIC 3000
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Fast Settle
Address: Tarneit VIC 3029
C/- Fast Settle, PO_BOX 8249, Tarneit VIC 3029
Email: info@fastsettle.com.au
Tel: 0423 382 568 Mob: Ref: 2912S

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference			being lot	on plan
Volume	11839	Folio	276	2904
				PS 723377T

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: Apartment 2904, 36 La Trobe 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 21st 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 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* (Vic) if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

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

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: _____ 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.*

General Conditions

Special Condition

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

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

1. ACKNOWLEDGMENT BY THE PURCHASER

The Purchaser acknowledges that:

- 1.1 prior to the signing hereof or the signing of any document relating to this sale, the Purchaser received from the Vendor's Estate Agent:
 - (a) a Statement containing the particulars required by Section 51 of the Estate Agents Act 1980; and
 - (b) a Statement pursuant to Section 32 of the Sale of Land Act 1962 ("Vendor's Statement").
- 1.2 the Purchaser has received a copy of the Contract of Sale in compliance with Section 53 of the Estate Agents Act 1980;
- 1.3 the Purchaser has entered into this Contract on the basis of the Purchaser's own inspections and the enquiries the Purchaser has made;
- 1.4 in entering into this Contract the Purchaser has relied on Purchaser's own judgement;
- 1.5 the Purchaser has not relied on any representations by the Vendor, the Vendor's Agent or any other person or persons or corporation in and about entering into this Contract other than as set out herein; any promise, condition, representation or warranty that may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this contract is negated and withdrawn;
- 1.6 if the Purchaser consists of more than one person, each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa;
- 1.7 Section 42(3) of Property Law Act 1958 (Vic) is not applicable in this Contract of Sale; and
- 1.8 the conditions and stipulations herein constitute the only and entire agreement between the Purchaser and the Vendor.

2. AMENDMENTS TO GENERAL CONDITIONS OF THE CONTRACT OF SALE

The parties acknowledge and agree that:

- 2.1 General Condition 4 is deleted and replaced by the following: "The purchaser may no later than 14 days before the due date for settlement 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. The nomination arrangements shall be completed to the reasonable satisfaction of the Vendor and the Vendor's Conveyancer at the cost of both the Purchaser and the nominee, which cost is fixed at \$220 and is to be paid to the Vendor's Conveyancer at the same time as delivering to the Vendor's Conveyancer the nomination documents or any other time as agreed by the Vendor's Conveyancer".
- 2.2 To amend General Condition 12 by inserting the following words at the end of this condition: "Nevertheless, a failure to provide same by settlement shall not be constitute as a breach of this Contract."
- 2.3 General Conditions 12, 31.4, 31.5 and 31.6 are deleted *in toto*.
- 2.4 General Condition 33 is amended by deleting the reference to "2%" and inserting "5%".
- 2.5 General Condition 35.4(a) is amended to read as follows "an amount equal 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".

3. IDENTITY OF PROPERTY

The Purchaser admits that the Property as offered for sale and inspected by the Purchaser is identical with that described in the title particulars set out in the particulars of sale. The Purchaser must not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to meet any cost of doing so.

4. CONDITION OF PROPERTY AND BUILDING REGULATIONS

- 4.1 The property and any chattels (if applicable) are sold in their present condition and subject to any defects.
- 4.2 The property may subject to any unregistered easement and/or priority notice which the Vendor is unaware of. The Purchaser fully accepts the responsibility for registration of any easement and shall not make any demand for any claim, loss, liability, damage, cost, charge, expense, outgoing or payment incurred or to be incurred in relation to registration and/or complying with any unregistered easement.
- 4.3 The Purchaser acknowledges that the Vendor makes no representation or warranty as to the procuring of a building permit, building approvals, occupancy permit, building warranty insurance or any other permits in relation to the property, and further acknowledges that no failure of any improvements of the property to comply with the Victoria Building Regulations, Council or Shire by-laws, statutes and regulations thereunder shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation in relation thereof. No failure of compliance with any order or notice constitutes a defect in the vendor's title or affects the validity of this contract.
- 4.4 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.

5. SWIMMING POOL OR SPA

In the event the Property includes a swimming pool/spa, the Purchaser hereby acknowledge by signing of this Contract that the swimming pool/spa located on the Property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that notwithstanding anything to the contrary contained herein, that the Purchaser cannot terminate this Contract for any reason directly or indirectly related to or associated with

the lack of swimming pool fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement nor seek any compensation from the Vendor for any non-compliance.

6. PURCHASER FAILING TO COMPLETE

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the due date under the Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser should be required to pay, in addition to the interest chargeable on the balance of purchase moneys, in accordance with the terms of the Contract:

- 6.1 the costs of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance; and/or
- 6.2 interest payable by the Vendor under any existing mortgage over the Property calculated from the due date for settlement; and/or
- 6.3 accommodation and additional storage and removal expenses necessarily incurred by the Vendor; and/or
- 6.4 legal costs and expenses incurred by the Vendor; and/or
- 6.5 any commission fees payable by the Vendor on a Solicitor/Conveyancer and client costs basis; and/or
- 6.6 a fee for rescheduling settlement on the day of settlement for a sum at least \$330 for each settlement rescheduling; and/or
- 6.7 penalties payable or discounts lost by the Vendor through any delay in completion of the Vendor's purchase of another property (without limiting the generality of the foregoing to include any payment of costs, interest and/or other penalties).

7. STAMP DUTY: PURCHASER BUYING UNEQUAL INTERESTS

- 7.1 If there is more than one purchaser, the Purchasers must ensure that the Contract correctly records at the Day of Sale the proportions in which they are buying the Property ("the proportions").
- 7.2 If the proportions recorded in the Transfer of Land differ from those recorded in the Contract it is the Purchasers' responsibility to pay any additional duty that may be assessed as a result of the variation.
- 7.3 The Purchasers shall fully indemnify the Vendor, the Vendor's agent and the Vendor's Solicitor/Conveyancer against any claim or demand that may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the Contract.
- 7.4 This Special Condition does not merge on completion.

8. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975 (CTH)

- 8.1 This special condition applies where the Purchaser is a "Foreign Person" within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (Cth).
- 8.2 The Purchaser warrants to the Vendor, and it is an essential condition of this Contract of Sale, that any prior approval, consent or notification required under the Foreign Acquisitions and Takeovers Act 1975 (Cth) to enter into this Contract of Sale has been obtained. If the above warranty is untrue in any way whatsoever, the Purchaser will be deemed to be in default under this Contract of Sale.
- 8.3 Without prejudice to any other rights of the Vendor, the Purchaser agrees to indemnify the Vendor fully from and against all losses (including any consequential loss), actions, costs and expenses whatsoever suffered or incurred by the Vendor as a result of the above warranty being untrue in any way whatsoever. Insofar as such indemnity should take the form of a deed, the Purchaser intends for this contract to take effect as a deed and undertakes, if necessary, to execute such other deed as is prepared by the Vendor or Vendor's Solicitor/Conveyancer in order for this provision to take full effect.
- 8.4 For clarity, the provisions of this special condition are not intended to merge at completion.

9. RESTRICTION AS TO USE

The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by-law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor's title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.

10. NO MERGER

To the extent that this contract includes obligation which continue to arise after the settlement date, this contract remains in full force and effect irrespective of settlement. The provisions of this Contract do not merge with any conveyance, transfer or assignment or the registration of any of these.

11. STATEMENT OF ADJUSTMENTS

- 11.1 The Purchaser shall deliver the Statement of Adjustments together with copies of all certificates used to calculate the adjustments at least five (5) business days before settlement for the Vendor's approval. If such adjustments are not delivered at least five (5) business days before settlement, the Purchaser will pay for the Vendor's Solicitor/Conveyancer additional legal fees of \$220 at settlement for urgent review. This is an essential term of the Contract of Sale.

12. CONTRACT VARIATION OR REQUESTS FOR EXTENSION OF TIME

The purchaser acknowledges that after this Contract has been signed by both parties, if the purchaser requests any variation to the contract or extension of time (which for the avoidance of doubt but is not limited to changing settlement date, extension of finance/loan approval, extension of time for the Purchaser to fulfil any condition set out in the contract), the vendor may incur further conveyancing fees and expenses as a result of the Purchaser's requests. In this event the

Purchaser irrevocably agrees to indemnify the vendor for additional conveyancing fees and expenses of \$330 for each separate request for the variation or extension of time, such sum shall be allowed by the purchaser as an adjustment at settlement.

13. RESCHEDULE OF SETTLEMENT

If Settlement is rescheduled due to Purchaser, the Purchaser shall pay the Vendors Representative an amount of \$275 for each and every rescheduled settlement, even if it is rescheduled to settle on the same day. Such additional amounts must be paid at the rescheduled settlement.

14. DEPOSIT

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

15. LEASE

15.1 In the event that there is any rent in arrears and/or loss incurred by the Vendor due to tenant's breach of lease prior to settlement and the Vendor intends to take legal action to recover such rent and/or seek compensation from the tenant regarding its breach of lease after settlement, the Purchaser shall co-operate and allow the Vendor to do same in the name of the Purchaser.

15.2 Despite Special Condition 15.1 above, the Purchaser shall allow the Vendor a proportion of rent from the day it becomes due and payable up to and inclusive of the settlement date in the event that any rent remains outstanding and/or unpaid by the tenant as at settlement date.

15.3 The Purchaser acknowledges and agrees that the Vendor may at its absolute direction deduct part or whole amount of bond/security deposit paid by the Tenant before or at settlement to cover any rent arrears and/or loss incurred by the Vendor due to tenant's breach of lease.

15.4 The Purchaser acknowledge and accept that the Vendor might give the tenant a rent reduction due to the covid-19 outbreak before the settlement date, and the Purchaser will not object, rescind the Contract or claim compensation due to such rent reduction.

15.5 The Purchaser further acknowledges that even though the Property is sold subject to a lease, the Purchaser acknowledges that the tenant may give the Vendor the required notice to vacate the Property before the settlement date. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

15.6 This special condition does not merge at settlement.

16. FINANCE CONDITION

16.1 For the avoidance of doubt, the parties agree that if the Property was sold at or within 3 days of a publicly advertised Auction, then the Contract is not conditional on finance and General Condition 20 shall not apply.

16.2 For the avoidance of doubt, in the event that the Contract is signed subject to loan approval and the Purchaser intends to end the Contract by using 'subject to loan approval' clause, the Purchaser must provide the Vendor a copy of the Formal Finance Decline letter from the Registered Lending Institution, not the broker that is engaged to secure the finance.

17. AUCTION RULES

Where the Property is offered for sale by public Auction,

17.1 Sale is subject to the Vendor's reserve price.

17.2 The rules for the conduct of the public auction shall be as set out in Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which may modify or replace those Rules together with the additional requirements as set out in this special condition.

17.3 the bidder to whom the Property is knocked down shall immediately upon fall of the hammer sign this Contract and pay the deposit to the Agent.

17.4 If after thirty (30) minutes the deposit remains unpaid and the Contract is not signed then the Vendor may immediately or at any time thereafter resubmit the Property for sale and treat with any other person or persons and the bidder shall have no right of action against the Vendor or the Auctioneer or Agent and shall not be entitled to call for a Contract of Sale of the Property or have any interest legal or equitable in the Property but shall be liable to pay to the Vendor on demand any deficiency in price on resale together with all costs of such resale.

18. HOLIDAY CLOSURE AND FINAL DATE OF SETTLEMENT

18.1 Notwithstanding any other provisions of the Contract of Sale, if settlement has not taken place on or before 20 December in any calendar year that settlement is set then both parties agree that settlement of this Contract will be set on 12 January of the following calendar year.

18.2 Neither party may issue a Default Notice on the other party between 20 December and 12 January of the following calendar year arising from or in connection with the failure to complete this contract of sale between the dates set out in Special Condition 18.1.

18.3 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 18.

19. GUARANTEE AND INDEMNITY

General Condition 3 is replaced with the following: "Where the Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the Purchaser must simultaneously with the execution hereof obtain the execution of the Guarantee and Indemnity in the form annexed hereto by two of the directors of the purchaser company or one director and the company secretary of the purchaser company". The Purchaser shall be obliged to procure the execution of the Guarantee and deliver the same to the Agent or Solicitor/Conveyancer for the Vendor within 7 days of receipt by the Purchaser or its Solicitor/Conveyancer of the Guarantee. Should the Purchaser fail to procure the execution of the Guarantee as aforesaid in the time stipulated then such failure shall be deemed to be a breach of this contract and shall entitle the Vendor to exercise all its remedies given to it under this contract or at law.

**Sale of Land (Public Auctions) Regulations 2014
Schedule 1**

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

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneers 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 reserved price, the vendor will first negotiate with the highest bidder for the purchase of the property.

**Sale of Land (Public Auctions) Regulations 2014
Schedule 5**

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

Meaning of Vendor

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

Bidding by Co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if –

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

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract

of sale.

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids –

- any person bidding for a vendor other than –
 - the auctioneer (who can make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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

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

What law applies

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

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd.
- 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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 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

- 13.2 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.
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Money

14. DEPOSIT

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

recipient's authorised deposit-taking institution, must be paid by the remitter.

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and

correct.

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

To the vendor ("the Vendor")

In consideration of the vendor having at the request of the person whose name address and description are set forth in the Schedule hereto ("the Guarantor") agreed to sell the land described in the Contract of Sale to the within-named purchaser ("the Purchaser") the Guarantor hereby guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto ("the monies secured") and also the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the Contract of Sale and on the part of the Purchaser to be performed and observed and the Guarantor hereby expressly acknowledges and declares that it has examined the Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions

That in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the Contract the Guarantor will immediately pay such monies to the Vendor.

That in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.

The Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out perform the obligations herein contain.

That no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

VENDOR

PURCHASER

OF

GUARANTOR

OF

In Witness whereof the said Guarantors have set their hands and seals this day of 20

SIGNED SEALED AND DELIVERED)

BY THE SAID GUARANTOR)

IN VICTORIA IN THE PRESENCE OF)

)

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	APARTMENT 2904, 36 LA TROBE STREET, MELBOURNE VIC 3000	
------	--	--

Vendor's name	Ian Fraser Campbell	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)

(a) ☒ Their total does not exceed: \$6,000.00

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

\$0.00	To	
--------	----	--

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ 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.

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

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):

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

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 ☒
---	-------------------------------------	---------------------------------------	-----------------------------------	--

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 1000m²; (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](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11839 FOLIO 276

Security no : 124132633733B

Produced 03/03/2026 12:46 PM

LAND DESCRIPTION

Lot 2904 on Plan of Subdivision 723377T.
PARENT TITLE Volume 07588 Folio 045
Created by instrument PS723377T 01/12/2016

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

IAN FRASER CAMPBELL of UNIT 2904 LEVEL 29 36 LA TROBE STREET MELBOURNE VIC
3000
AV156003T 17/12/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV156004R 17/12/2021
WESTPAC BANKING CORPORATION

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 PS723377T 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 2904 LEVEL 29 36 LA TROBE STREET MELBOURNE VIC 3000

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 17/12/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS723377T
OWNERS CORPORATION 2 PLAN NO. PS723377T

DOCUMENT END

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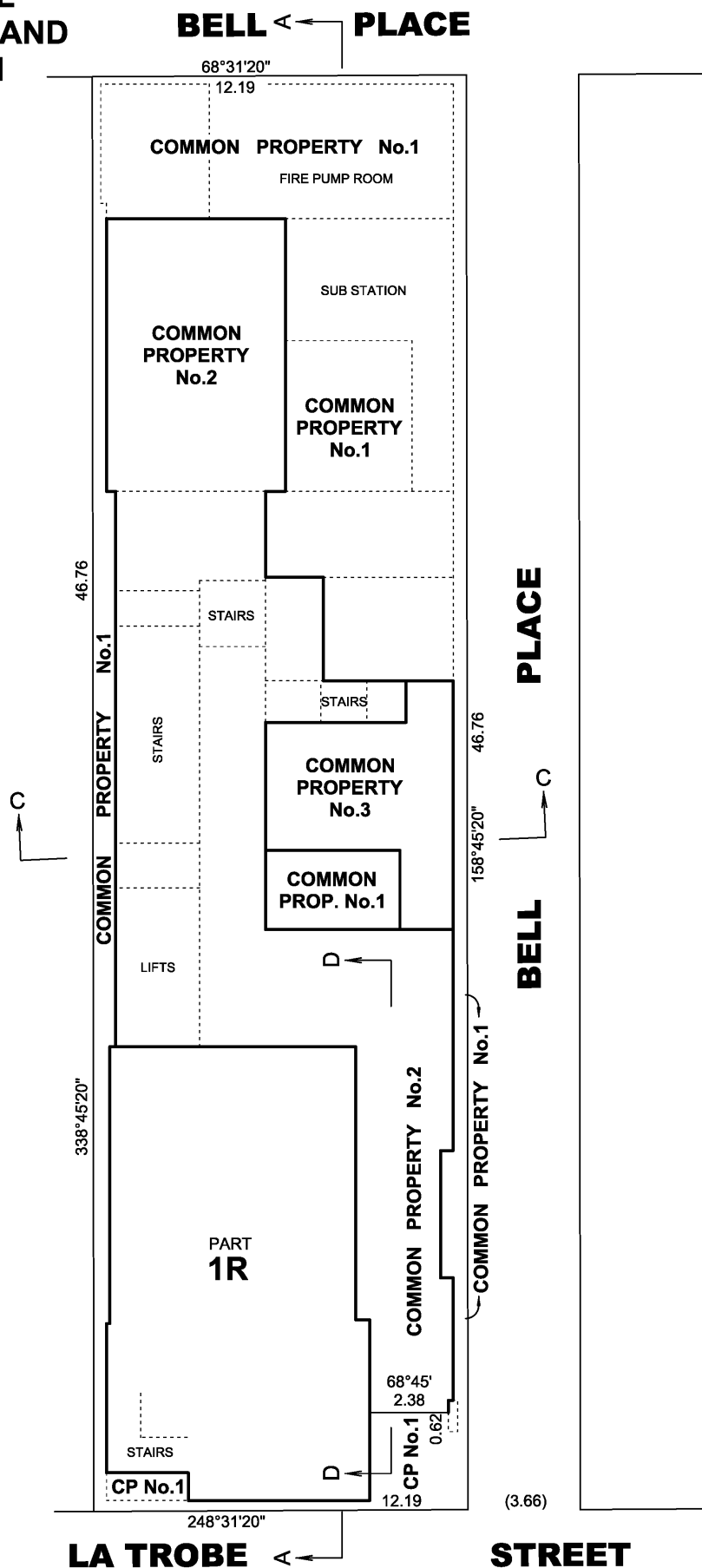
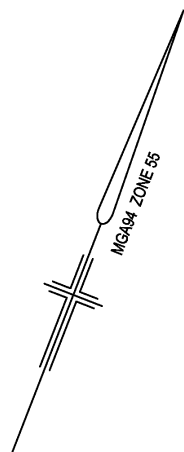
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SUBDIVISION ACT 1988 PLAN OF SUBDIVISION		EDITION 1	PLAN NUMBER PS 723377T			
LOCATION OF LAND PARISH: MELBOURNE NORTH TOWNSHIP: CITY OF MELBOURNE SECTION: 45 CROWN ALLOTMENT: 5 (PART) AND 6 (PART) CROWN PORTION: TITLE REFERENCES: VOL 7588 FOL 045 LAST PLAN REFERENCE: TP567933T LOTS 1 & 2 POSTAL ADDRESS: 36 - 40 LA TROBE STREET (at time of subdivision) MELBOURNE 3000 MGA CO-ORDINATES: E 321 080 ZONE: 55 (of approximate centre of land in plan) N 5 813 530 GDA 94		Council Name: Melbourne City Council Council Reference Number: SA-2015-91 Planning Permit Reference: TP-2015-799 SPEAR Reference Number: S073380M 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 04/11/2016) Digitally signed by: Leon Kyle Wilson for Melbourne City Council on 25/10/2016				
VESTING OF ROADS OR RESERVES		TRILLIUM - 40 LA TROBE STREET NUMBER OF LOTS IN THIS PLAN: 221 APARTMENT LOTS AND 1 RETAIL LOT TOTAL AREA OF LAND IN THIS PLAN: 570 m' DEPTH LIMITATION: DOES NOT APPLY				
IDENTIFIER	COUNCIL / BODY / PERSON					
NIL	NIL					
NOTATIONS						
COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS SHOWN ON THE PLAN, COMMON PROPERTY No.2 AND COMMON PROPERTY No.3 BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE: ALL BOUNDARIES (REFER TO SEC 10 (4) SUBDIVISION (REGISTRARS REQUIREMENTS) REGULATIONS 2011). THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR OR BALUSTRADE WHICH DEFINE BOUNDARIES IS CONTAINED WITHIN COMMON PROPERTY No.1. THE BALCONIES MARKED THUS "★", FACING LA TROBE STREET, HAVE BOUNDARIES DEFINED BY INCLINED GLASS BALUSTRADES. SEE CROSS SECTION A-A FOR DETAILS. CP = COMMON PROPERTY		ALL COLUMNS, INTERNAL SERVICE DUCTS, CONDUITS, PIPE SHAFTS AND ELECTRICITY CONSUMER MAINS CABLES WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, DUCTS, CONDUITS, SHAFTS AND CABLES HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. ALL CAR STACKER MECHANISMS, UPRIGHT SUPPORTS AND PLATFORMS ARE DEEMED TO BE PART OF COMMON PROPERTY No.3. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION. REFER TO SHEET 2 FOR LOT INDEX BUILDING ELEMENTS (NON-BOUNDARY) ARE SHOWN THUS -----				
EASEMENT INFORMATION						
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				THIS IS A SPEAR PLAN STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----- IN PROCLAIMED SURVEY AREA No. -----		
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN						
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN		LAND BENEFITED /IN FAVOUR OF	
REF: 21747/PS	VERSION: K	DATE: 24/10/16 PS-K - LRS.DGN			ORIGINAL SHEET SIZE A3	SHEET 1 OF 46 SHEETS
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LOT INDEX SHEET									PLAN NUMBER PS 723377T		
LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS
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			1102	1	15	2202	1	26	3302	1	37
101	1	5	1103	1	15	2203	1	26	3303	1	37
102	1	5	1104	1	15	2204	1	26	3304	1	37
103	1	5	1105	1	15	2205	1	26	3305	1	37
104	1	5	1106	1	15	2206	1	26	3306	1	37
105	1	5									
			1201	1	16	2301	1	27	3401	1	38
201	1	6	1202	1	16	2302	1	27	3402	1	38
202	1	6	1203	1	16	2303	1	27	3403	1	38
203	1	6	1204	1	16	2304	1	27	3404	1	38
204	1	6	1205	1	16	2305	1	27	3405	1	38
205	1	6	1206	1	16	2306	1	27	3406	1	38
206	1	6									
207	1	6	1301	1	17	2401	1	28	3501	1	39
			1302	1	17	2402	1	28	3502	1	39
			1303	1	17	2403	1	28	3503	1	39
301	1	7	1304	1	17	2404	1	28	3504	1	39
302	1	7	1305	1	17	2405	1	28	3505	1	39
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304	1	7									
305	1	7	1401	1	18	2501	1	29	3601	1	40
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701	1	11	1803	1	22	2903	1	33			
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903	1	13									
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1002	1	14				3206	1	36			
1003	1	14									
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(No.) - INDICATES ENLARGEMENT SHEET NUMBER											
REF: 21747/PS			VERSION: K			DATE: 24/10/16 S-K - LRS.DGN			ORIGINAL SHEET SIZE A3		SHEET 02
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DIAGRAM 1 **GROUND LEVEL** **GROUND STOREY AND** **SITE DIAGRAM**

PLAN NUMBER
PS 723377T

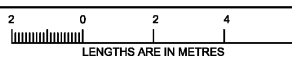


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SHEET 3

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DIAGRAM 2 LOWER GROUND LEVEL

PLAN NUMBER
PS 723377T

BELL PLACE

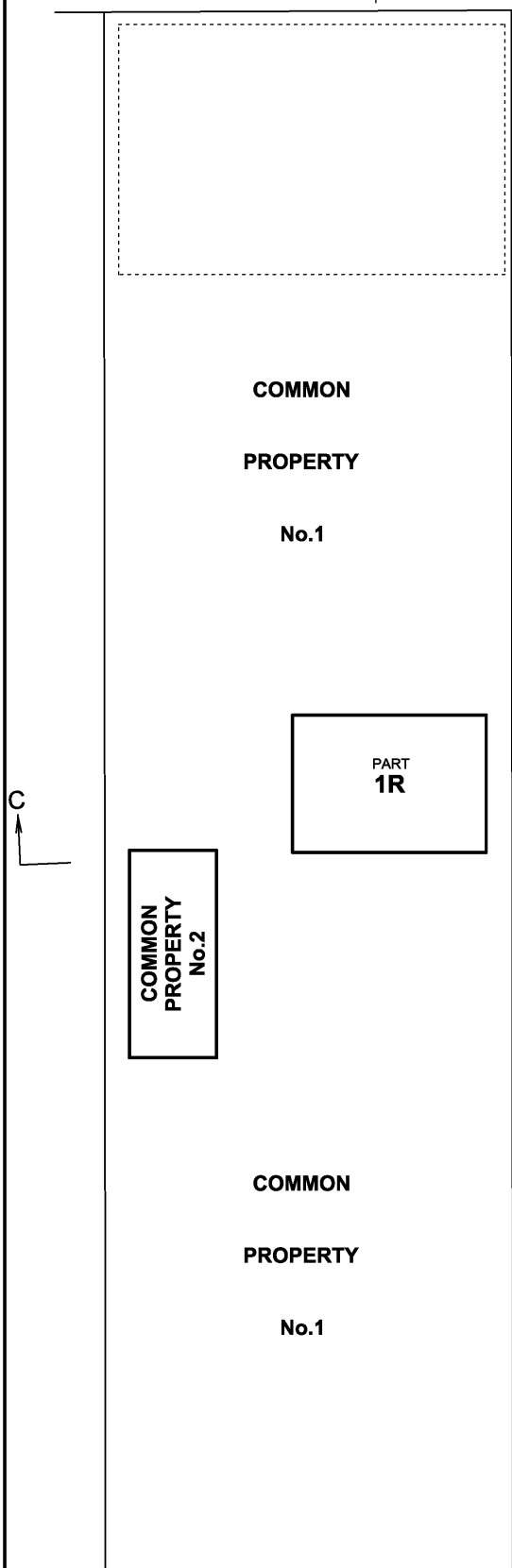
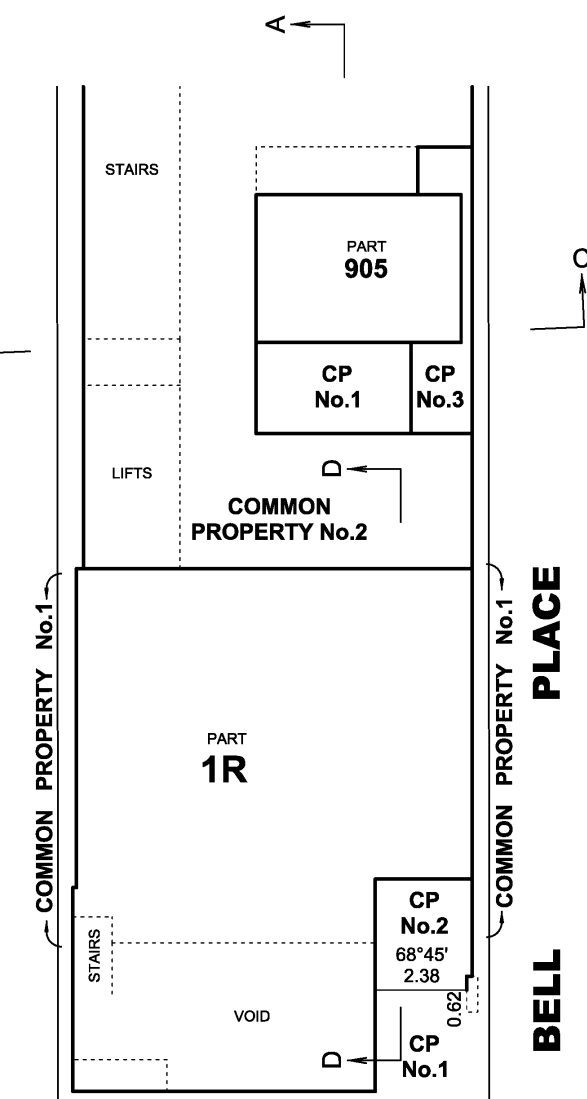
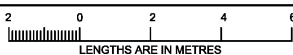


DIAGRAM 3 MEZZANINE LEVEL



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SCALE **1:150**



ORIGINAL SHEET
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SHEET **4**

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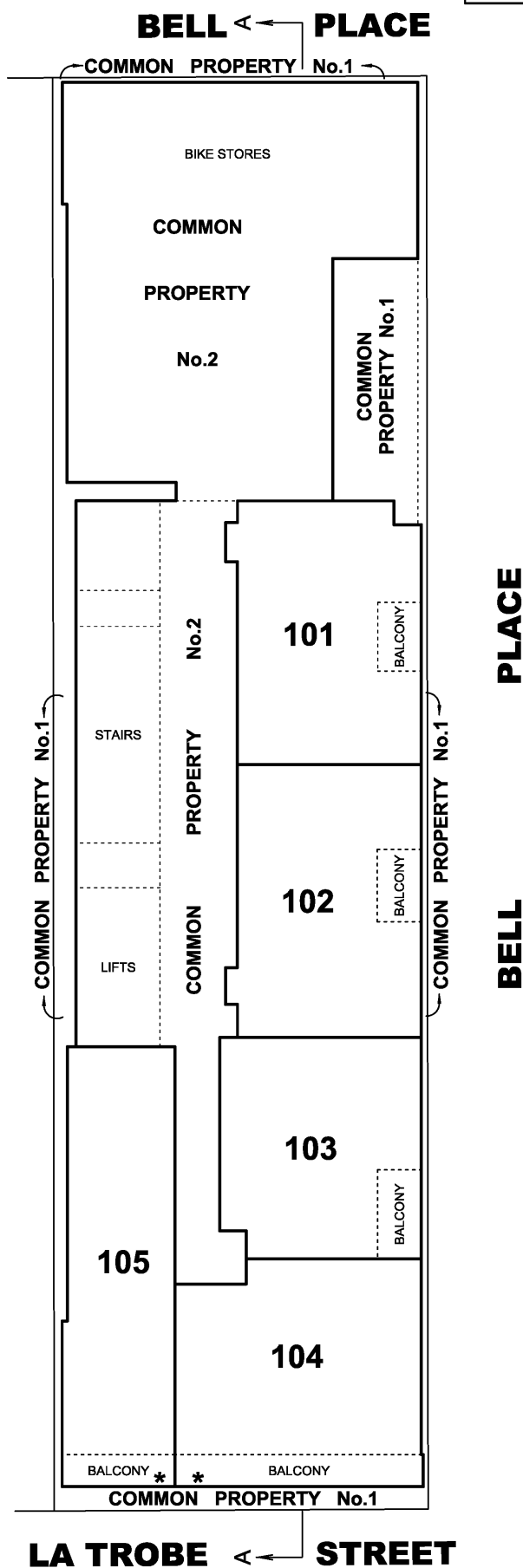
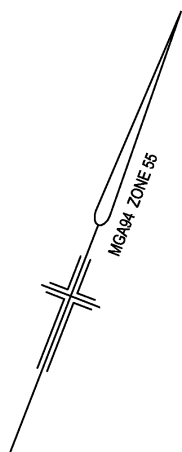
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DIAGRAM 4 LEVEL ONE

PLAN NUMBER
PS 723377T

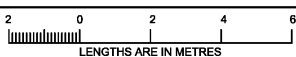


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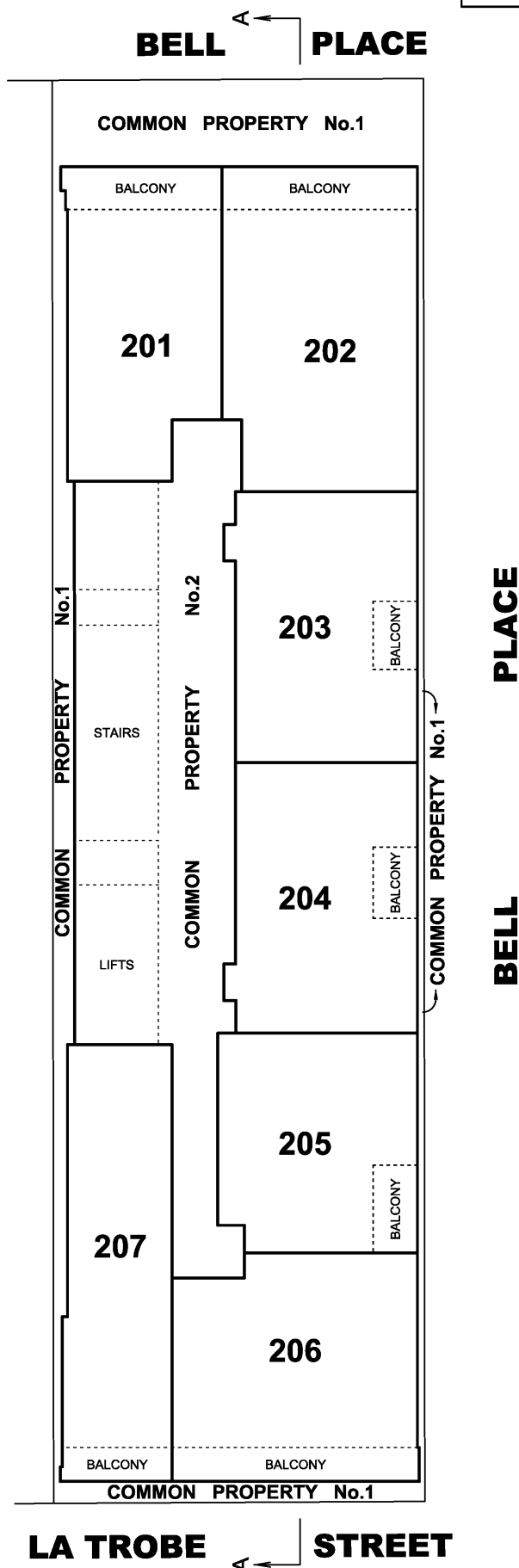
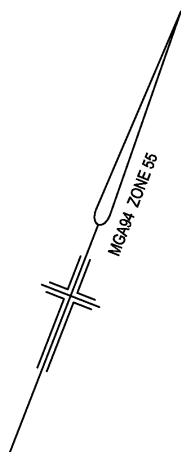
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SHEET 05

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DIAGRAM 5 LEVEL TWO

PLAN NUMBER
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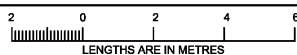


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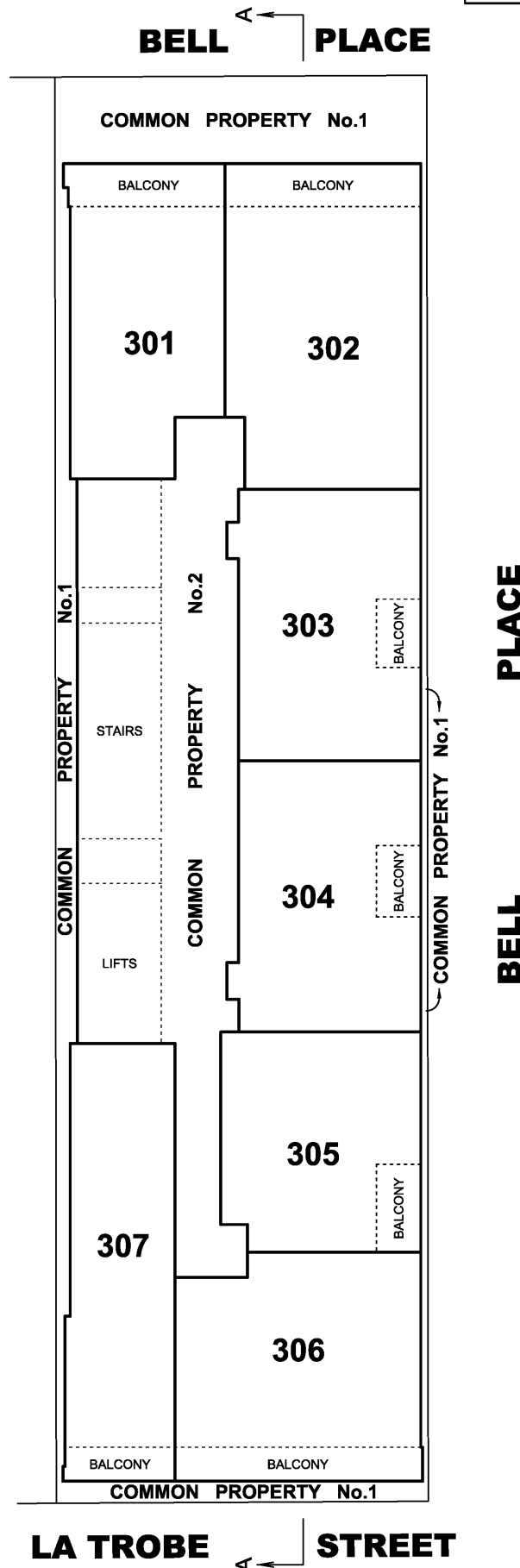
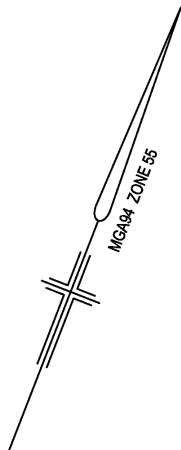
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DIAGRAM 6 LEVEL THREE

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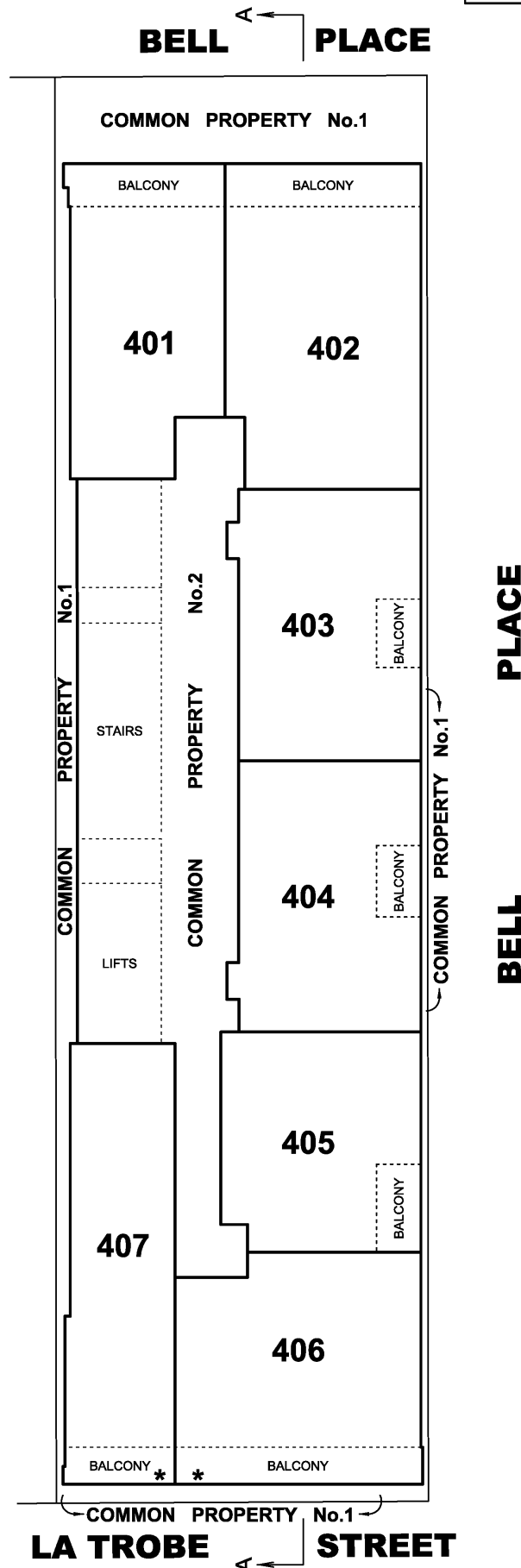
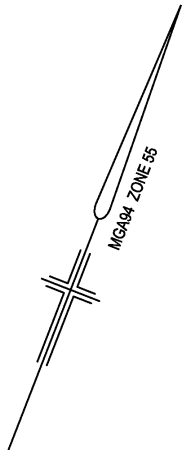
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SHEET 07

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DIAGRAM 7 LEVEL FOUR

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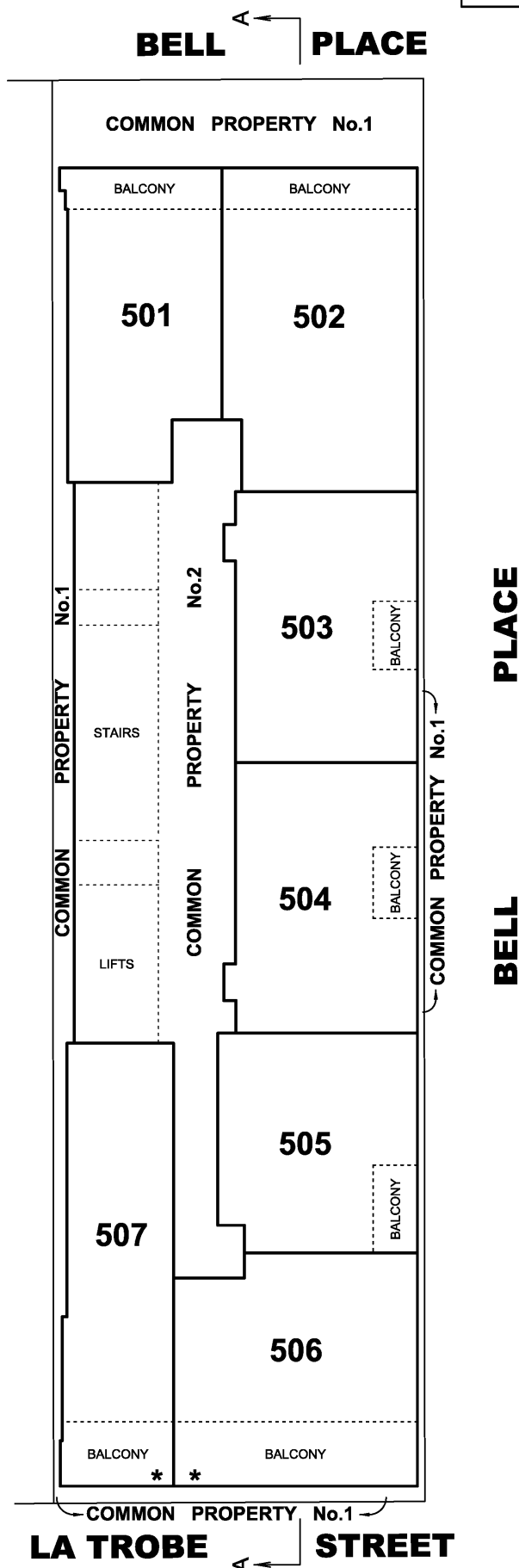
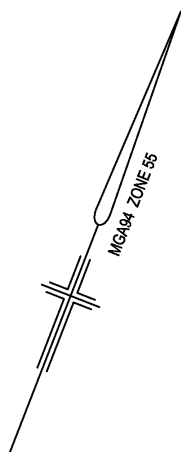
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SHEET 08

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DIAGRAM 8 LEVEL FIVE

PLAN NUMBER
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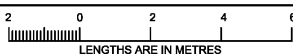


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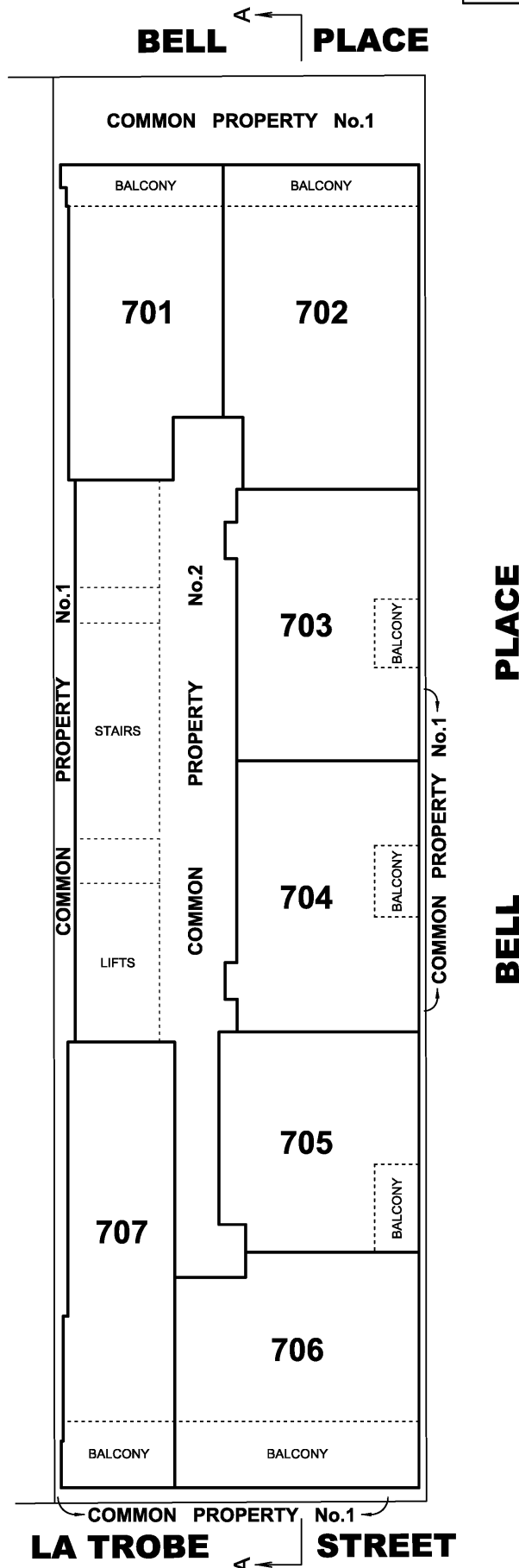
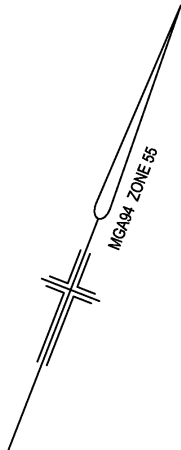
SHEET 09

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DIAGRAM 10 LEVEL SEVEN

PLAN NUMBER
PS 723377T



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SHEET **11**

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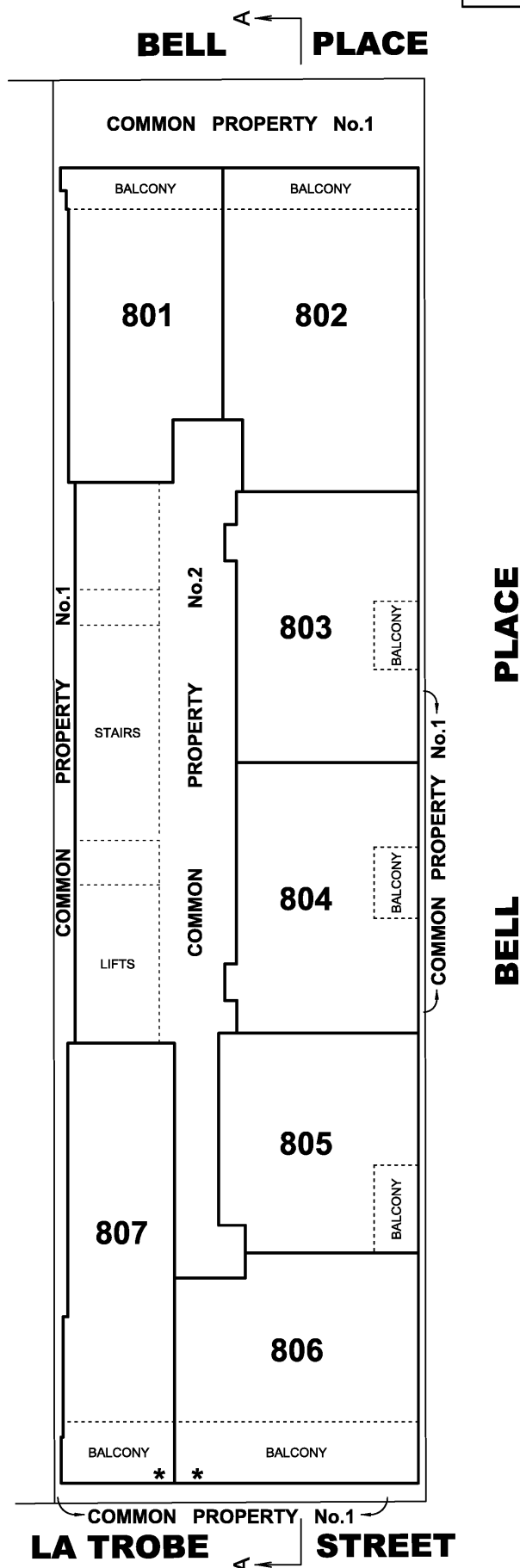
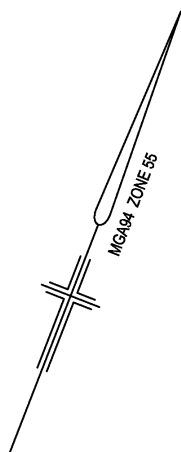
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DIAGRAM 11 LEVEL EIGHT

PLAN NUMBER
PS 723377T



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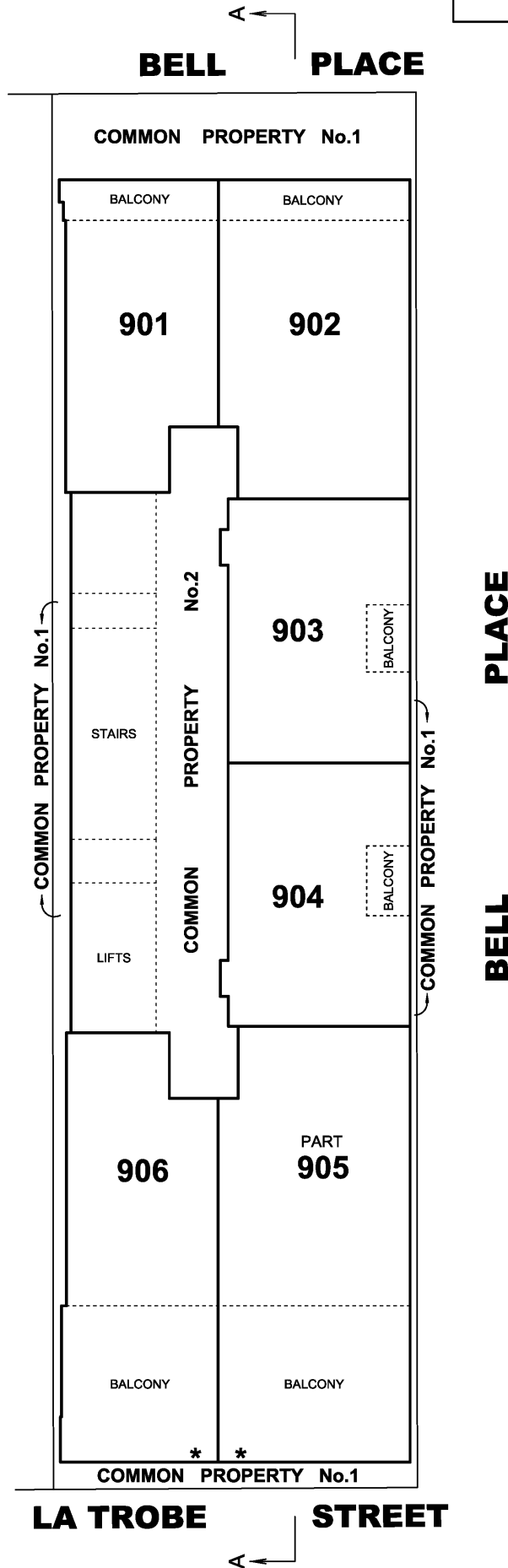
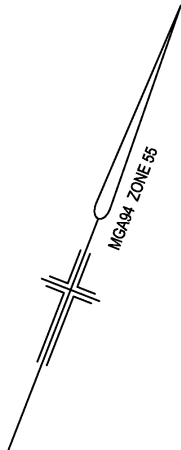
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SIZE A3

SHEET 12

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DIAGRAM 12 LEVEL NINE

PLAN NUMBER
PS 723377T

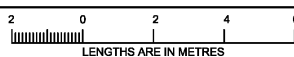


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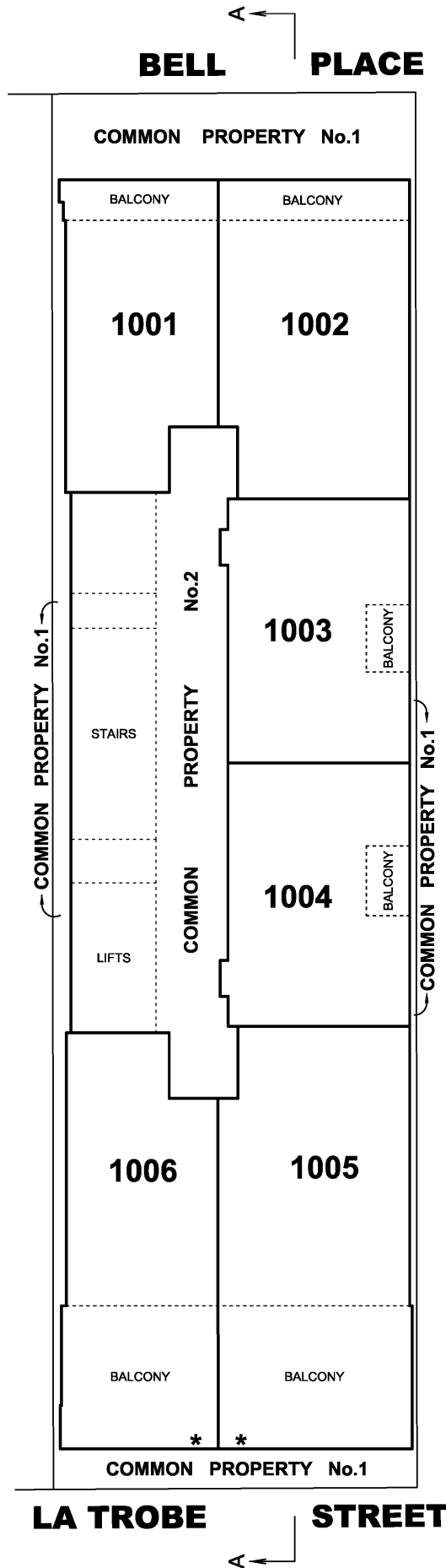
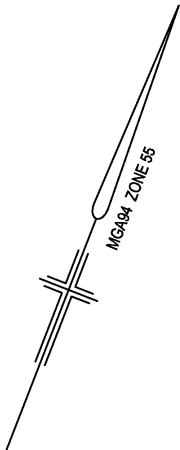
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SHEET 13

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DIAGRAM 13 LEVEL TEN

PLAN NUMBER
PS 723377T



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SCALE **1:150**

2 0 2 4 6

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE **A3**

SHEET **14**

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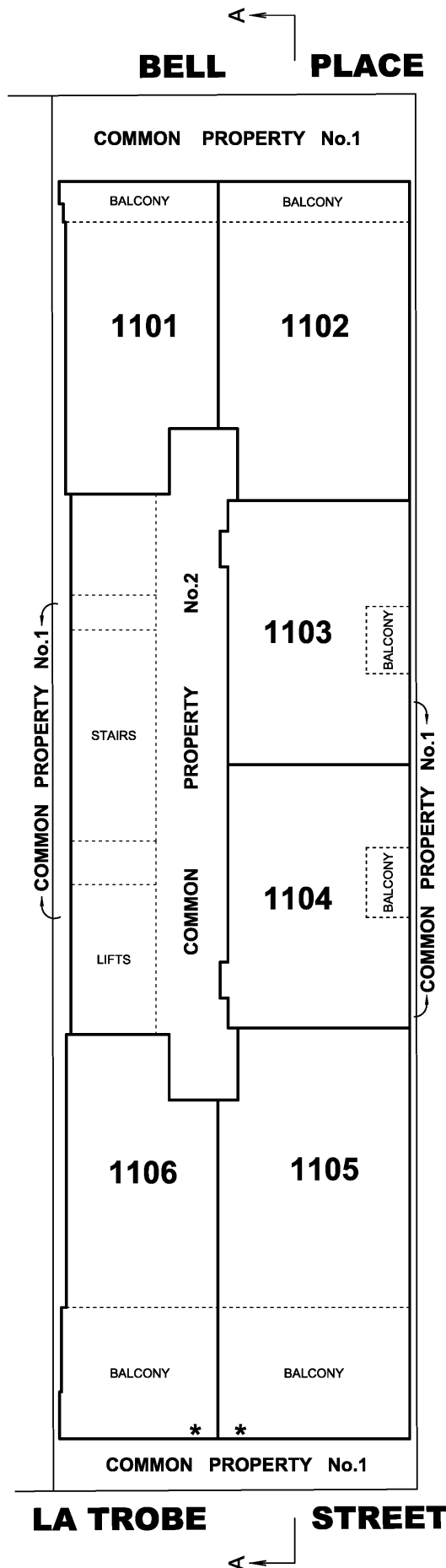
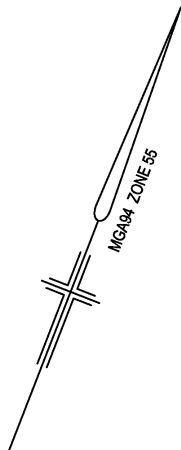
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DIAGRAM 14 LEVEL ELEVEN

PLAN NUMBER
PS 723377T



BELL PLACE

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SCALE **1:150**

ORIGINAL SHEET
SIZE **A3**

SHEET **15**

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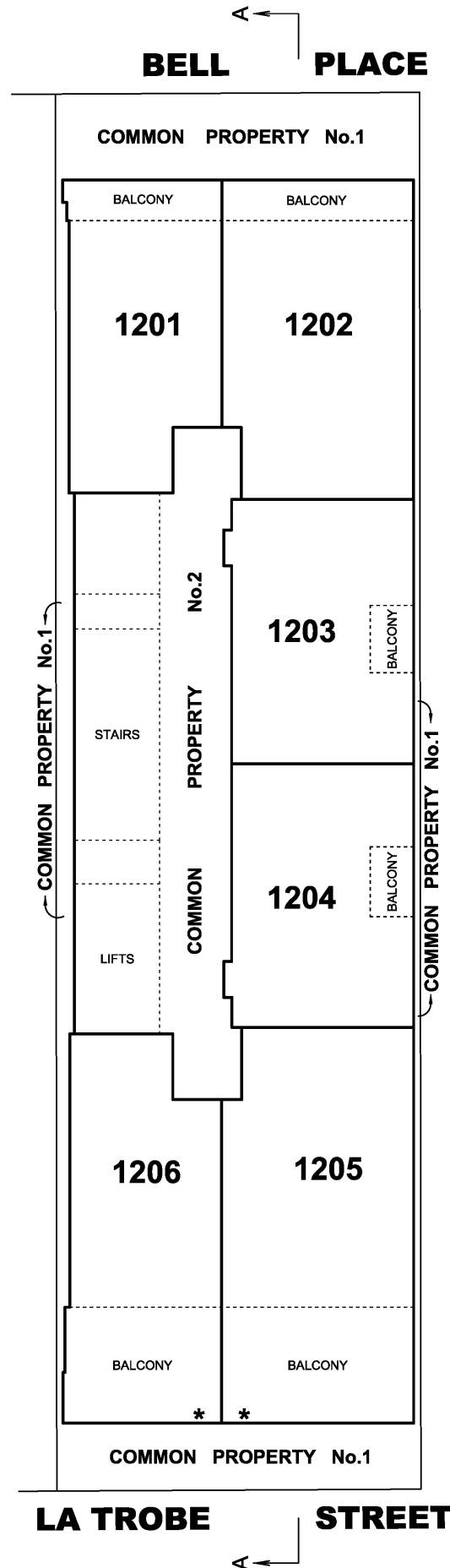
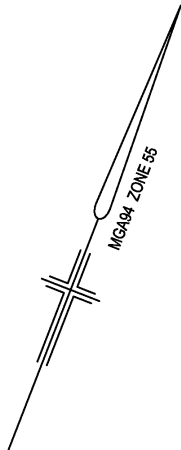
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DIAGRAM 15 LEVEL TWELVE

PLAN NUMBER
PS 723377T



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SCALE **1:150**

ORIGINAL SHEET
SIZE **A3**

SHEET **16**

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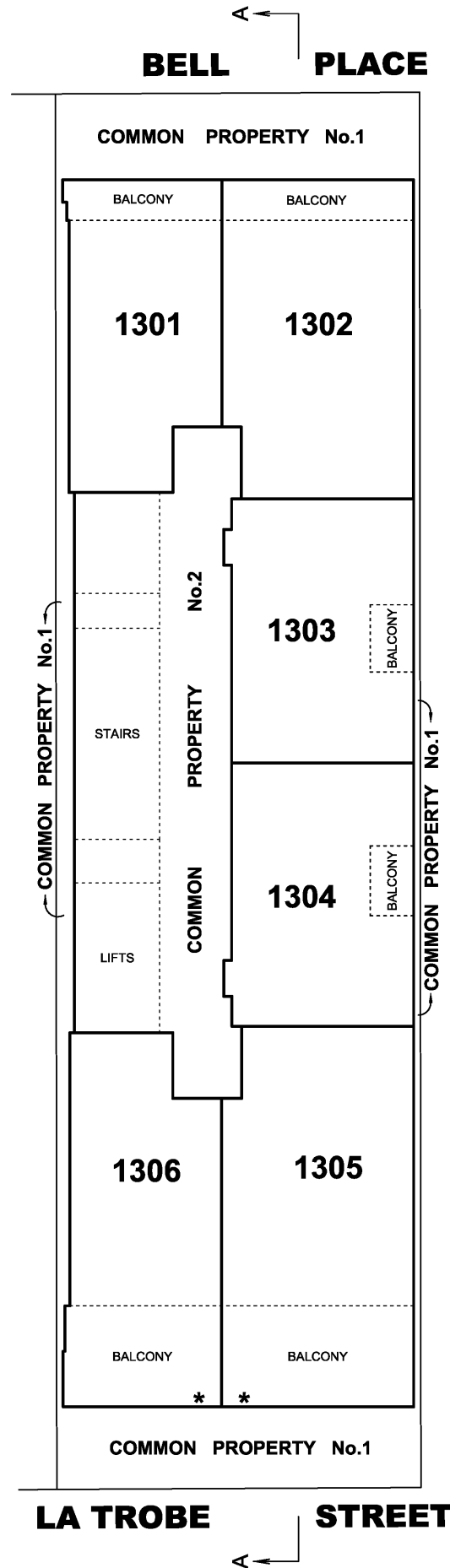
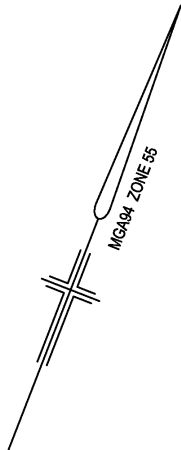
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DIAGRAM 16 LEVEL THIRTEEN

PLAN NUMBER
PS 723377T



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SCALE **1:150**

2 0 2 4 6

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE **A3**

SHEET **17**

REEDS
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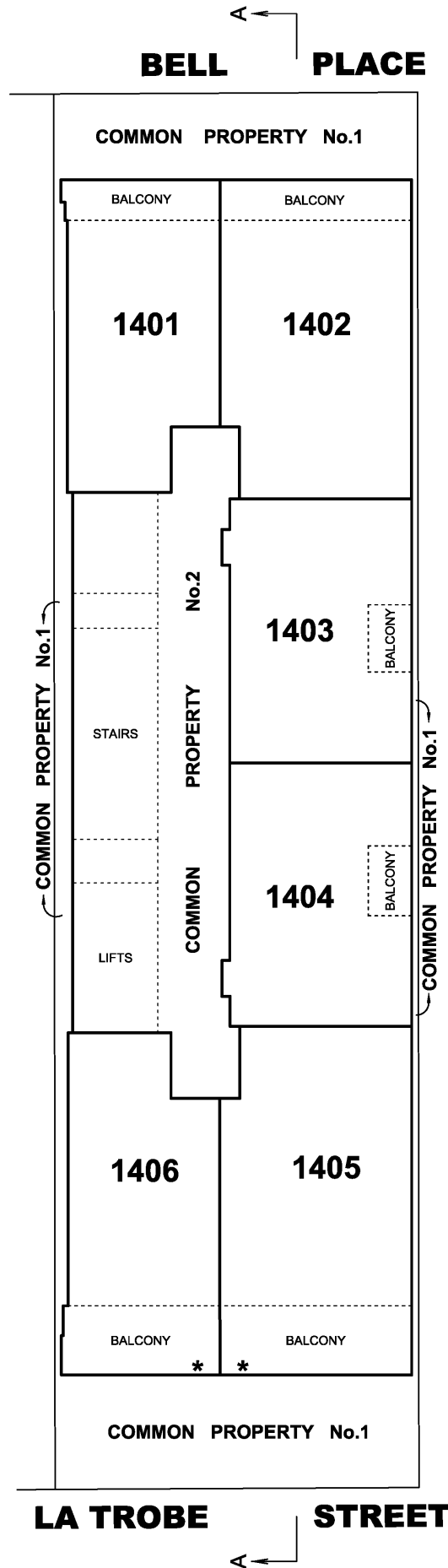
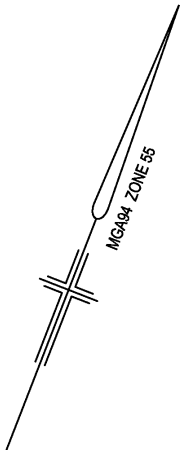
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DIAGRAM 17 LEVEL FOURTEEN

PLAN NUMBER
PS 723377T

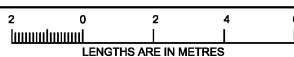


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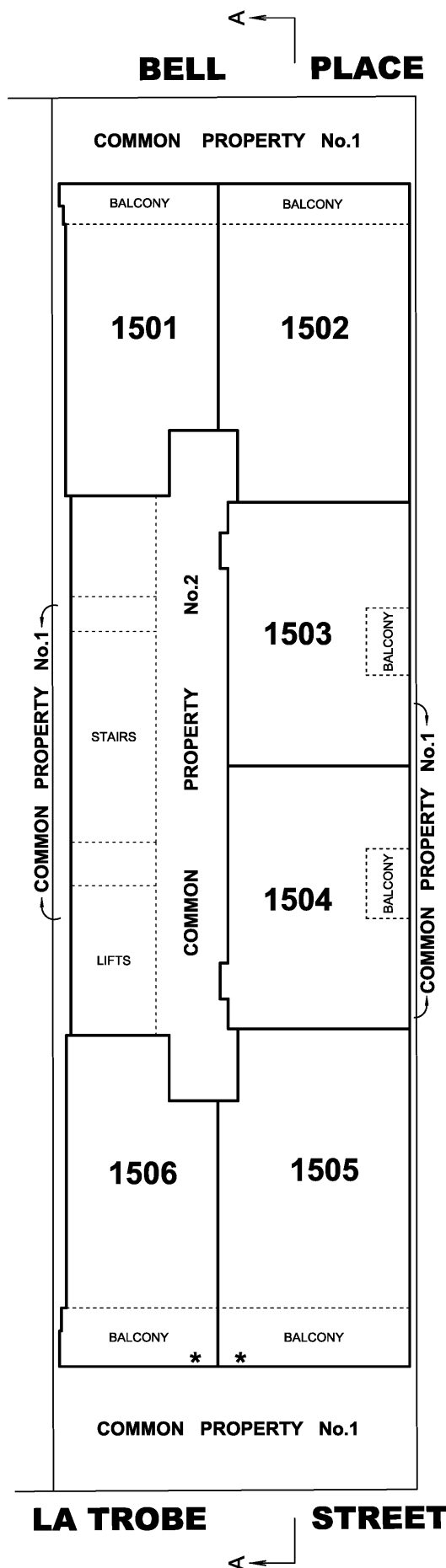
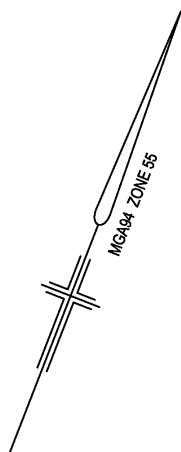
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SIZE **A3**

SHEET 18

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DIAGRAM 18 LEVEL FIFTEEN

PLAN NUMBER
PS 723377T

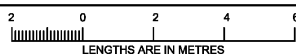


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VERSION:
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SCALE
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ORIGINAL SHEET
SIZE **A3**

SHEET 19

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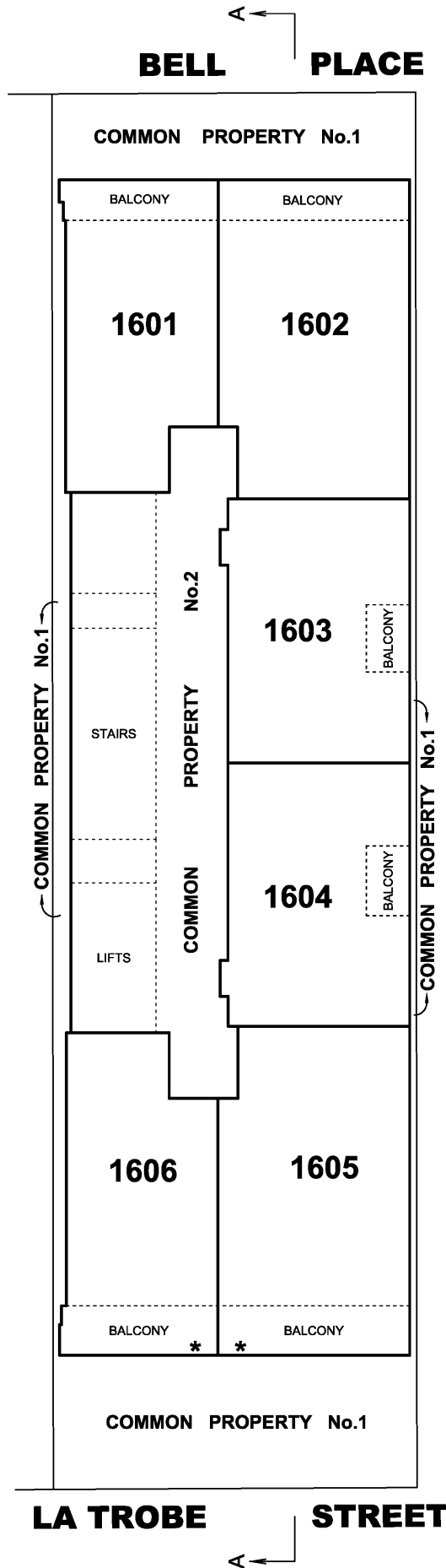
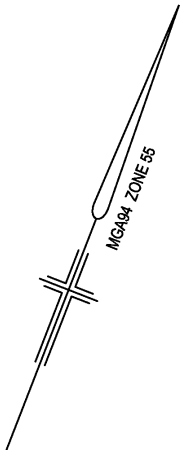
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DIAGRAM 19 **LEVEL SIXTEEN**

PLAN NUMBER
PS 723377T



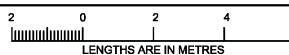
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VERSION:
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DATE: 24/10/16
PS-K - LRS.DGN

SCALE
1:150



ORIGINAL SHEET
SIZE **A3**

SHEET 20

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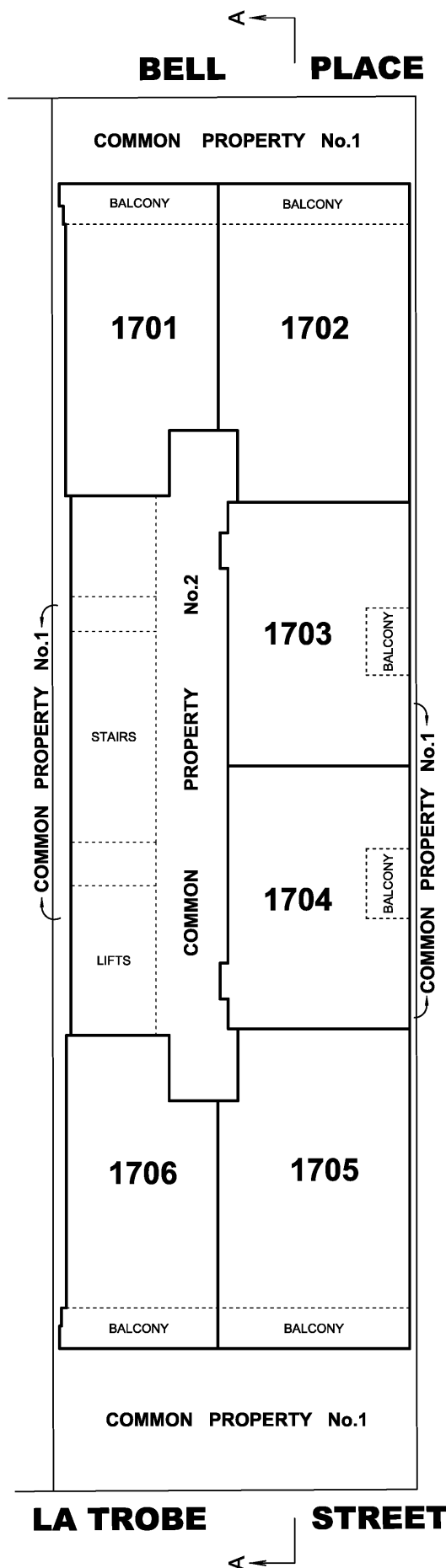
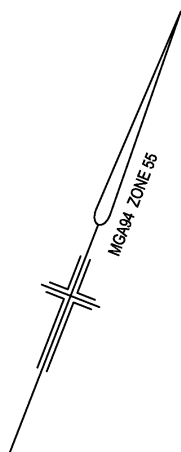
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DIAGRAM 20 **LEVEL SEVENTEEN**

PLAN NUMBER
PS 723377T

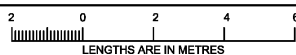


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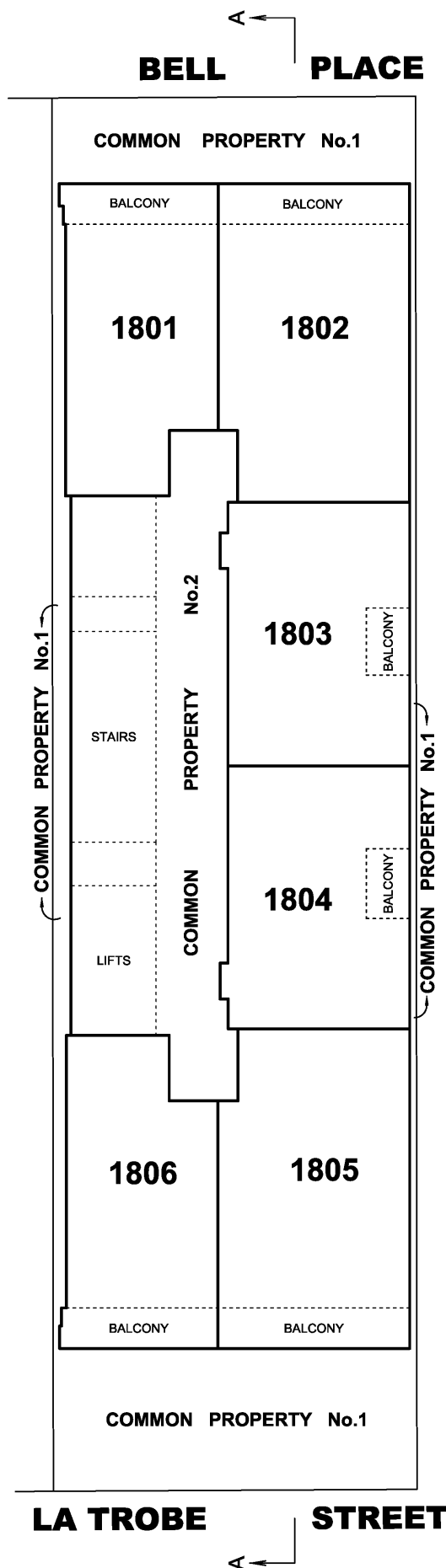
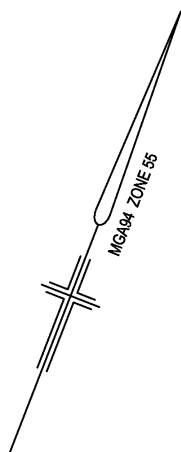
ORIGINAL SHEET
SIZE **A3**

SHEET 21

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DIAGRAM 21 **LEVEL EIGHTEEN**

PLAN NUMBER
PS 723377T

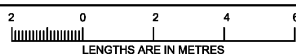


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SCALE
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ORIGINAL SHEET
SIZE **A3**

SHEET 22

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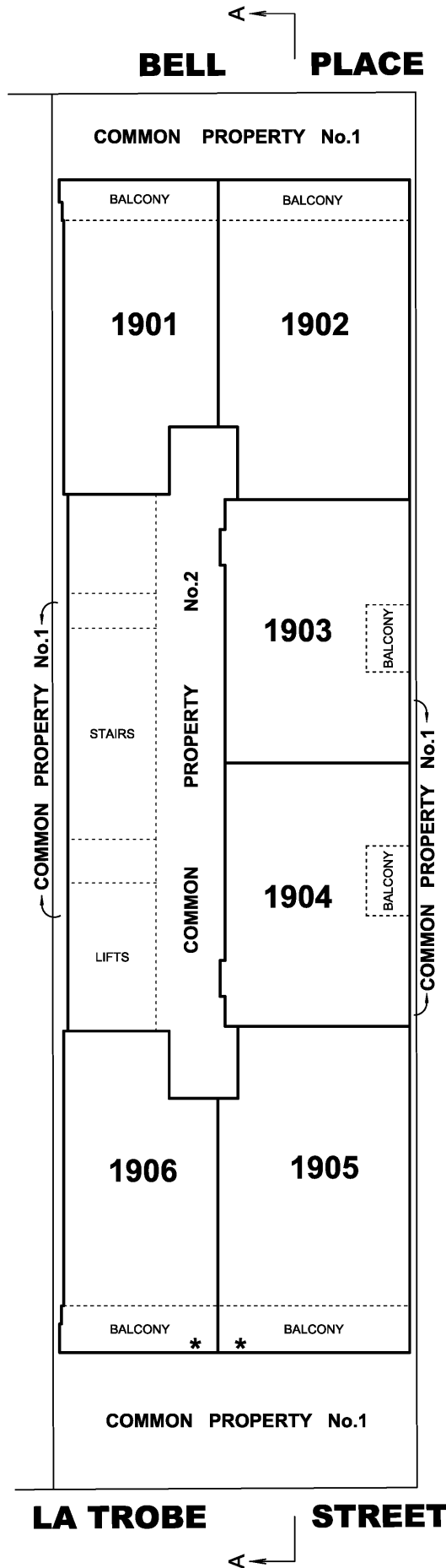
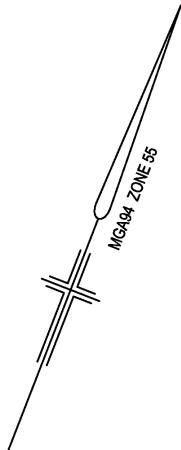
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DIAGRAM 22 LEVEL NINETEEN

PLAN NUMBER
PS 723377T

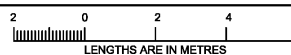


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VERSION:
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DATE: 24/10/16
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SCALE
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ORIGINAL SHEET
SIZE **A3**

SHEET 23

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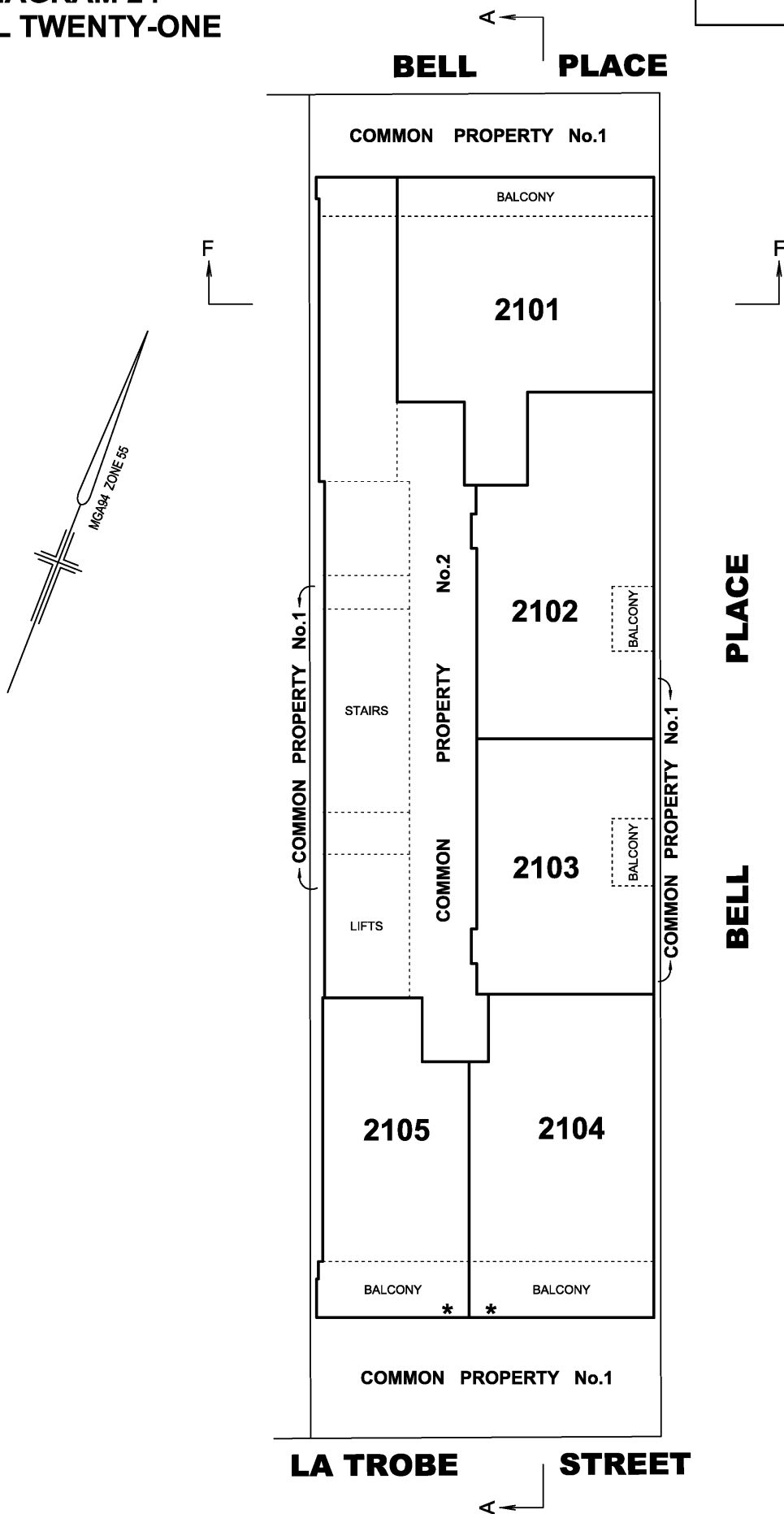
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DIAGRAM 24 LEVEL TWENTY-ONE

PLAN NUMBER
PS 723377T



REF: **21747/PS** VERSION: **K** DATE: 24/10/16
PS-K - LRS.DGN

SCALE **1:150**

ORIGINAL SHEET
SIZE **A3**

SHEET **25**

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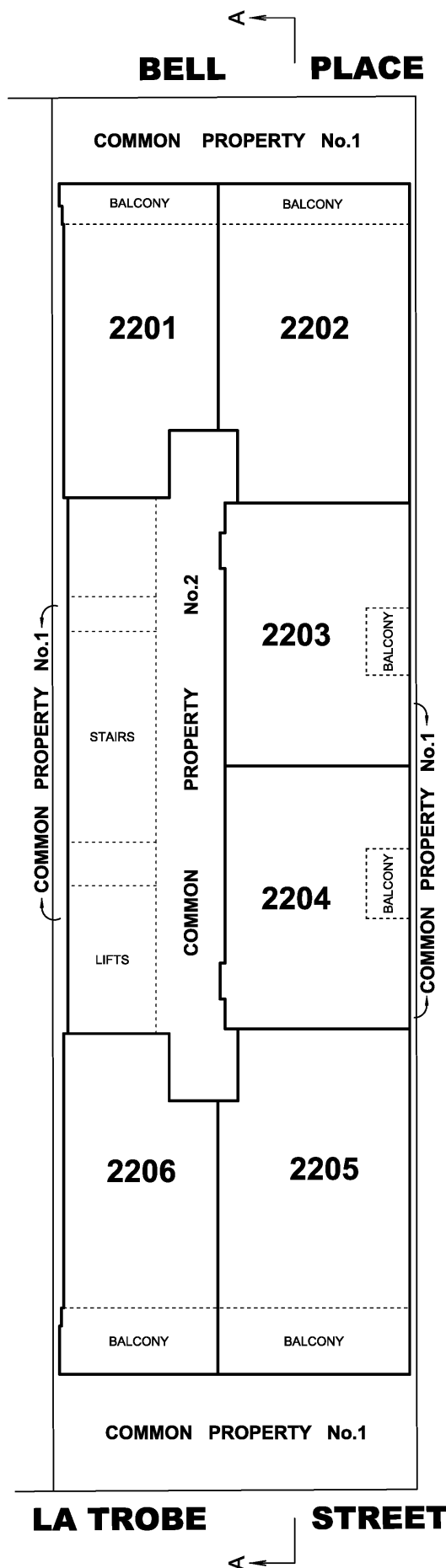
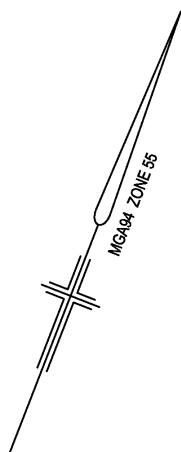
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DIAGRAM 25 **LEVEL TWENTY-TWO**

PLAN NUMBER
PS 723377T



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SCALE **1:150**

ORIGINAL SHEET
SIZE **A3**

SHEET **26**

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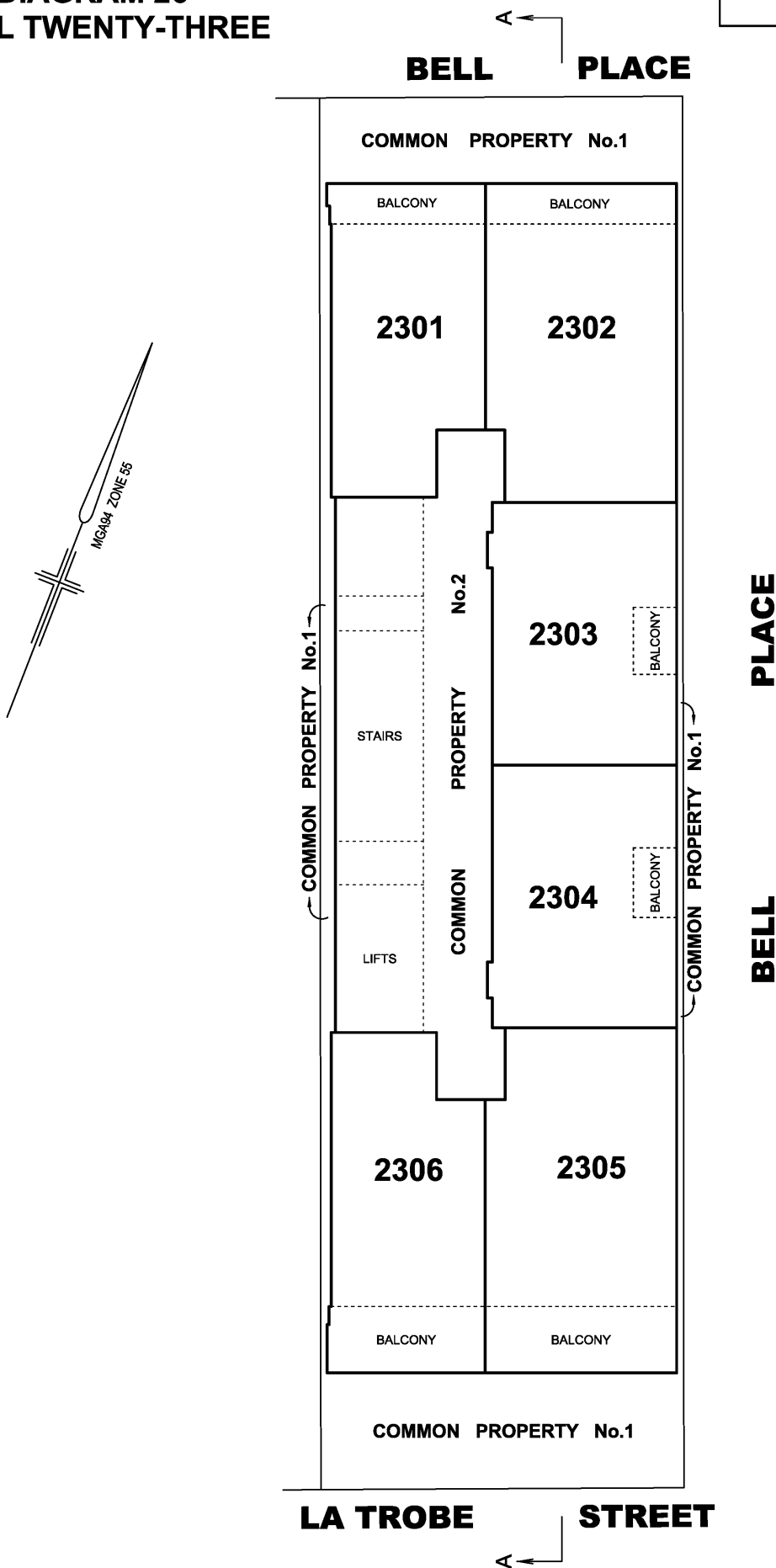
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DIAGRAM 26 **LEVEL TWENTY-THREE**

PLAN NUMBER
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SCALE **1:150**

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE **A3** SHEET **27**

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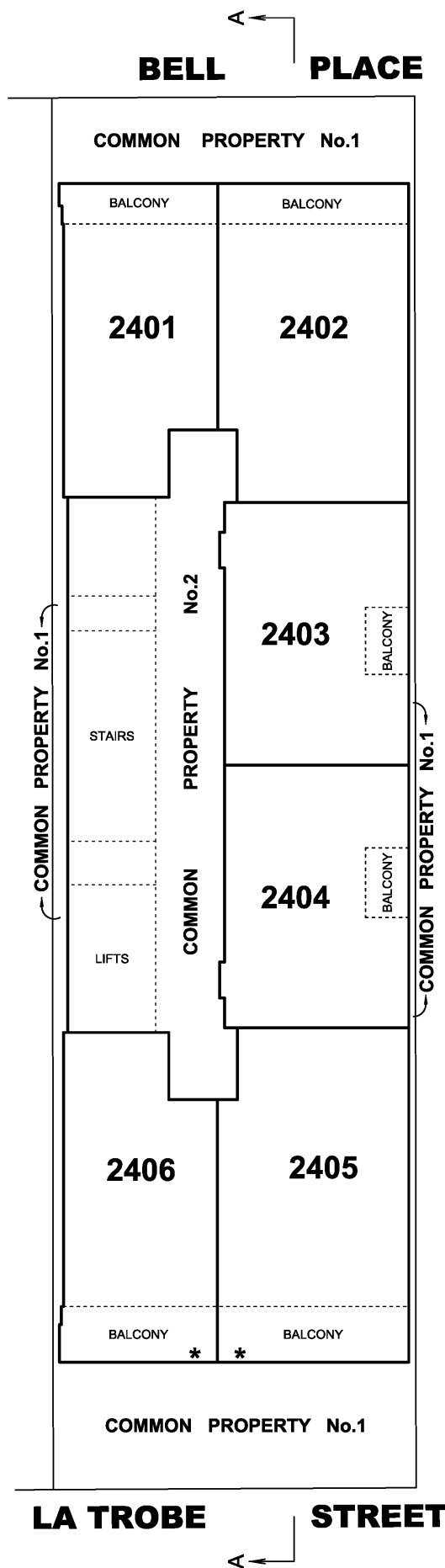
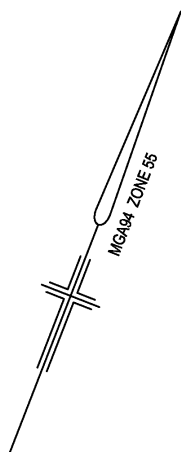
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DIAGRAM 27 **LEVEL TWENTY-FOUR**

PLAN NUMBER
PS 723377T

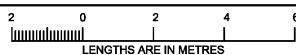


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DATE: 24/10/16
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SCALE
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ORIGINAL SHEET
SIZE **A3**

SHEET 28

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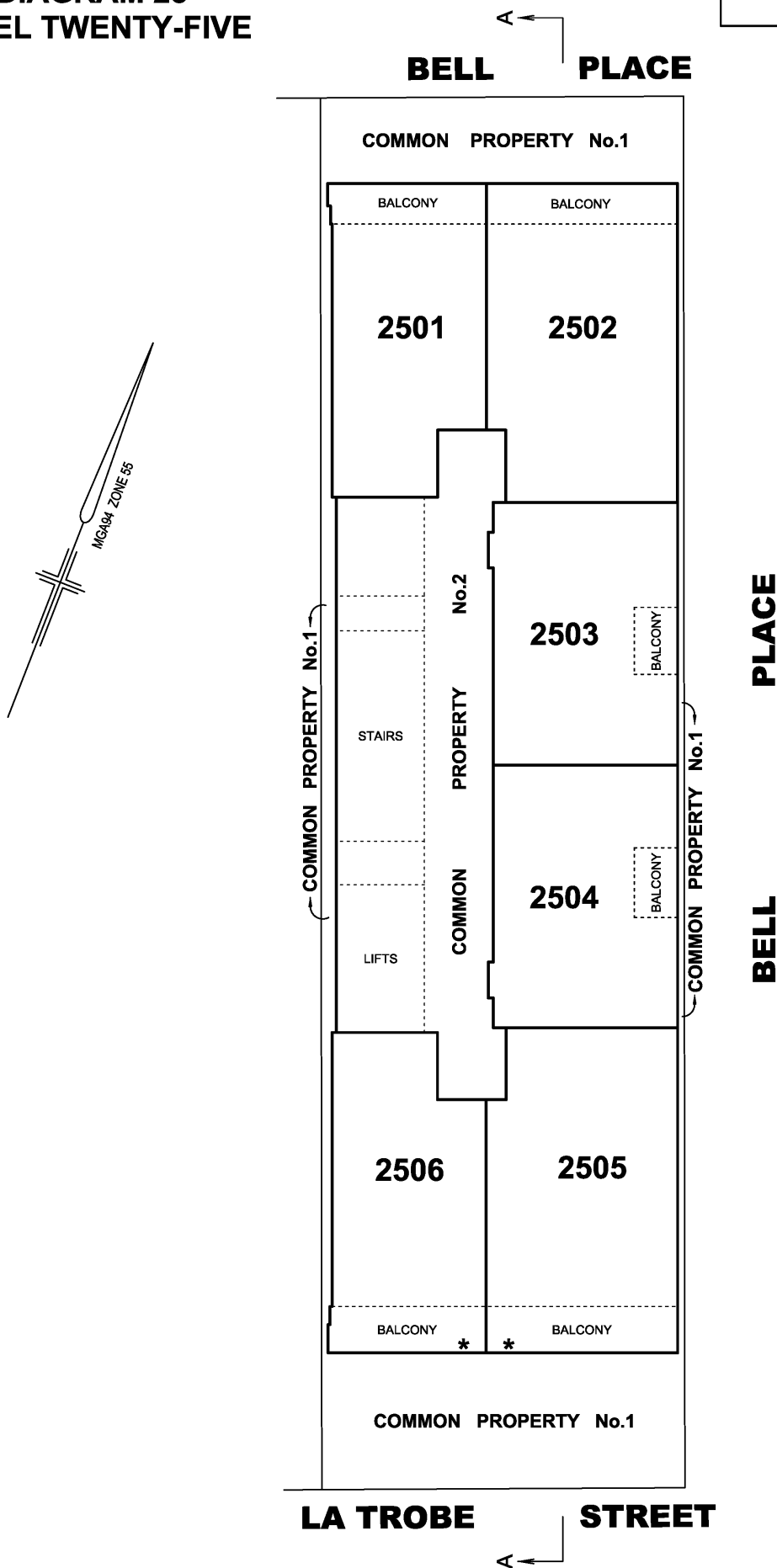
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DIAGRAM 28 **LEVEL TWENTY-FIVE**

PLAN NUMBER
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SCALE **1:150**
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE **A3**

SHEET **29**

REEDS
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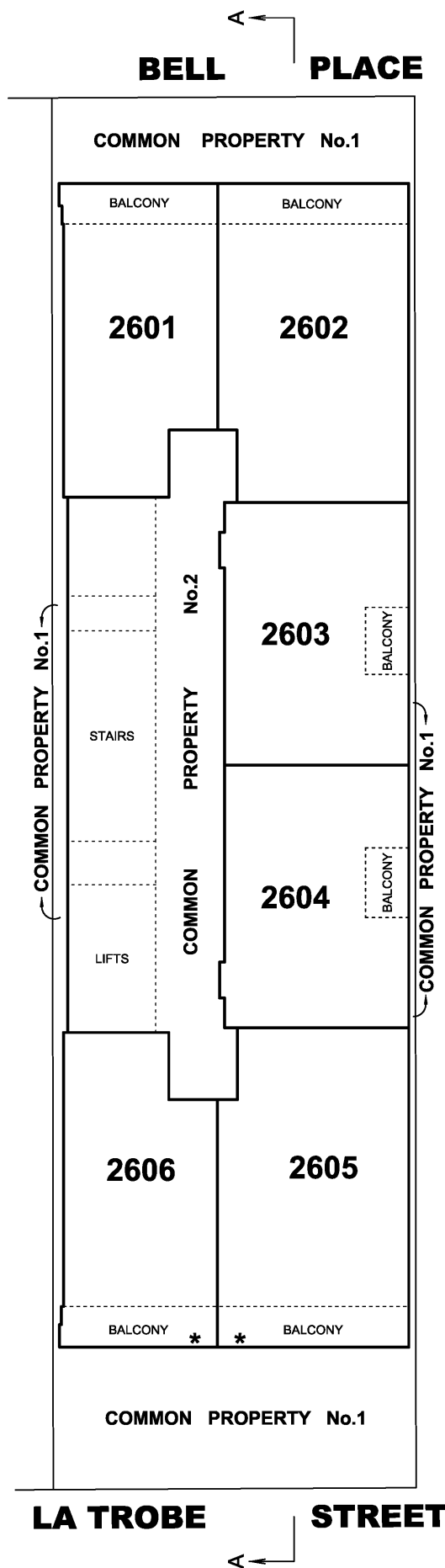
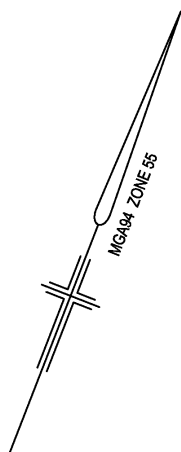
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DIAGRAM 29 **LEVEL TWENTY-SIX**

PLAN NUMBER
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SCALE **1:150**

ORIGINAL SHEET
SIZE **A3**

SHEET **30**

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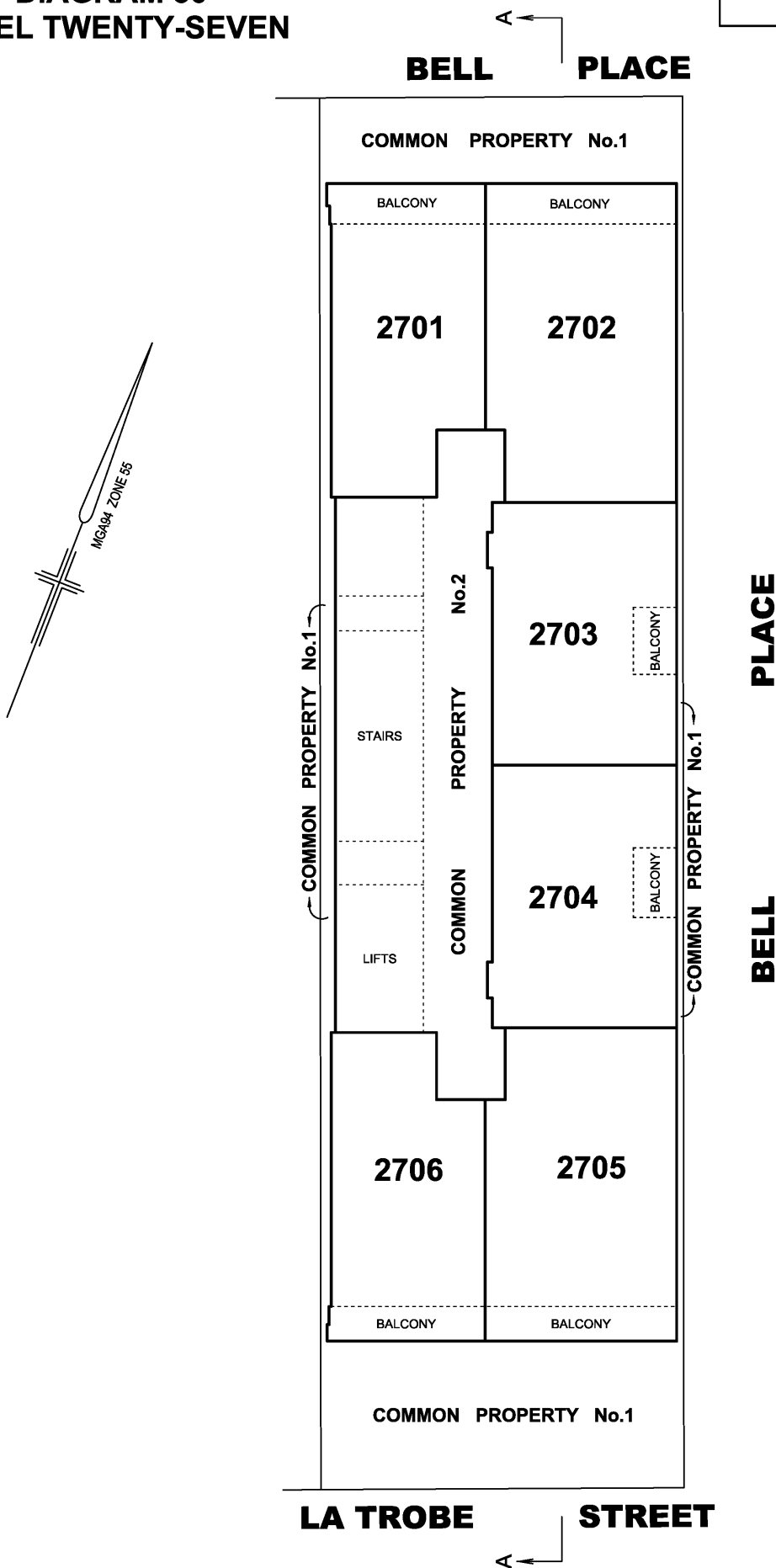
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DIAGRAM 30 LEVEL TWENTY-SEVEN

PLAN NUMBER
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SCALE **1:150** 2 0 2 4 6
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE **A3**

SHEET **31**

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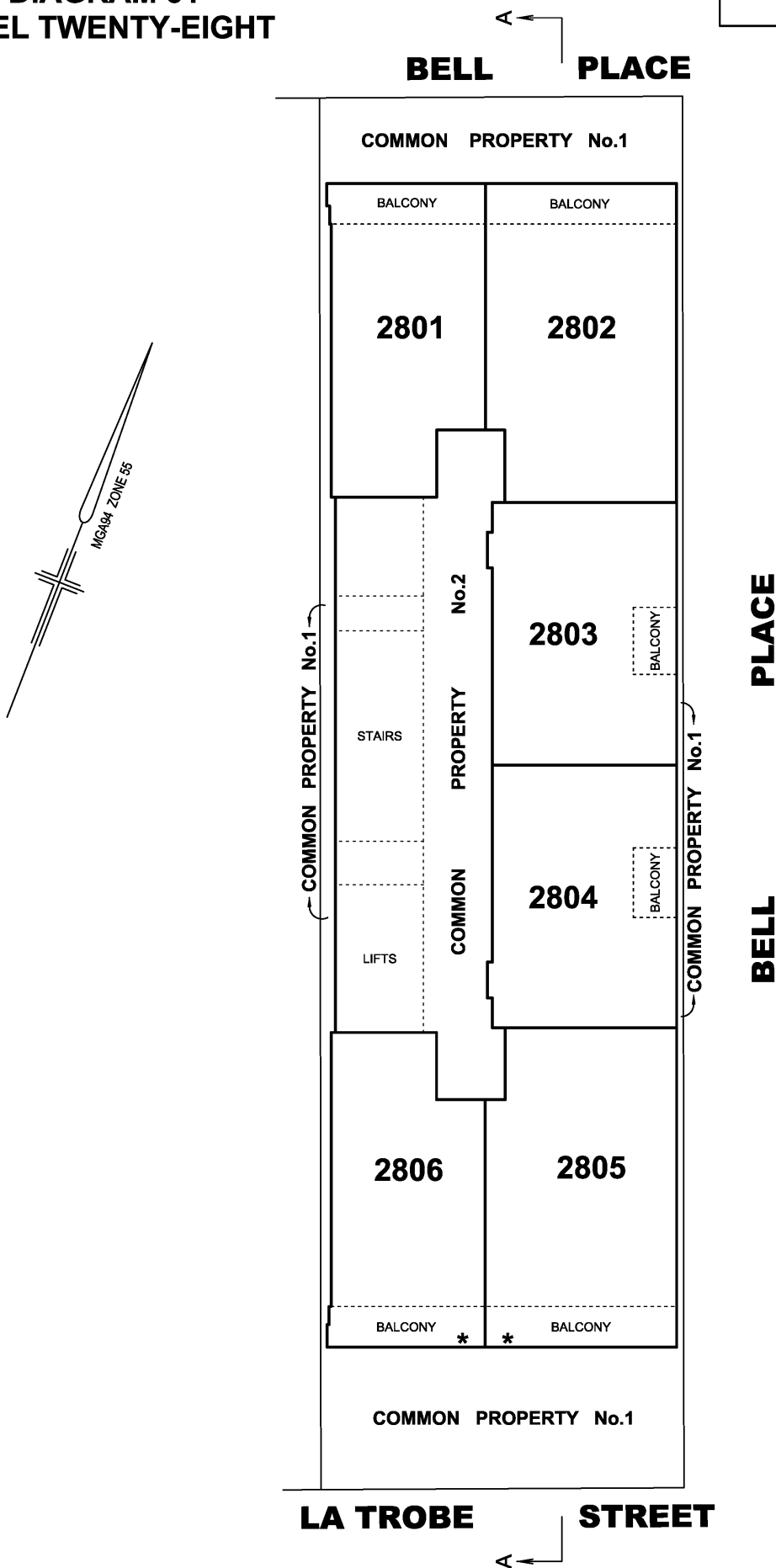
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DIAGRAM 31 **LEVEL TWENTY-EIGHT**

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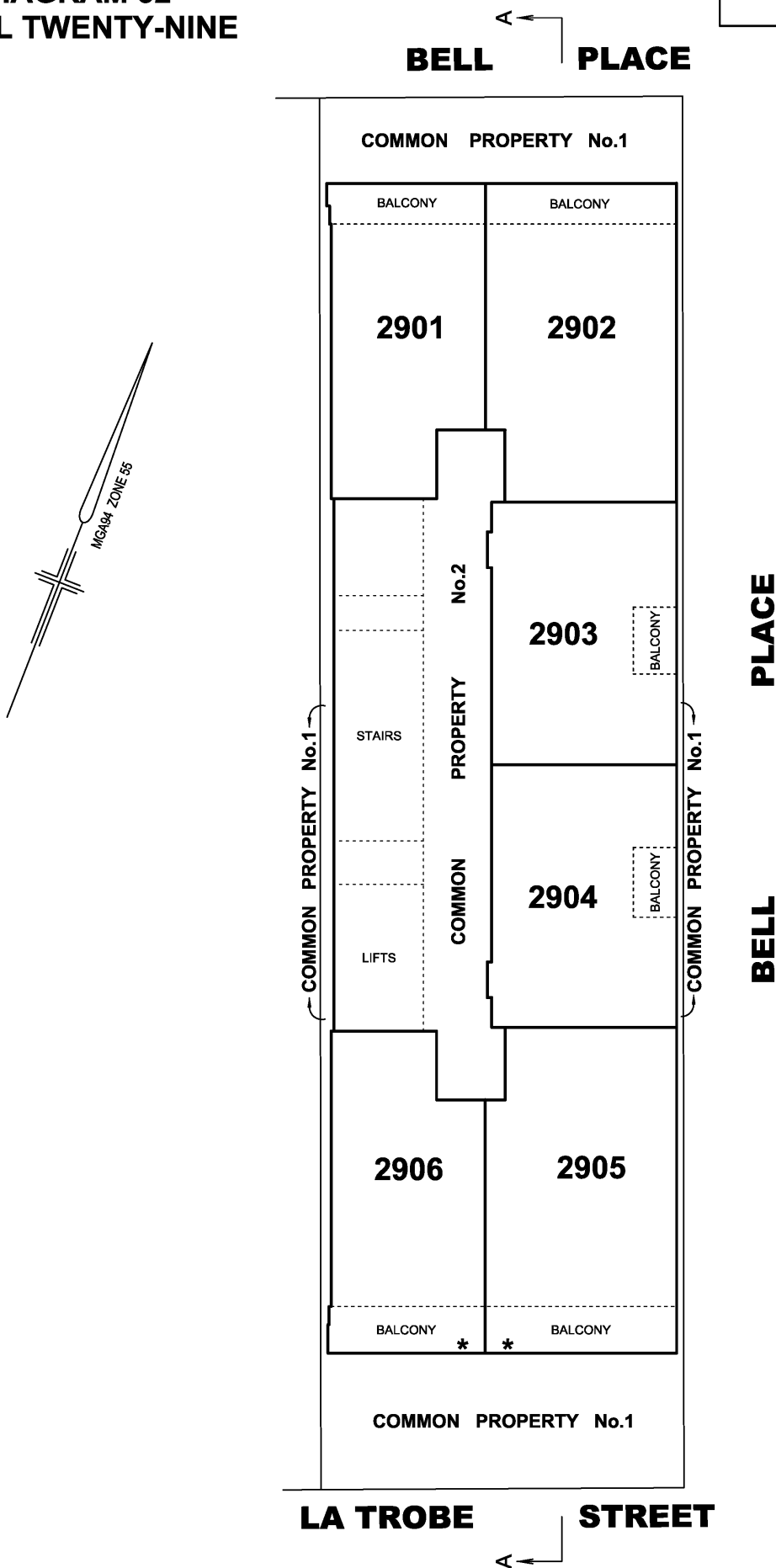
ORIGINAL SHEET
SIZE **A3**

SHEET 32

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DIAGRAM 32 **LEVEL TWENTY-NINE**

PLAN NUMBER
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SCALE **1:150**

ORIGINAL SHEET
SIZE **A3** SHEET **33**

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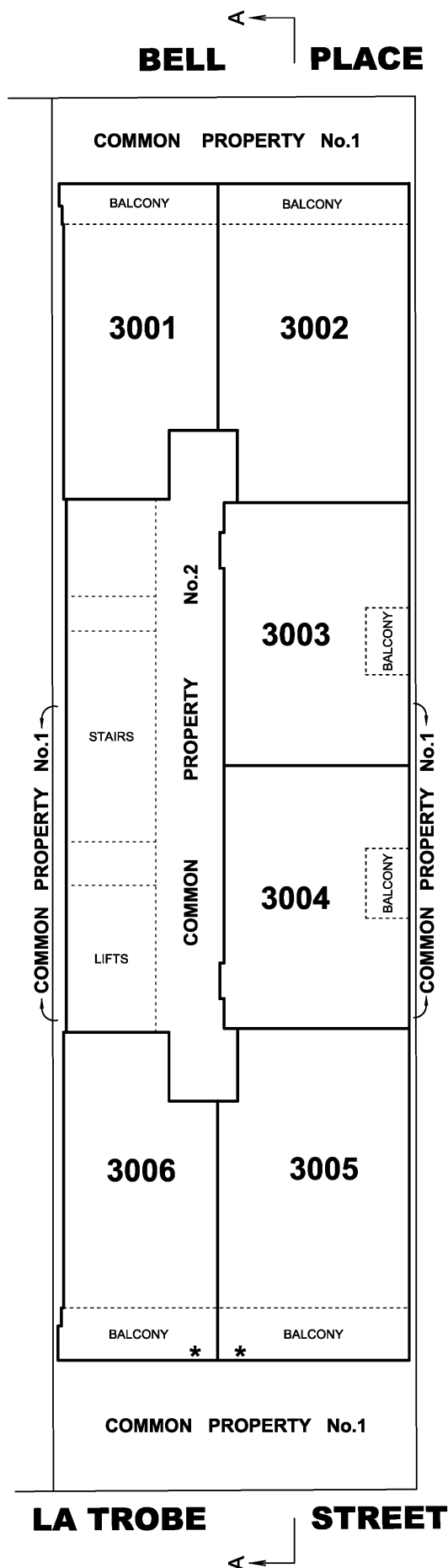
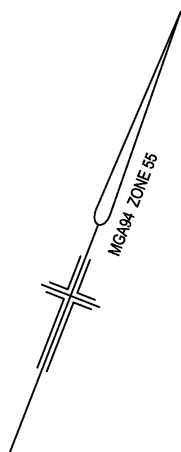
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DIAGRAM 33 **LEVEL THIRTY**

PLAN NUMBER
PS 723377T

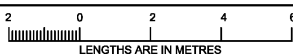


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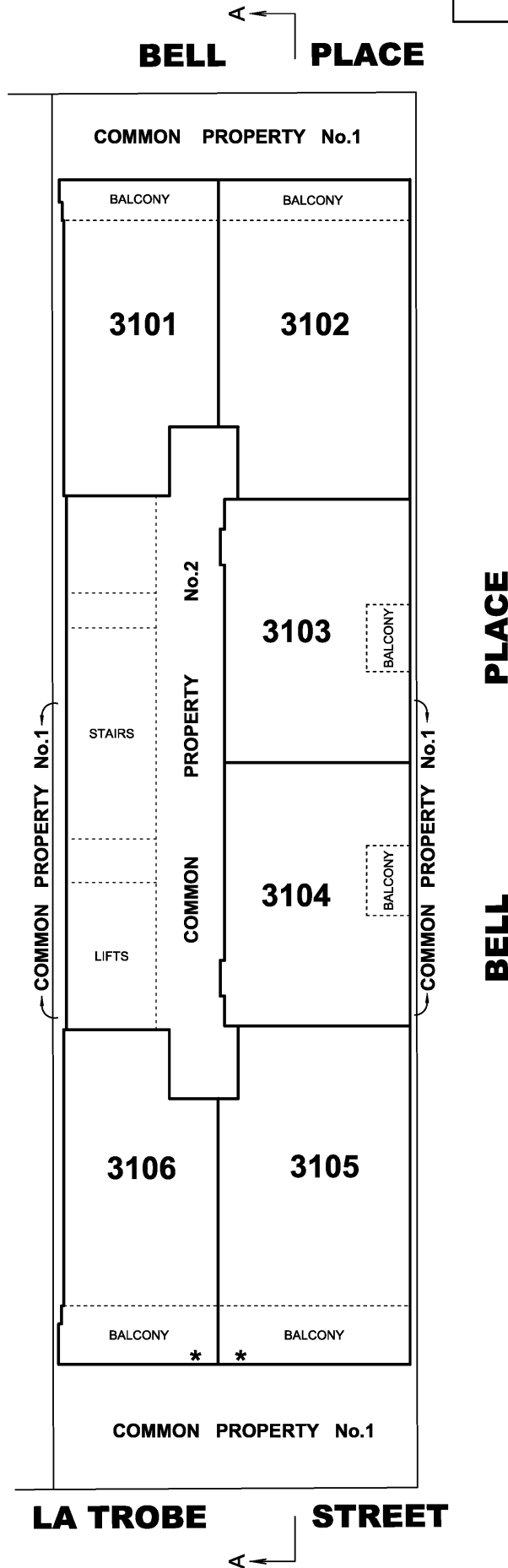
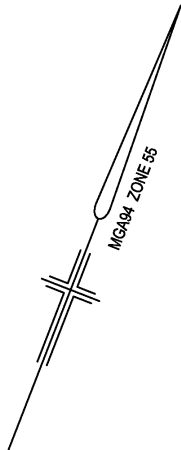
ORIGINAL SHEET
SIZE A3

SHEET 34

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25/10/2016,
SPEAR Ref: S073380M

DIAGRAM 34 LEVEL THIRTY-ONE

PLAN NUMBER
PS 723377T



REF: **21747/PS** VERSION: **K** DATE: 24/10/16
PS-K - LRS.DGN

SCALE **1:150** 2 0 2 4 6
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE A3

SHEET 35

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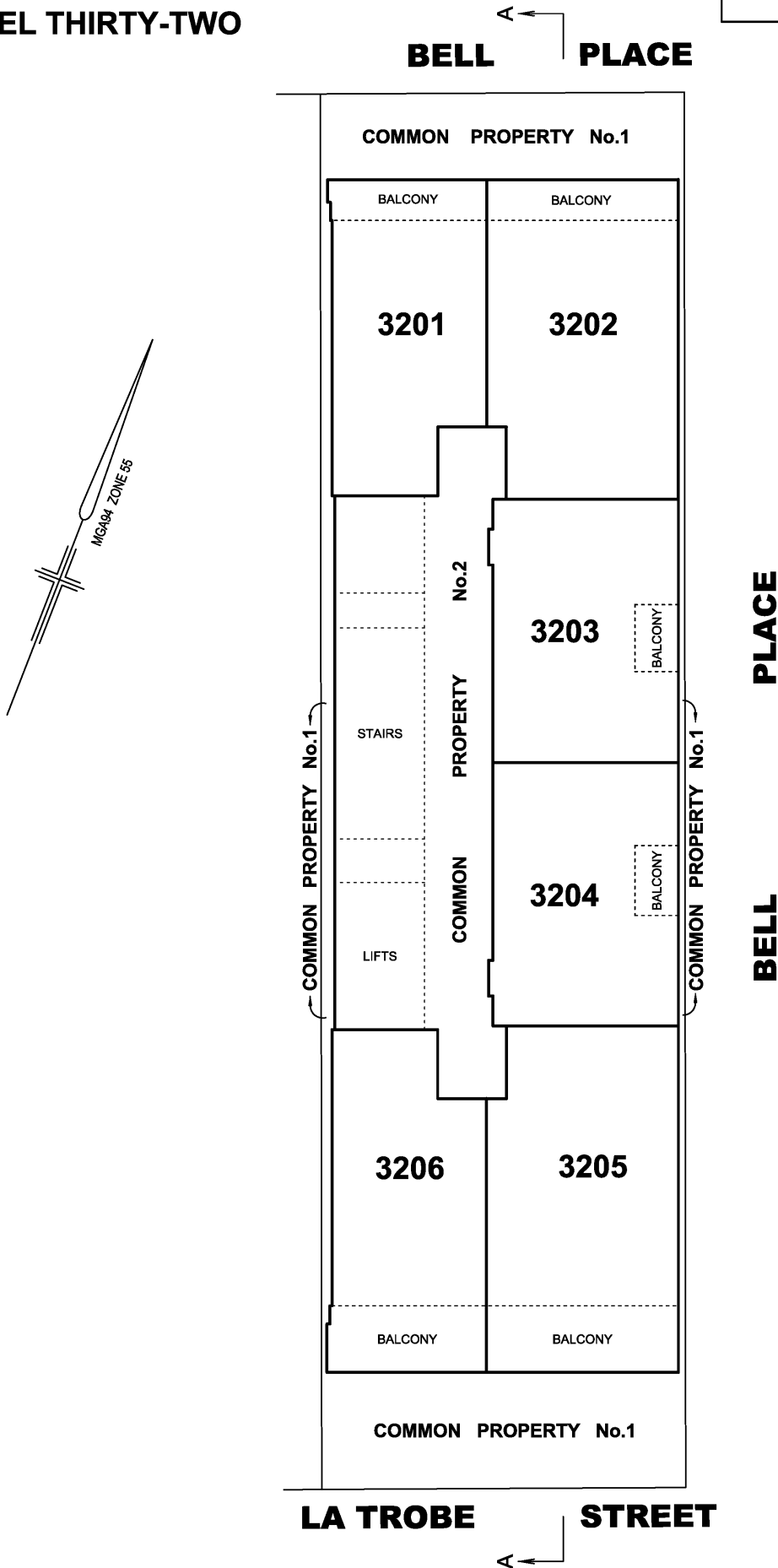
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p [03] 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

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DIAGRAM 35 **LEVEL THIRTY-TWO**

PLAN NUMBER
PS 723377T



REF: **21747/PS** VERSION: **K** DATE: 24/10/16
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SCALE 1:150

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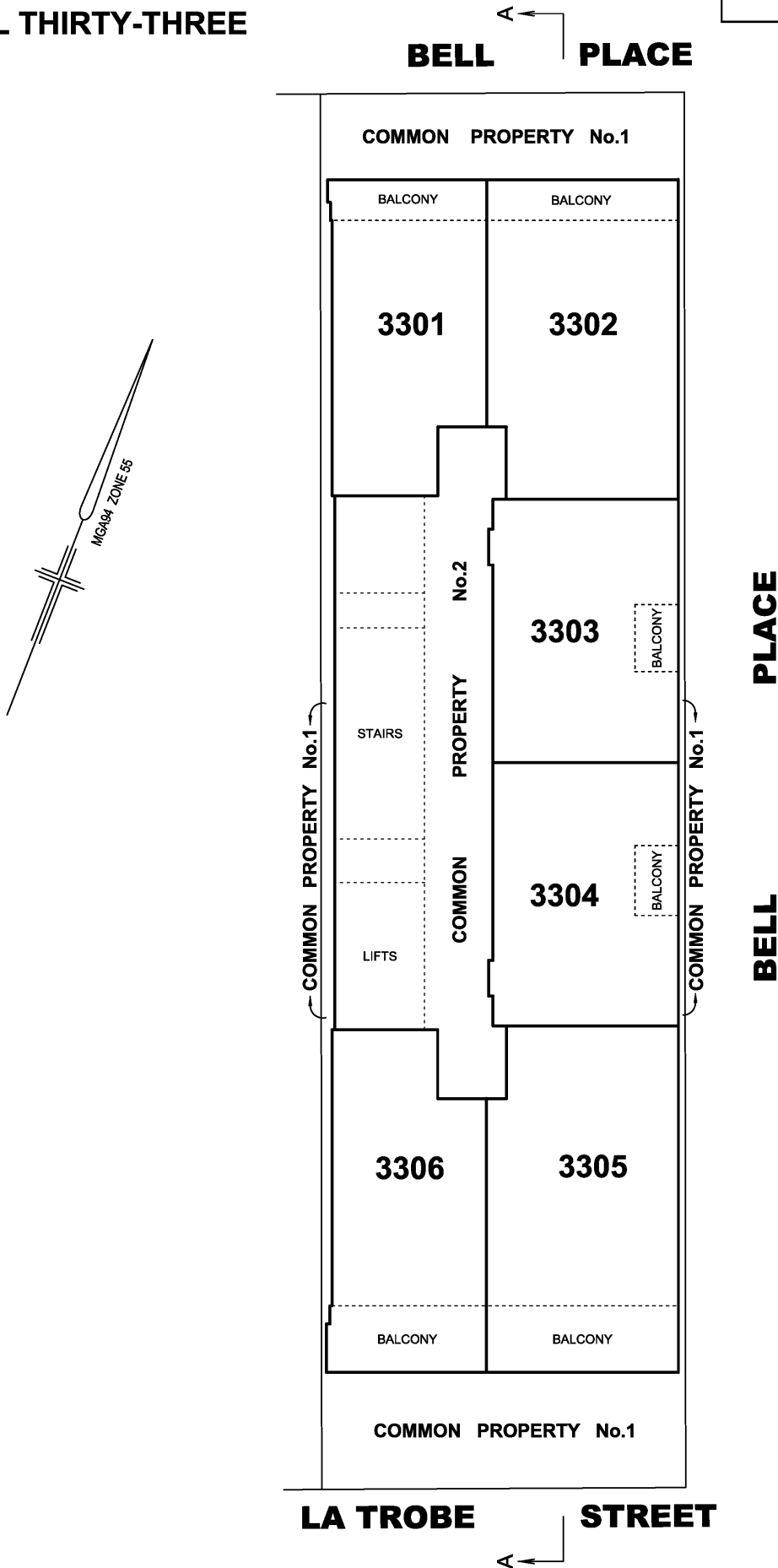
ORIGINAL SHEET
SIZE A3

SHEET 36

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DIAGRAM 36 **LEVEL THIRTY-THREE**

PLAN NUMBER
PS 723377T



REF: **21747/PS** VERSION: **K** DATE: 24/10/16
PS-K - LRS.DGN

SCALE **1:150**
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE **A3**

SHEET **37**

REEDS
CONSULTING

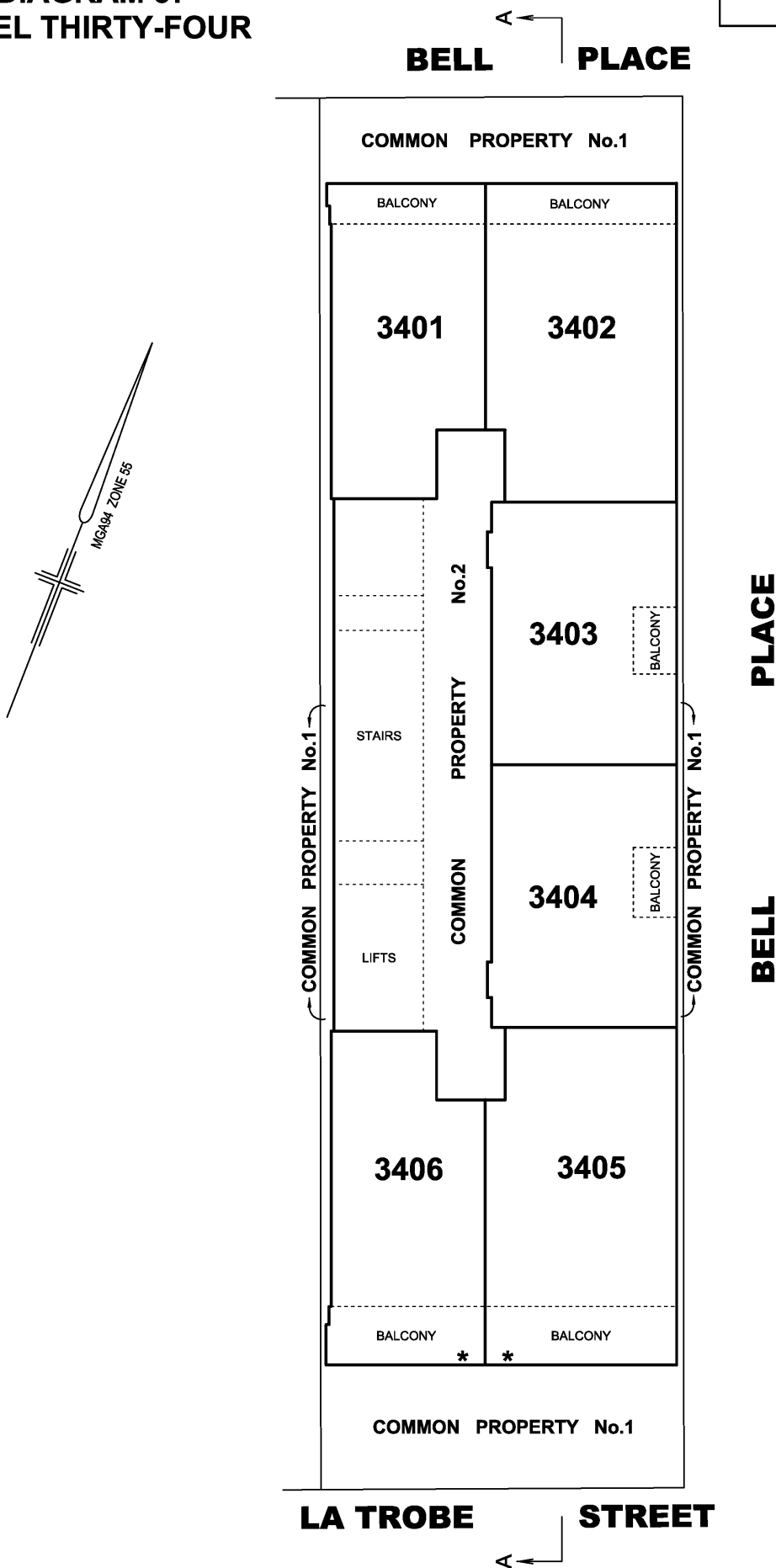
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DIAGRAM 37 **LEVEL THIRTY-FOUR**

PLAN NUMBER
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LENGTHS ARE IN METRES

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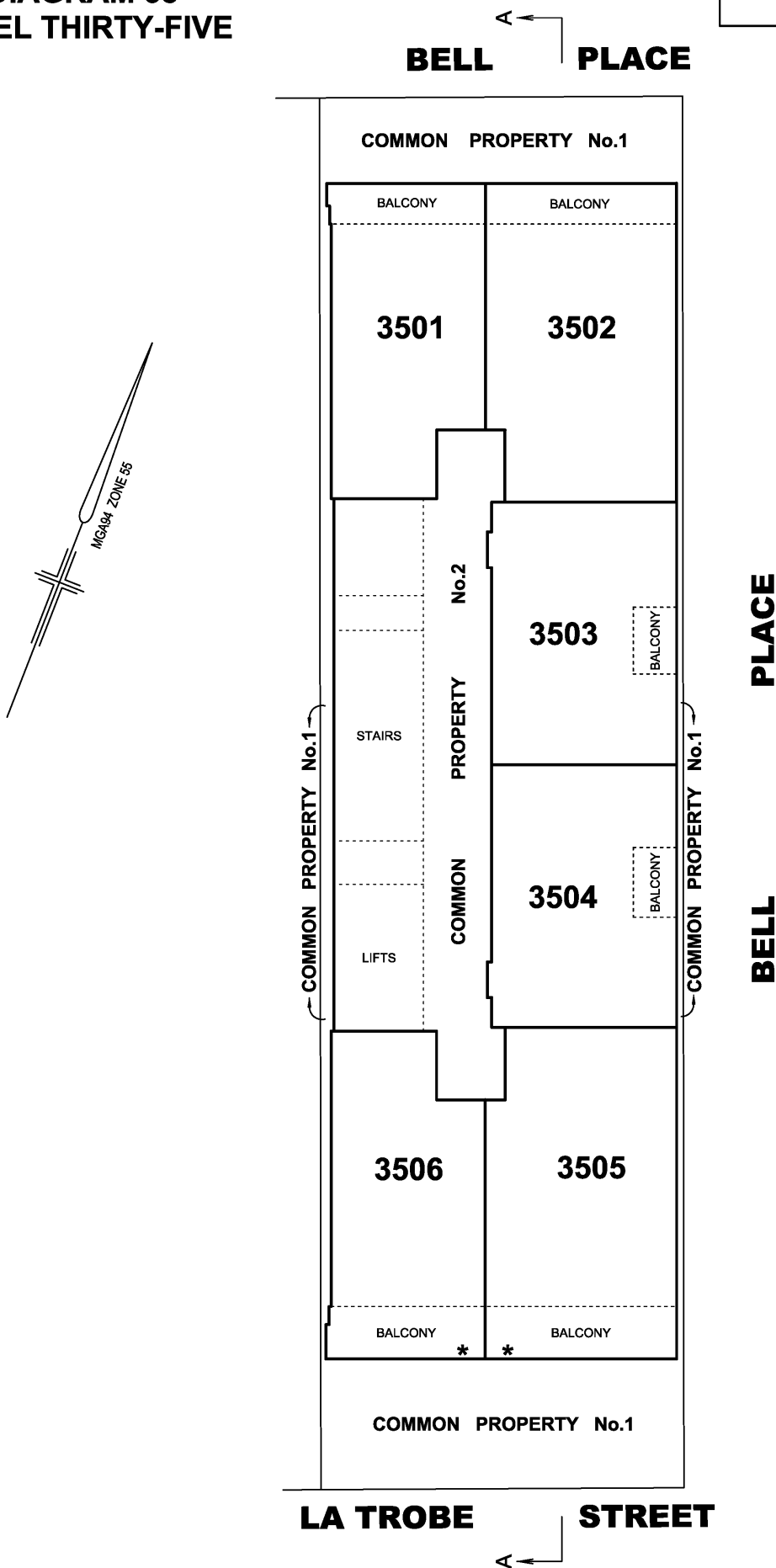
ORIGINAL SHEET
SIZE A3

SHEET 38

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SPEAR Ref: S073380M

DIAGRAM 38 **LEVEL THIRTY-FIVE**

PLAN NUMBER
PS 723377T



REF: **21747/PS** VERSION: **K** DATE: 24/10/16
PS-K - LRS.DGN

SCALE **1:150**
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE **A3**

SHEET **39**

REEDS
CONSULTING

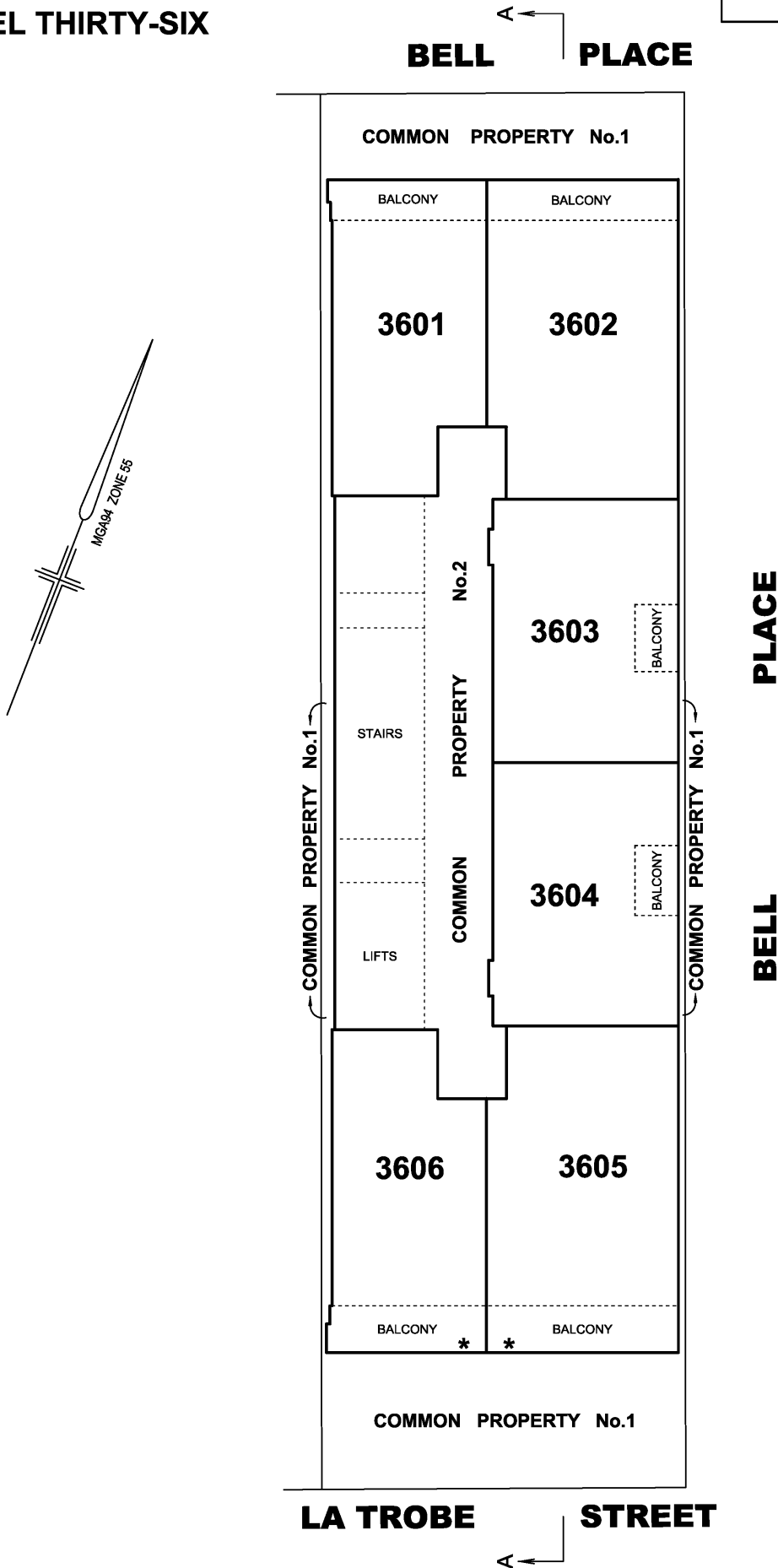
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DIAGRAM 39 **LEVEL THIRTY-SIX**

PLAN NUMBER
PS 723377T



REF: **21747/PS** VERSION: **K** DATE: 24/10/16
PS-K - LRS.DGN

SCALE **1:150**

ORIGINAL SHEET
SIZE **A3**

SHEET **40**

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CONSULTING

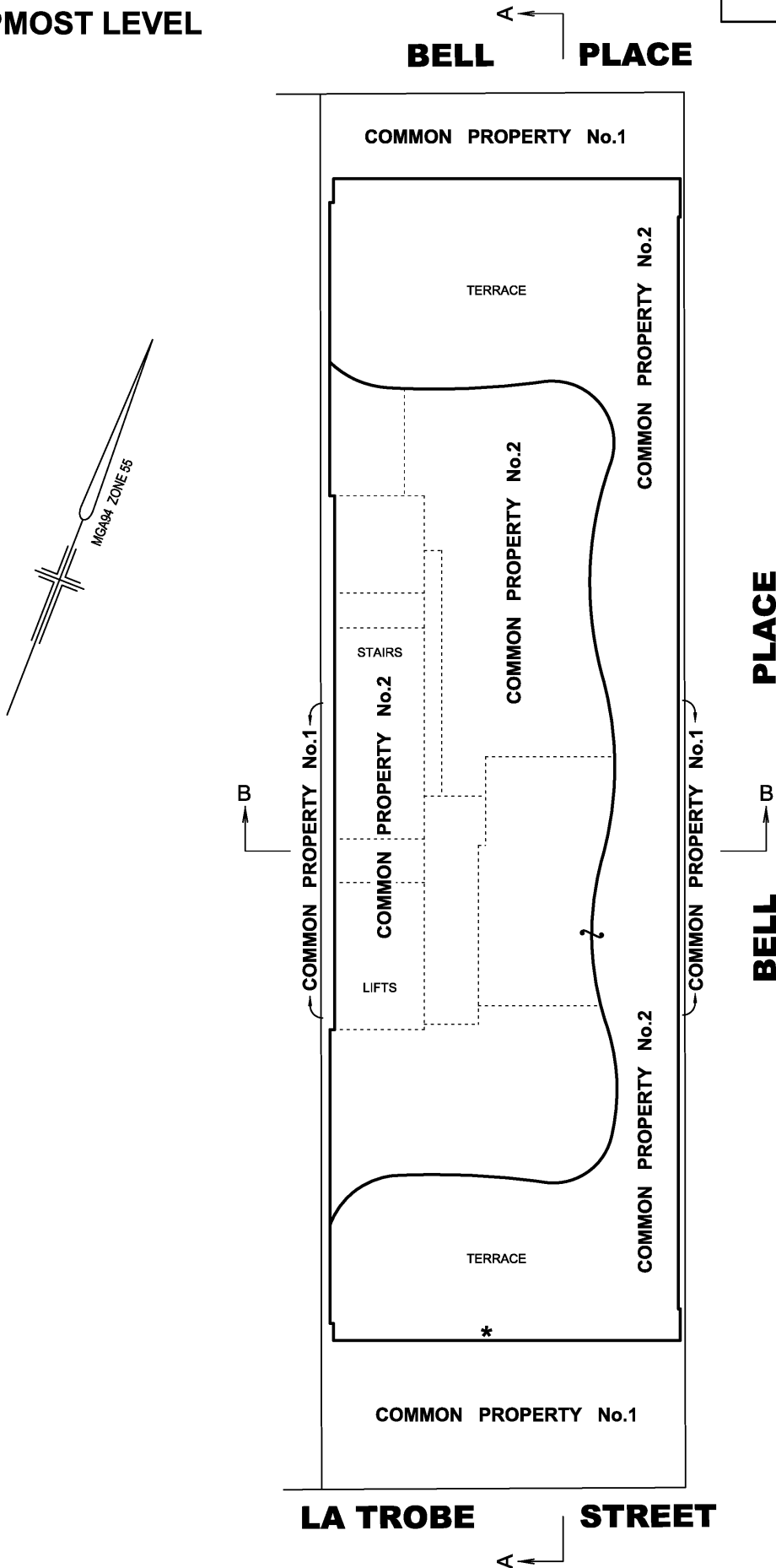
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DIAGRAM 40 TOPMOST LEVEL

PLAN NUMBER
PS 723377T



REF: **21747/PS** VERSION: **K** DATE: 24/10/16
PS-K - LRS.DGN

SCALE **1:150**

ORIGINAL SHEET
SIZE **A3**

SHEET **41**

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25/10/2016,
SPEAR Ref: S073380M

CROSS SECTION A-A (PART)

NOT TO SCALE

P=PROJECTION OF CEILING OF THE RELEVANT LOT
VP=VERTICAL PROJECTION OF EDGE OF BALCONY SCREEN

SEE SHEET 44

LEVEL TWENTY-FIVE
DIAGRAM 28 SHEET 29

LEVEL TWENTY-FOUR
DIAGRAM 27 SHEET 28

LEVEL TWENTY-THREE
DIAGRAM 26 SHEET 27

LEVEL TWENTY-TWO
DIAGRAM 25 SHEET 26

LEVEL TWENTY-ONE
DIAGRAM 24 SHEET 25

LEVEL TWENTY
DIAGRAM 23 SHEET 24

LEVEL NINETEEN
DIAGRAM 22 SHEET 23

LEVEL EIGHTEEN
DIAGRAM 21 SHEET 22

LEVEL SEVENTEEN
DIAGRAM 20 SHEET 21

LEVEL SIXTEEN
DIAGRAM 19 SHEET 20

LEVEL FIFTEEN
DIAGRAM 18 SHEET 19

LEVEL FOURTEEN
DIAGRAM 17 SHEET 18

LEVEL THIRTEEN
DIAGRAM 16 SHEET 17

LEVEL TWELVE
DIAGRAM 15 SHEET 16

LEVEL ELEVEN
DIAGRAM 14 SHEET 15

TITLE BOUNDARY

LA TROBE STREET

COMMON PROPERTY No.1

BALC.	1105 (1106 SAME)	1104	1103	1102 (1101 SAME)	BALC.
BALC.	1205 (1206 SAME)	1204	1203	1202 (1201 SAME)	BALC.
BALC.	1305 (1306 SAME)	1304	1303	1302 (1301 SAME)	BALC.
BALC.	1405 (1406 SAME)	1404	1403	1402 (1401 SAME)	BALC.
BALC.	1505 (1506 SAME)	1504	1503	1502 (1501 SAME)	BALC.
BALC.	1605 (1606 SAME)	1604	1603	1602 (1601 SAME)	BALC.
BALC.	1705 (1706 SAME)	1704	1703	1702 (1701 SAME)	BALC.
BALC.	1805 (1806 SAME)	1804	1803	1802 (1801 SAME)	BALC.
BALC.	1905 (1906 SAME)	1904	1903	1902 (1901 SAME)	BALC.
BALC.	2005 (2006 SAME)	2004	2003	2002 (2001 SAME)	BALC.
BALC.	2104 (2105 SAME)	2103	2102	2101	BALC.
BALC.	2205 (2206 SAME)	2204	2203	2202 (2201 SAME)	BALC.
BALC.	2305 (2306 SAME)	2304	2303	2302 (2301 SAME)	BALC.
BALC.	2405 (2406 SAME)	2404	2403	2402 (2401 SAME)	BALC.
BALC.	2505 (2506 SAME)	2504	2503	2502 (2501 SAME)	BALC.

TITLE BOUNDARY

BELL PLACE

COMMON PROPERTY No.1

SEE SHEET 42

REF: 21747/PS K
VERSION: K
DATE: 24/10/16
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ORIGINAL SHEET
SIZE A3

SHEET 43

PLAN NUMBER
PS 723377T

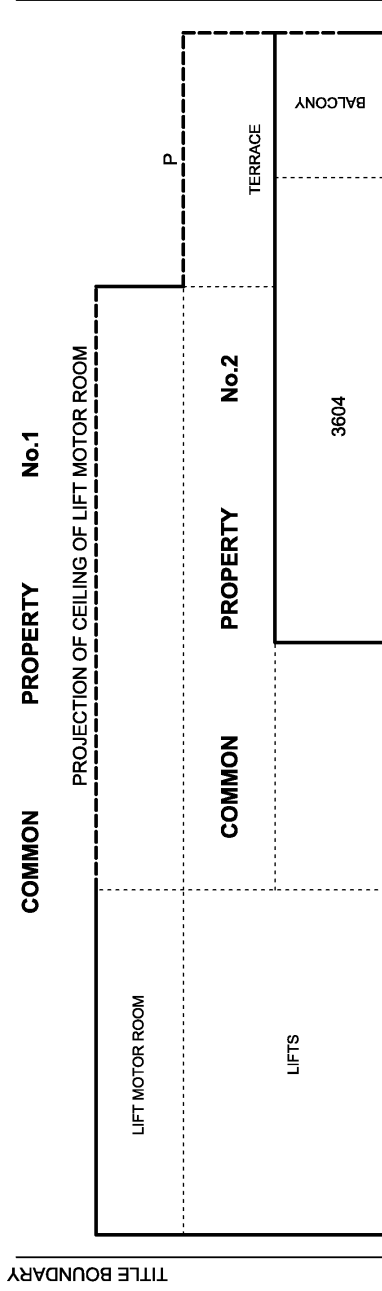
P=PROJECTION OF CEILING OF THE RELEVANT LOT

PLAN NUMBER

PS 723377T

CROSS SECTION B-B

NOT TO SCALE

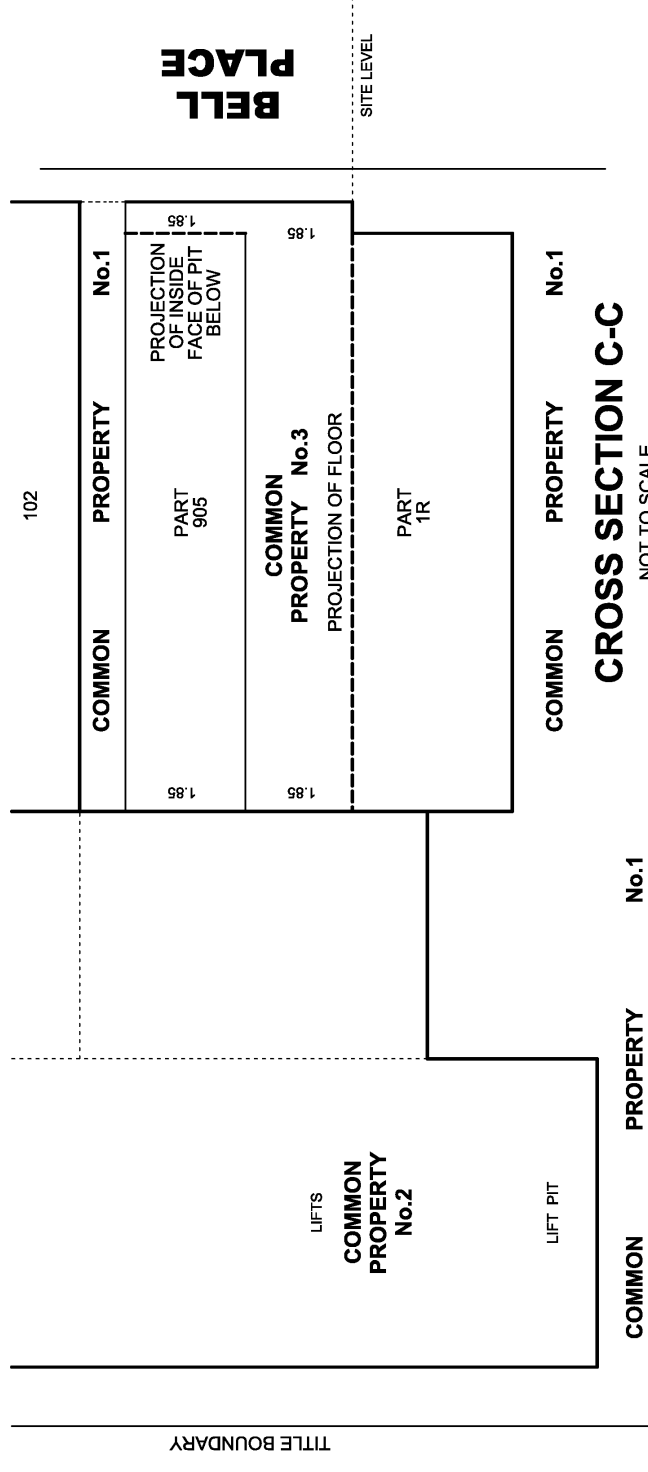


TOPMOST LEVEL
DIAGRAM 40 SHEET 41

LEVEL THIRTY-SIX
DIAGRAM 39 SHEET 40

CROSS SECTION C-C

NOT TO SCALE



MEZZANINE LEVEL
DIAGRAM 3 SHEET 4

GROUND LEVEL
DIAGRAM 1 SHEET 3

LOWER GROUND LEVEL
DIAGRAM 2 SHEET 4

REF: **21747/PS** VERSION: **K** DATE: 24/10/16
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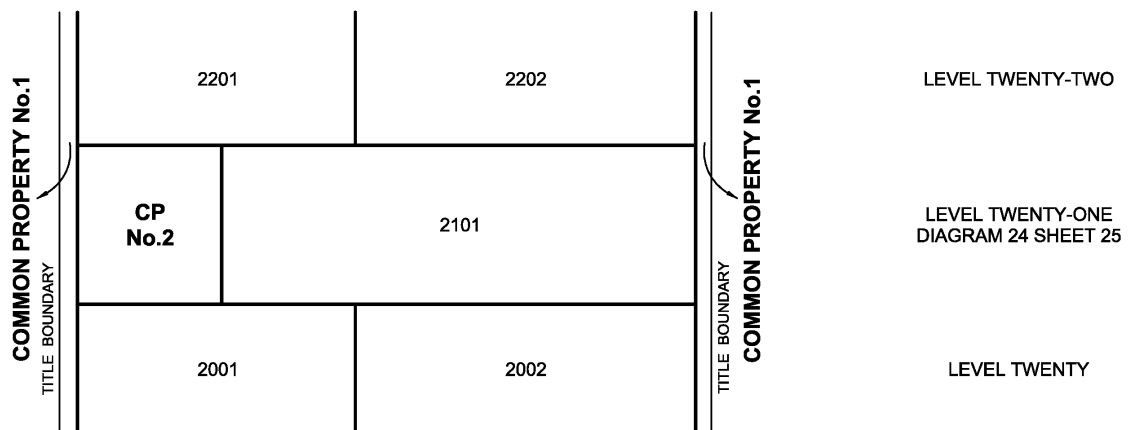
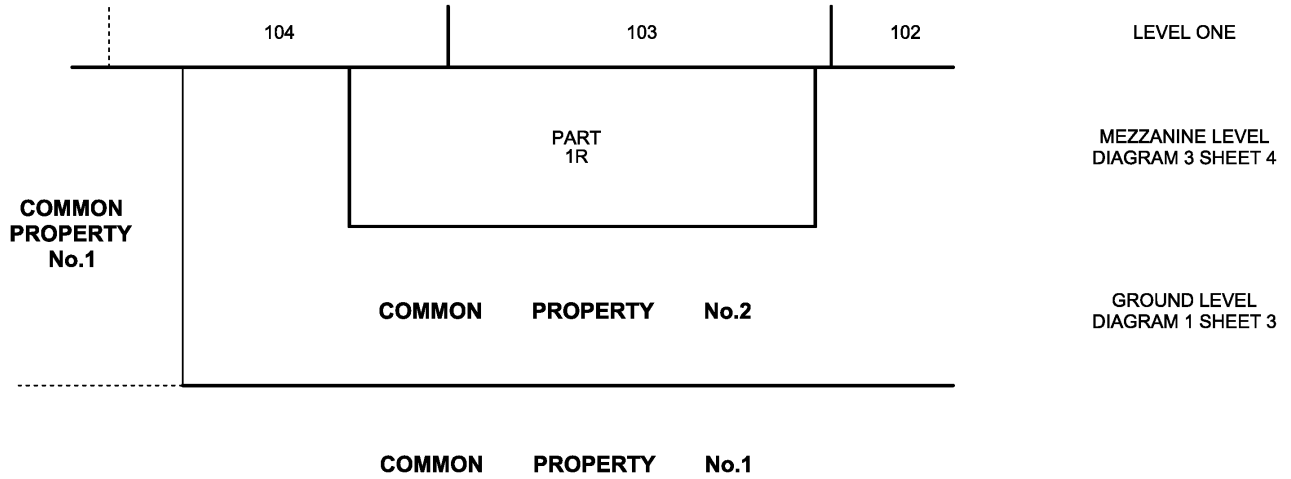
SHEET 45

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CROSS SECTION D-D

NOT TO SCALE

PLAN NUMBER
PS 723377T



CROSS SECTION F-F

NOT TO SCALE

REF: 21747/PS	VERSION: K	DATE: 24/10/16 PS-K - LRS.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 46
REEDS Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au			Digitally signed by: Alan Norman (Reeds Consulting Pty Ltd), Surveyor's Plan Version (Version K), 24/10/2016 Amended: 01/12/2016		
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Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS723377T

The land in PS723377T is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 1R, 101 - 105, 201 - 207, 301 - 307, 401 - 407, 501 - 507, 601 - 607, 701 - 707, 801 - 807, 901 - 906, 1001 - 1006, 1101 - 1106, 1201 - 1206, 1301 - 1306, 1401 - 1406, 1501 - 1506, 1601 - 1606, 1701 - 1706, 1801 - 1806, 1901 - 1906, 2001 - 2006, 2101 - 2105, 2201 - 2206, 2301 - 2306, 2401 - 2406, 2501 - 2506, 2601 - 2606, 2701 - 2706, 2801 - 2806, 2901 - 2906, 3001 - 3006, 3101 - 3106, 3201 - 3206, 3301 - 3306, 3401 - 3406, 3501 - 3506, 3601 - 3606.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MELBOURNE OWNERS CORPORATION SERVICES 76 WATTLE ROAD HAWTHORN VIC 3122

OC032938E 01/12/2016

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. OC032941R 01/12/2016

Additional Owners Corporation Information:

OC032938E 01/12/2016

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Lot 1R	64	64
Lot 101	12	12



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OWNERS CORPORATION 1
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 102	12	12
Lot 103	10	10
Lot 104	12	12
Lot 105	12	12
Lot 201	10	10
Lot 202	14	14
Lot 203	12	12
Lot 204	12	12
Lot 205	10	10
Lot 206	12	12
Lot 207	12	12
Lot 301	10	10
Lot 302	14	14
Lot 303	12	12
Lot 304	12	12
Lot 305	10	10
Lot 306	12	12
Lot 307	12	12
Lot 401	10	10
Lot 402	14	14
Lot 403	12	12
Lot 404	12	12
Lot 405	10	10
Lot 406	12	12
Lot 407	12	12
Lot 501	10	10
Lot 502	14	14
Lot 503	12	12
Lot 504	12	12



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OWNERS CORPORATION 1
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 505	10	10
Lot 506	10	10
Lot 507	10	10
Lot 601	10	10
Lot 602	14	14
Lot 603	12	12
Lot 604	12	12
Lot 605	10	10
Lot 606	10	10
Lot 607	10	10
Lot 701	10	10
Lot 702	14	14
Lot 703	12	12
Lot 704	12	12
Lot 705	10	10
Lot 706	10	10
Lot 707	10	10
Lot 801	10	10
Lot 802	14	14
Lot 803	12	12
Lot 804	12	12
Lot 805	10	10
Lot 806	10	10
Lot 807	10	10
Lot 901	10	10
Lot 902	14	14
Lot 903	12	12
Lot 904	12	12
Lot 905	26	26



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OWNERS CORPORATION 1
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 906	10	10
Lot 1001	10	10
Lot 1002	14	14
Lot 1003	12	12
Lot 1004	12	12
Lot 1005	14	14
Lot 1006	10	10
Lot 1101	10	10
Lot 1102	14	14
Lot 1103	12	12
Lot 1104	12	12
Lot 1105	14	14
Lot 1106	10	10
Lot 1201	10	10
Lot 1202	14	14
Lot 1203	12	12
Lot 1204	12	12
Lot 1205	14	14
Lot 1206	10	10
Lot 1301	10	10
Lot 1302	14	14
Lot 1303	12	12
Lot 1304	12	12
Lot 1305	14	14
Lot 1306	10	10
Lot 1401	10	10
Lot 1402	14	14
Lot 1403	12	12
Lot 1404	12	12



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OWNERS CORPORATION 1
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1405	14	14
Lot 1406	10	10
Lot 1501	10	10
Lot 1502	14	14
Lot 1503	12	12
Lot 1504	12	12
Lot 1505	14	14
Lot 1506	10	10
Lot 1601	10	10
Lot 1602	14	14
Lot 1603	12	12
Lot 1604	12	12
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Lot 1606	10	10
Lot 1701	10	10
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Lot 1802	14	14
Lot 1803	12	12
Lot 1804	12	12
Lot 1805	14	14
Lot 1806	10	10
Lot 1901	10	10
Lot 1902	14	14
Lot 1903	12	12



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OWNERS CORPORATION 1
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1904	12	12
Lot 1905	14	14
Lot 1906	10	10
Lot 2001	10	10
Lot 2002	14	14
Lot 2003	12	12
Lot 2004	12	12
Lot 2005	14	14
Lot 2006	10	10
Lot 2101	16	16
Lot 2102	16	16
Lot 2103	12	12
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Lot 2105	10	10
Lot 2201	10	10
Lot 2202	14	14
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Lot 2204	12	12
Lot 2205	14	14
Lot 2206	10	10
Lot 2301	10	10
Lot 2302	14	14
Lot 2303	12	12
Lot 2304	12	12
Lot 2305	14	14
Lot 2306	10	10
Lot 2401	10	10
Lot 2402	14	14
Lot 2403	12	12



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OWNERS CORPORATION 1
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2404	12	12
Lot 2405	14	14
Lot 2406	10	10
Lot 2501	10	10
Lot 2502	14	14
Lot 2503	12	12
Lot 2504	12	12
Lot 2505	14	14
Lot 2506	10	10
Lot 2601	10	10
Lot 2602	14	14
Lot 2603	12	12
Lot 2604	12	12
Lot 2605	14	14
Lot 2606	10	10
Lot 2701	10	10
Lot 2702	14	14
Lot 2703	12	12
Lot 2704	12	12
Lot 2705	14	14
Lot 2706	10	10
Lot 2801	10	10
Lot 2802	14	14
Lot 2803	12	12
Lot 2804	12	12
Lot 2805	14	14
Lot 2806	10	10
Lot 2901	10	10
Lot 2902	14	14



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OWNERS CORPORATION 1
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2903	12	12
Lot 2904	12	12
Lot 2905	14	14
Lot 2906	10	10
Lot 3001	10	10
Lot 3002	14	14
Lot 3003	12	12
Lot 3004	12	12
Lot 3005	14	14
Lot 3006	10	10
Lot 3101	10	10
Lot 3102	14	14
Lot 3103	12	12
Lot 3104	12	12
Lot 3105	14	14
Lot 3106	10	10
Lot 3201	10	10
Lot 3202	14	14
Lot 3203	12	12
Lot 3204	12	12
Lot 3205	14	14
Lot 3206	10	10
Lot 3301	10	10
Lot 3302	14	14
Lot 3303	12	12
Lot 3304	12	12
Lot 3305	14	14
Lot 3306	10	10
Lot 3401	10	10



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OWNERS CORPORATION 1
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3402	14	14
Lot 3403	12	12
Lot 3404	12	12
Lot 3405	14	14
Lot 3406	10	10
Lot 3501	10	10
Lot 3502	14	14
Lot 3503	12	12
Lot 3504	12	12
Lot 3505	14	14
Lot 3506	10	10
Lot 3601	10	10
Lot 3602	14	14
Lot 3603	12	12
Lot 3604	12	12
Lot 3605	14	14
Lot 3606	10	10
Total	2704.00	2704.00

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.



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OWNERS CORPORATION 3
PLAN NO. PS723377T

The land in PS723377T is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 1R, 905.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

MELBOURNE OWNERS CORPORATION SERVICES 76 WATTLE ROAD HAWTHORN VIC 3122

OC032940T 01/12/2016

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. OC032943M 01/12/2016

Additional Owners Corporation Information:

OC032940T 01/12/2016

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 1R	12	12
Lot 905	12	12
Total	24.00	24.00

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.



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS723377T

Statement End.



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS723377T

The land in PS723377T is affected by 3 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 101 - 105, 201 - 207, 301 - 307, 401 - 407, 501 - 507, 601 - 607, 701 - 707, 801 - 807, 901 - 906, 1001 - 1006, 1101 - 1106, 1201 - 1206, 1301 - 1306, 1401 - 1406, 1501 - 1506, 1601 - 1606, 1701 - 1706, 1801 - 1806, 1901 - 1906, 2001 - 2006, 2101 - 2105, 2201 - 2206, 2301 - 2306, 2401 - 2406, 2501 - 2506, 2601 - 2606, 2701 - 2706, 2801 - 2806, 2901 - 2906, 3001 - 3006, 3101 - 3106, 3201 - 3206, 3301 - 3306, 3401 - 3406, 3501 - 3506, 3601 - 3606.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

MELBOURNE OWNERS CORPORATION SERVICES 76 WATTLE ROAD HAWTHORN VIC 3122

OC032939C 01/12/2016

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. OC032942P 01/12/2016

Additional Owners Corporation Information:

OC032939C 01/12/2016

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	12	12
Lot 102	12	12
Lot 103	10	10
Lot 104	12	12



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 105	12	12
Lot 201	10	10
Lot 202	14	14
Lot 203	12	12
Lot 204	12	12
Lot 205	10	10
Lot 206	12	12
Lot 207	12	12
Lot 301	10	10
Lot 302	14	14
Lot 303	12	12
Lot 304	12	12
Lot 305	10	10
Lot 306	12	12
Lot 307	12	12
Lot 401	10	10
Lot 402	14	14
Lot 403	12	12
Lot 404	12	12
Lot 405	10	10
Lot 406	12	12
Lot 407	12	12
Lot 501	10	10
Lot 502	14	14
Lot 503	12	12
Lot 504	12	12
Lot 505	10	10
Lot 506	10	10
Lot 507	10	10



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OWNERS CORPORATION 2
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 601	10	10
Lot 602	14	14
Lot 603	12	12
Lot 604	12	12
Lot 605	10	10
Lot 606	10	10
Lot 607	10	10
Lot 701	10	10
Lot 702	14	14
Lot 703	12	12
Lot 704	12	12
Lot 705	10	10
Lot 706	10	10
Lot 707	10	10
Lot 801	10	10
Lot 802	14	14
Lot 803	12	12
Lot 804	12	12
Lot 805	10	10
Lot 806	10	10
Lot 807	10	10
Lot 901	10	10
Lot 902	14	14
Lot 903	12	12
Lot 904	12	12
Lot 905	14	14
Lot 906	10	10
Lot 1001	10	10
Lot 1002	14	14



Department of Transport and Planning

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OWNERS CORPORATION 2
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1003	12	12
Lot 1004	12	12
Lot 1005	14	14
Lot 1006	10	10
Lot 1101	10	10
Lot 1102	14	14
Lot 1103	12	12
Lot 1104	12	12
Lot 1105	14	14
Lot 1106	10	10
Lot 1201	10	10
Lot 1202	14	14
Lot 1203	12	12
Lot 1204	12	12
Lot 1205	14	14
Lot 1206	10	10
Lot 1301	10	10
Lot 1302	14	14
Lot 1303	12	12
Lot 1304	12	12
Lot 1305	14	14
Lot 1306	10	10
Lot 1401	10	10
Lot 1402	14	14
Lot 1403	12	12
Lot 1404	12	12
Lot 1405	14	14
Lot 1406	10	10
Lot 1501	10	10



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OWNERS CORPORATION 2
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1502	14	14
Lot 1503	12	12
Lot 1504	12	12
Lot 1505	14	14
Lot 1506	10	10
Lot 1601	10	10
Lot 1602	14	14
Lot 1603	12	12
Lot 1604	12	12
Lot 1605	14	14
Lot 1606	10	10
Lot 1701	10	10
Lot 1702	14	14
Lot 1703	12	12
Lot 1704	12	12
Lot 1705	14	14
Lot 1706	10	10
Lot 1801	10	10
Lot 1802	14	14
Lot 1803	12	12
Lot 1804	12	12
Lot 1805	14	14
Lot 1806	10	10
Lot 1901	10	10
Lot 1902	14	14
Lot 1903	12	12
Lot 1904	12	12
Lot 1905	14	14
Lot 1906	10	10



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OWNERS CORPORATION 2
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2001	10	10
Lot 2002	14	14
Lot 2003	12	12
Lot 2004	12	12
Lot 2005	14	14
Lot 2006	10	10
Lot 2101	16	16
Lot 2102	16	16
Lot 2103	12	12
Lot 2104	14	14
Lot 2105	10	10
Lot 2201	10	10
Lot 2202	14	14
Lot 2203	12	12
Lot 2204	12	12
Lot 2205	14	14
Lot 2206	10	10
Lot 2301	10	10
Lot 2302	14	14
Lot 2303	12	12
Lot 2304	12	12
Lot 2305	14	14
Lot 2306	10	10
Lot 2401	10	10
Lot 2402	14	14
Lot 2403	12	12
Lot 2404	12	12
Lot 2405	14	14
Lot 2406	10	10



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OWNERS CORPORATION 2
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2501	10	10
Lot 2502	14	14
Lot 2503	12	12
Lot 2504	12	12
Lot 2505	14	14
Lot 2506	10	10
Lot 2601	10	10
Lot 2602	14	14
Lot 2603	12	12
Lot 2604	12	12
Lot 2605	14	14
Lot 2606	10	10
Lot 2701	10	10
Lot 2702	14	14
Lot 2703	12	12
Lot 2704	12	12
Lot 2705	14	14
Lot 2706	10	10
Lot 2801	10	10
Lot 2802	14	14
Lot 2803	12	12
Lot 2804	12	12
Lot 2805	14	14
Lot 2806	10	10
Lot 2901	10	10
Lot 2902	14	14
Lot 2903	12	12
Lot 2904	12	12
Lot 2905	14	14



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OWNERS CORPORATION 2
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2906	10	10
Lot 3001	10	10
Lot 3002	14	14
Lot 3003	12	12
Lot 3004	12	12
Lot 3005	14	14
Lot 3006	10	10
Lot 3101	10	10
Lot 3102	14	14
Lot 3103	12	12
Lot 3104	12	12
Lot 3105	14	14
Lot 3106	10	10
Lot 3201	10	10
Lot 3202	14	14
Lot 3203	12	12
Lot 3204	12	12
Lot 3205	14	14
Lot 3206	10	10
Lot 3301	10	10
Lot 3302	14	14
Lot 3303	12	12
Lot 3304	12	12
Lot 3305	14	14
Lot 3306	10	10
Lot 3401	10	10
Lot 3402	14	14
Lot 3403	12	12
Lot 3404	12	12



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OWNERS CORPORATION 2
PLAN NO. PS723377T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3405	14	14
Lot 3406	10	10
Lot 3501	10	10
Lot 3502	14	14
Lot 3503	12	12
Lot 3504	12	12
Lot 3505	14	14
Lot 3506	10	10
Lot 3601	10	10
Lot 3602	14	14
Lot 3603	12	12
Lot 3604	12	12
Lot 3605	14	14
Lot 3606	10	10
Total	2628.00	2628.00

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.

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018

**Owners Corporation 1 on Plan of Subdivision No. PS723377T
36 Latrobe Street, Melbourne, VIC 3000**

This certificate is issued for: Owners Corporation 1 Plan No. PS723377T
Lot 2904/36 La Trobe Street, Melbourne VIC 3000

This postal address is: 2904/36 La Trobe Street, Melbourne VIC 3000

Applicant for certificate: InfoTrack on behalf of Fast Settle Pty Ltd

Delivery address for certificate: Via email: ownerscorp@infotrack.com.au

IMPORTANT:

The information in this certificate is issued on 16/03/2026. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au. A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees for the financial year 01/01/25 to 31/12/25 for the above lot are **\$2,180.36** payable quarterly in advance.

Levy Description	Admin Fund	Maintenance Fund	Total Amount Due	Due Date	Status
Quarterly Levy 01/01/25 to 31/03/25	\$516.24	\$28.85	\$545.09	01/01/25	Paid
Quarterly Levy 01/04/25 to 30/06/25	\$516.24	\$28.85	\$545.09	01/04/25	Paid
Quarterly Levy 01/07/25 to 30/09/25	\$516.24	\$28.85	\$545.09	01/07/25	Paid
Quarterly Levy 01/10/25 to 31/12/25	\$516.24	\$28.85	\$545.09	01/10/25	Paid
Quarterly Levy 01/01/26 to 31/03/26	\$516.24	\$28.85	\$545.09	01/01/26	Paid
Quarterly Levy 01/04/26 to 30/06/26	\$516.24	\$28.85	\$545.09	01/04/26	Unpaid

IMPORTANT NOTE:

Please note that the fees noted above are for financial period 01/01/25 to 31/12/25. The budget and levy contributions for the new financial period commencing 01/01/26 have not yet been resolved at an AGM. The quarterly levies noted above may be adjusted depending on the new budget/fees approved at the next AGM.

- (b) **The date up to which the fees for the lot have been paid:**
31/03/26
- (c) **The total of any unpaid fees or charges for the lot is:**
Nil.
- (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?**
None known to the Manager as at the date of this certificate.
- (f) **The Owners Corporation presently has the following insurance cover:**
A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.
- (g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.
- (h) **The total funds held by the Owners Corporation as at 31/12/2025 are:**
A copy of the balance sheet is attached to this Owners Corporation Certificate.
- (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?**
None known to the Manager as at the date of this certificate.
- (j) **Are there any current contracts, leases, licenses or agreements affecting the common property?**
The following contracts, leases, licenses and agreements were resolved/entered into. Please refer to attached copy of the AGM Minutes. Copies of all executed documents are available to inspect by contacting the Owners Corporation Manager via email to info@mocs.com.au.
- An agreement has been entered into with OC Energy to own and operate an electrical embedded network at the property for the supply of electricity to residents and the common property.
 - An agreement has been entered into with NeoGrid to provide and operate a central water heating system and associated billing and the supply of unmetered cooker gas to all residents.

- A lease has been entered into City Power Pty in relation to an indoor substation on the common property and access to the substation over the common property for a term of 30 years.
- A lease has been entered into with '36 La Trobe Street Pty Ltd' to provide office and storage in Level 1 for a term of 99 years.
- Fire Indicator Panel Monitoring Agreement with ADT Fire Monitoring for the provision of fire alarm monitoring services and equipment.
- Leon's Property Maintenance & Care Pty Ltd for provision of cleaning services.
- Asset Building Management Pty Ltd for provision of building management services.
- Essential Services Agreement with Thermal Fire Protection for the provision of fire and mechanical ventilation services.
- Automated Doors Service Agreement with Record Automatic Doors for the provision of the auto doors maintenance services.

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

- (1) Refer to item (j) – Electrical Embedded Network – operated by OC Energy
- (2) Refer to item (j) – Central Water Heating System and Cooker Gas – operated by NeoGrid
- (3) Refer to item (j) – Fire Indicator Panel Monitoring Agreement – monitored by ADT Fire Monitoring
- (4) Refer to item (j) – Cleaning Services – provided by Leon's Property Maintenance & Care
- (5) Refer to item (j) – Building Management Services – provided by Asset Building Management Pty Ltd
- (6) Refer to item (j) – Essential Services Agreement – maintained by Thermal Fire Protection
- (7) Refer to item (j) – Automated Doors Service Agreement – maintained by Record Automatic Doors

(l) Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?

None known to the Manager as at the date of this certificate.

(m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?

- The Owners Corporation has obtained preliminary legal advice and is in the process of issuing a legal letter of demand to the essential safety measure contractor following liability that led to a flooding incident in 2020.
- The Owners Corporation has obtained preliminary legal advice and is in the process of issuing a legal letter of demand to the Builder of a nearby building following concrete sprayed on the building façade in 2019.

(n) Has the Owners Corporation appointed, or resolved to appoint, a manager?

The appointed Owners Corporation Manager is:

Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)

PO Box 2228, Hawthorn, VIC 3122

Phone: 03 9818 2488

Email: info@mocs.com.au

(o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?

The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.

(p) Documents required to be attached to the Owners Corporation Certificate are:

- A copy of the Minutes of the Annual General Meeting;
- A copy of the Certificate of Currency;
- A copy of the Owners Corporation 1 Rules;
- A copy of the OC1 Balance Sheet;
- 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 below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 16/03/2026



On behalf of Owners Corporation 1 on Plan of Subdivision No. 723377T

Jeslin Lim

Melbourne Owners Corporation Services Pty Ltd

PO Box 2228, HAWTHORN, VIC 3122

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

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Balance Sheet

As at 31/12/2025

PS723377T-OC1

The Trillium - 1, 36 La Trobe St, MELBOURNE VIC
 3000

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	39,747.57
Owners Equity--Admin	141,591.66
	<u>181,339.23</u>
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	10,475.86
Owners Equity--Maintenance	93,269.92
	<u>103,745.78</u>
Net owners' funds	<u><u>\$285,085.01</u></u>

Represented by:

Assets

Administrative Fund	
Cash at bank--Admin	219,916.14
Prepaid Expenses--Admin	1,731.57
Receivable--Levies--Admin	3,418.07
Receivable--Owners--Admin	809.87
Macquarie TD - Admin Fund 1	55,853.72
	<u>281,729.37</u>
Maintenance Fund	
Cash at bank--Maintenance	30,569.96
Receivable--Levies--Maintenance	191.02
Receivable--Owners--Maintenance	1.32
Macquarie TD - Maintenance Fund 1	78,195.20
	<u>108,957.50</u>
Unallocated Money	
Cash at bank--Unallocated	5,330.09
	<u>5,330.09</u>
Total assets	<u>396,016.96</u>

Less liabilities

Administrative Fund	
Accrued Expenses--Admin	14,046.13
Creditor--GST--Admin	(4,367.60)
Prepaid Levies--Admin	90,711.61
	<u>100,390.14</u>
Maintenance Fund	
Creditor--GST--Maintenance	142.30
Prepaid Levies--Maintenance	5,069.42
	<u>5,211.72</u>
Unallocated Money	
Prepaid Levies--Unallocated	5,330.09

	Current period
	5,330.09
<i>Total liabilities</i>	110,931.95
Net assets	\$285,085.01



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0046604
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	07/02/2026 to 07/05/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 723377T
Situation	36-40 LA TROBE STREET MELBOURNE VIC 3000

Sections

Section 1 – Insured Property

Building: \$74,912,229
Common Area Contents: \$125,198
Loss of Rent & Temporary Accommodation (total payable): \$11,236,834
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: \$11,236,834
Extended Cover - Loss of Rent & Temporary Accommodation: \$1,685,525
Escalation in Cost of Temporary Accommodation: \$561,841
Cost of Removal, Storage and Evacuation: \$561,841
Machinery Breakdown: \$100,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$20,000,000

Section 3 – Voluntary Workers

Death: \$300,000
Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – 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



Flood Cover is included.

Date Printed

06/02/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION NO. 1, 2 & 3 ON PLAN NO. PS723377T
The Trillium, 36 La Trobe St, MELBOURNE VIC 3000

DATE, PLACE & TIME OF MEETING:	An Annual General Meeting of the Owners Corporation was held on: Date: Wednesday, 3 rd July 2024 Time: 5:00 PM Venue: Zoom Video Conference
--------------------------------	---

1. QUORUM

OWNERS CORPORATION 1:

Present:

Lot 2206 Henry Ardila
Lot 2603 Gale English
Lot 2706 Geordie Mitchell
Lot 3404 Mandy Wu

Proxies:

Lot 1R WLIN8 Pty Ltd in favour of Honsyono Wangsa
Lot 304 ELIN1 Pty Ltd in favour of Honsyono Wangsa
Lot 902 Meng Lee Tan in favour of Lam Fong Yen

As there was no quorum, the meeting proceeded but all resolutions were deemed interim resolutions. Interim resolutions become resolutions of the Owners Corporation on the 29th day following the meeting, subject to no Special General Meeting being convened within the 28-day period.

OWNERS CORPORATION 2:

Present:

Lot 2206 Henry Ardila
Lot 2603 Gale English
Lot 2706 Geordie Mitchell
Lot 3404 Mandy Wu

Proxies:

Lot 304 ELIN1 Pty Ltd in favour of Honsyono Wangsa
Lot 902 Meng Lee Tan in favour of Lam Fong Yen

As there was no quorum, the meeting proceeded but all resolutions were

deemed interim resolutions. Interim resolutions become resolutions of the Owners Corporation on the 29th day following the meeting, subject to no Special General Meeting being convened within the 28-day period.

OWNERS CORPORATION 3:

Proxies:

Lot 1R WLIN8 Pty Ltd in favour of Honsyono Wangsa

As 1 of the 2 lots were represented either in person or by proxy, a quorum was declared, therefore all decisions of the meeting would become final decisions of the Owners Corporation.

In Attendance

Ivan Guo – Owners Corporation Manager – MOCS

Jun Lai– Assistant Owners Corporation Manager – MOCS

Richard Tan – Building Manager - AssetBM

2. CHAIRPERSON:

It was resolved:

To appoint Ivan Guo to chair the meeting.

3. MINUTES:

It was resolved:

Owners Corporation 1

That the minutes of the previous Annual General Meeting for Owners Corporation No. 1 held on 21/06/2023 as attached to the Notice of Meeting be tabled and accepted.

Owners Corporation 2

That the minutes of the previous Annual General Meeting for Owners Corporation No. 2 held on 21/06/2023 as attached to the Notice of Meeting be tabled and accepted.

Owners Corporation 3

That the minutes of the previous Annual General Meeting for Owners Corporation No. 3 held on 21/06/2023 as attached to the Notice of Meeting be tabled and accepted.

4. INSURANCE:

It was resolved:

- That the insurance policy certificate of currency as attached to the Notice of Meeting be tabled and accepted.
- To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.

- That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property and that the Owners Corporation is negligent, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.

It was noted:

- The insurance policy is based on the valuation dated 31/07/2018.
- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

5. REPORTS:

It was resolved:

To accept the following reports:

- a) Manager's Report
- b) Complaints/Dispute Resolution Report

6. AUDITOR:

It was resolved:

Owners Corporation 1

- a) To accept the Owners Corporation No. 1 auditor's report on the financial statements for the period 01/01/2023 to 31/12/2023 as attached to the Notice of Meeting.
- b) To undertake an annual financial audit for the period ending 31/12/2024.

Owners Corporation 2

- c) To accept the Owners Corporation No. 2 auditor's report on the financial statements for the period 01/01/2023 to 31/12/2023 as attached to the Notice of Meeting.
- d) To undertake an annual financial audit for the period ending 31/12/2024.

7. FINANCIAL REPORTS: It was resolved:

a) Owners Corporation 1

That the audited Owners Corporation No. 1 financial statements for the period 01/01/2023 to 31/12/2023 as attached to the Notice of Meeting be tabled and accepted.

b) Owners Corporation 2

That the audited Owners Corporation No. 2 financial statements for the period 01/01/2023 to 31/12/2023 as attached to the Notice of Meeting be tabled and accepted.

c) Owners Corporation 3

That the Owners Corporation No. 3 financial statements for the period 01/01/2023 to 31/12/2023 as attached to the Notice of Meeting be tabled and accepted.

**8. BUDGET &
CONTRIBUTIONS:**

It was resolved:

Owners Corporation 1

a) That the proposed Owners Corporation No. 1 Administration Fund Budget for the period 01/01/2024 to 31/12/2024, as attached to the Notice of Meeting be tabled and accepted.

b) That the Owners Corporation No. 1 Administration Fund contribution be set at \$423,000.00 plus GST per annum to commence on the 01/01/2024.

c) That the proposed Owners Corporation No. 1 Maintenance Fund Budget for the period 01/01/2024 to 31/12/2024, as attached to the Notice of Meeting be tabled and adopted.

d) That the Owners Corporation No. 1 Maintenance Fund contribution be set at \$23,640.00 plus GST per annum to commence on the 01/01/2024.

e) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 1 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January, 1st April, 1st July and 1st October of each year.

f) That an adjustment levy totaling \$18,375.00 plus GST be struck and levied on a Unit of Lot Liability basis to collect the increase in the Owners Corporation No. 1 Administrative & Maintenance Fund levy contributions for the period 01/01/2024 to

30/09/2024. The adjustment levy is due and payable on 01/10/2024.

Owners Corporation 2

- g) That the proposed Owners Corporation No. 2 Administration Fund Budget for the period 01/01/2024 to 31/12/2024, as attached to the Notice of Meeting be tabled and accepted.
- h) That the Owners Corporation No. 2 Administration Fund contribution be set at \$260,724.00 plus GST per annum to commence on the 01/01/2024.
- i) That the proposed Owners Corporation No. 2 Maintenance Fund Budget for the period 01/01/2024 to 31/12/2024, as attached to the Notice of Meeting be tabled and adopted.
- j) That the Owners Corporation No. 2 Maintenance Fund contribution be set at \$40,000.00 plus GST per annum to commence on the 01/01/2024.
- k) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 2 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January, 1st April, 1st July and 1st October of each year.

Owners Corporation 3

- l) That the proposed Owners Corporation No.3 Administration Fund Budget for the period 01/01/2024 to 31/12/2024, as attached to the Notice of Meeting be tabled and accepted.
- m) That the Owners Corporation No.3 Administration Fund contribution be set at \$3,690.00 plus GST per annum to commence on the 01/01/2024.
- n) That the proposed Owners Corporation No. 3 Maintenance Fund Budget for the period 01/01/2024 to 31/12/2024, as attached be tabled and adopted.
- o) That the Owners Corporation No.3 Maintenance Fund contribution be set at \$1,705.00 plus GST per annum to commence on the 01/01/2024.
- p) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 3 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January 1st April, 1st July and 1st October of each year.

9. ARREARS & PENALTY INTERESTS: It was resolved:

- a) That Owners Corporation 1, 2 & 3 on Plan No. PS723377T continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
- b) That Owners Corporation 1, 2 & 3 on Plan No. PS723377T engages the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.
- c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
- d) That Owners Corporation 1, 2 & 3 on Plan No. PS723377T delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to \$10.00. All other amounts require approval from the Committee.

It was noted:

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

10. APPOINTMENT OF COMMITTEE: It was resolved:

Owners Corporation 1

- a) That the following persons be elected to the Committee for Owners Corporation No. 1 on Plan No. PS723377T.

Lot 304 Honsyono Wangsa

Lot 2206 Henry Ardila

Lot 2603 Gale English

- b) That Honsyono Wangsa (Lot 304) be elected as Chairperson of Owners Corporation No. 1 on Plan No. PS723377T.
- c) That not to elect a Secretary for Owners Corporation No. 1 on Plan No. PS723377T.
- d) That at least three members of the Committee be members of the Grievance Committee as needed.

Owners Corporation 2

- e) That the following persons be elected to the Committee for Owners Corporation No. 2 on Plan No. PS723377T

Lot 304 Honsyono Wangsa

Lot 2206 Henry Ardila

Lot 2603 Gale English

- f) That Honsyono Wangsa (Lot 304) be elected as Chairperson of Owners Corporation No. 2 on Plan No. PS723377T.
- g) That not to be elect a Secretary for Owners Corporation No. 2 on Plan No. PS723377T.
- h) That at least three members of the Committee be members of the Grievance Committee as needed.

Owners Corporation 3

- i) That Honsyono Wangsa (Lot 1R) be elected as Chairperson of Owners Corporation No. 3 on Plan No. PS723377T.

11. DELEGATION OF POWERS:

It was resolved:

Owners Corporation 1

- a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation No. 1 Committee to ensure the efficient and effective operation of the Owners Corporation except the power or function that requires a unanimous resolution or a special resolution.

Owners Corporation 2

- b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation No. 2 Committee to ensure the efficient and effective

operation of the Owners Corporation except the power or function that requires a unanimous resolution or a special resolution.

Owners Corporation 3

- c) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation except the power or function that requires a unanimous resolution or a special resolution.
- d) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Melbourne Owners Corporation Services Pty Ltd, to carry out the functions and duties as set out in the Contract of Appointment.

12. ESSENTIAL SAFETY: It was noted: Each Member is reminded of their responsibility for the maintenance and reporting on essential service requirements including but not limited to balcony, balustrade, smoke detectors, sprinkler heads and the entry door within their lot if non-compliant to the appropriate Australian Standards.

13. GENERAL BUSINESS: a) Cleaning Standards

Concerns were raised regarding the adequacy of the cleaning standards. It was emphasized that the cleaning quality should meet the specified scope, both on weekdays and weekends.

It was resolved that the Manager to organize a site visit to address these concerns directly with the cleaner management team.

b) Front entrance door (Second)

It was noted that the front entrance door (second) is sometimes left open after use, which poses a security risk.

It was resolved that the OC Manager to send a circular to all residents, reminding everyone to ensure the entrance door is closed after use.

c) Rusting fire service pipes

The Manager provided an update on the deterioration of internal fire service pipes. Several fire contractors have attributed the issue to electrolysis, where stray electrical currents may cause internal deterioration of the pipes. This could be due to metal pipes being installed too close to electrical cables within the building.

It was resolved that the OC Manager will contact an electrician to conduct testing to confirm the cause of the issue.

- 14. CLOSE OF MEETING.** With no further business to discuss the meeting was declared closed at 5:45pm

Owners Corporation Notification of Making Rules

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

Lodged by

Name: Thomson Geer
Phone: 03 8080 3500
Address: Level 39, 525 Collins Street, Melbourne 3000
Reference: MK:3527429
Customer Code: 13557X

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

36 La Trobe Street Pty Ltd ACN 164 457 952 of 21 Melva Street, Bentleigh East 3165

Plan No.:
PS723377T

Owners Corporation No.:
1

Supplied with this notification is:

A copy of the proposed rules of the Owners Corporation

Date: 4 November 2016

Signature of Australian Legal
Practitioner within the meaning
of the *Legal Profession Act 2004*
for the applicant

MARK ANTHONY KEMP
of 525 Collins Street, Melbourne
being an Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

OC5

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THE BACK OF THIS FORM MUST NOT BE USED

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



**OWNERS CORPORATION NO 1
PS 723377T
38 LATROBE STREET
MELBOURNE
OWNERS CORPORATION RULES**

1. DEFINITIONS & INTERPRETATION

1.1. Definitions

In these Rules unless the context indicates a contrary intention:

"Act" means the Owners Corporations Act 2006;

"Building" means the buildings constructed on the Land at 38 La Trobe Street;

"Common Property" means common property on the Plan;

"Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

"Land" means the whole of the land described in the Plan;

"Lot" means a lot on the Plan;

"Manager" means the person or company for the time being appointed by the Owners Corporation as Owners Corporation manager or if no person is for the time being appointed, the secretary of the Owners Corporation;

"Owners Corporation" means owners corporation No.1 on the Plan;

"Plan" means plan of subdivision No. PS 723377T;

"Recreation Area" means the recreation area on the top floor of the Building;

"Rules" means these rules; and

"Security Key" means a key, magnetic card, remote control or other security device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property.

1.2. Interpretation

In these Rules unless the context indicates a contrary intention:

1.2.1. headings are for convenience only and will not affect interpretation;

1.2.2. words denoting any gender include all genders;

1.2.3. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency;

1.2.4. a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

1.2.5. a reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and includes any amendment, consolidation, modification or re-enactment thereof or any replacement legislation;

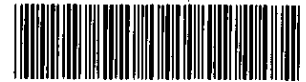
1.2.6. a reference to an Owners Corporation includes any elected committee of the Owners Corporation; and

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1.2.7. a reference to a corporation means and includes its liquidators, receivers, administrators and controllers.

The obligations and restrictions set out in these Rules will be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these Rules in respect of the person or persons to whom they are given.

2. BEHAVIOUR

- 2.1. An owner or occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another Lot or to any person lawfully using Common Property.
- 2.2. An owner or occupier of a Lot must not:
 - 2.2.1. create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using Common Property; or
 - 2.2.2. obstruct the lawful use of Common Property by any person.
- 2.3. An owner or occupier of a Lot must not permit persons under his or her control to consume alcohol on Common Property, including the recreation area on the top floor.
- 2.4. An owner or occupier of a Lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies onto or in Common Property.
- 2.5. An owner or occupier of a Lot must not permit any persons under the age of 16 and under the control of that owner or occupier to play on any part of the Common Property or, unless accompanied by an adult to remain on any part of the Common Property comprising a car parking area or other area of possible danger or hazard to children.
- 2.6. An owner or occupier of a Lot must not permit any persons under the control of that person to use on the Common Property any skateboards, bikes, scooters, roller skates or roller blades or any other similar device.
- 2.7. An owner or occupier of a Lot must not smoke in the stairwells, lifts, foyers, car park, lobbies, loading docks, areas set aside for plant and storage forming part of the Common Property or such other parts of the Common Property as the Owners Corporation or the Manager may designate from time to time.

3. SERVICES

- 3.1. Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, an owner or occupier of a Lot must not do anything or permit anything to be done, in relation to its Lot or the Common Property so that:
 - 3.1.1. the structural integrity of any part of the Common Property is impaired; or
 - 3.1.2. the provision of services through its Lot or the Common Property is interfered with; or
 - 3.1.3. any support or shelter provided by its lot or the Common Property for any other Lot or the the Common Property is interfered with.
- 3.2. The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed, and the sweeping of rubbish or other unsuitable substances must not be deposited in them.
- 3.3. Any costs or expenses resulting from any damage or blockage or repairs will be on demand paid by the owner or occupier which has caused the damage or blockage.

4. INTERFERENCE

- 4.1. An owner or occupier of a Lot must not, without the written authority of the Owners Corporation or the Manager,

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interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the Common Property.

- 4.2. An owner or occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use & not damaged.
- 4.3. An owner or occupier of a Lot must not interfere with the operation of any emergency exit door, including taking measures to prevent the door closing and must not use emergency exit doors unless escaping from the building in a case of emergency.
- 4.4. An owner or occupier of a Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing its Lot without the prior written consent of the Owners Corporation.
- 4.5. An owner or occupier of a Lot must not enter any plant room, switchboard or other meter area without the consent of the Owners Corporation.
- 4.6. An owner or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing its Lot without the prior written consent of the Owners Corporation.

5. DAMAGE

- 5.1. An owner or occupier of a lot shall not mark, paint or otherwise damage or deface any part of the Common Property.
- 5.2. A proprietor or occupier must not breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the Owners Corporation's insurance policy.

6. DEFECTS

An owner or occupier of a lot must immediately notify the Owners Corporation or the Manager as soon as it becomes aware of any damage to or defect in the Common Property or any property of the Owners Corporation.

7. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

- 7.1. The Owners Corporation may take measures to ensure the security, and to preserve the safety of, the Common Property and the Lots from fire or other hazards and without limitation may:-
 - 7.1.1. close off any part of the Common Property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of any part of the Common Property;
 - 7.1.2. permit, to the exclusion of owners and occupiers, any designated part of the Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots; and
 - 7.1.3. restrict by means of key or other security device the access of the owners or occupiers of one level of the Lots to any other level of Lots.
- 7.2. An owner and occupier of a Lot must comply with any actions taken by the Owners Corporation in accordance with these Rules.

8. FIRE

- 8.1. An owner or occupier of a Lot must comply with all statutory and other requirements, including those of the Owners Corporation, relating to fire & fire safety in respect of its Lot.
- 8.2. An owner or occupier of a Lot must not use, interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

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- 8.3. An owner or occupier of a Lot must ensure that all smoke detectors installed in its Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.
- 8.4. If an owner or occupier of a Lot causes the fire alarm to be activated without a fire, the fire brigade fee for attendance will be charged to that owner or occupier.

9. STORAGE OF DANGEROUS GOODS

An owner or occupier of a Lot must not:

- 9.1. except with the prior written consent of the Owners Corporation and at its own risk, use or store on its Lot or the Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle; or
- 9.2. do or permit anything which may invalidate or suspend any insurance policy affected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

10. INSURANCE

An owner or occupier of a Lot must not permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation.

11. SECURITY & SECURITY KEYS, PROXIMITY CARDS & REMOTE CONTROLS

- 11.1. An owner or occupier of a Lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the Common Property or any person in or about the Common Property.
- 11.2. The Owners Corporation will charge a fee as a security deposit for security keys, proximity cards & remote controls required by a proprietor or occupier (Security Key).
- 11.3. The Owners Corporation will charge a fee to supply additional Security key – the amount of the fee will be determined by the Owners Corporation from time-to-time.
- 11.4. An owner of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of its Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or license of its Lot to the occupier to ensure the return of the Security Key to the owner or the Owners Corporation when the Security Key is no longer required.
- 11.5. An owner or occupier of a Lot in possession of a Security Key must not without the prior written consent of the Owners Corporation duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the owner or the Owners Corporation.
- 11.6. An owner or occupier of a Lot must promptly notify the Owners Corporation if a Security Key is lost, stolen or destroyed. All costs incurred with maintaining security caused by such loss must be paid by the owner including re-programming, re-keying or re-coding.

12. CLEANING

- 12.1. An owner or occupier of a Lot must keep its Lot clean and in good repair.
- 12.2. An owner or occupier of a Lot must ensure its car parking space(s) and nearby Common Property are free of oil and like substances.
- 12.3. The Owners Corporation reserves the right to clean any Common Property car space which is stained by oil, petrol or a like substance by a vehicle from a Lot and charge that owner or occupier for the cost. The Owners Corporation will give fourteen (14) days' notice of its intention to do such cleaning.

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13. BLINDS & AWNINGS

- 13.1. An owner or occupier of a Lot must maintain any window coverings and awnings in a clean, neat and tidy state at all times.
- 13.2. The blinds must be a Holland or roller blind, with a white backing. No other colour is permitted to be displayed.

14. APPEARANCE

Without limiting any other of these Rules, an owner or occupier of a Lot must not;

- 14.1. without prior written consent of the Owners Corporation maintain inside its Lot anything visible from outside its Lot that when viewed from outside its Lot is not in keeping with the rest of the Building;
- 14.2. install bars, screens or grilles or other safety devices to the exterior of any windows or doors of its Lot without the prior written consent of the Owners Corporation;
- 14.3. operate or permit to be operated on its Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Building;
- 14.4. install or operate any intruder alarm which emits an audible signal;
- 14.5. place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the Common Property;
- 14.6. allow any glazed portions of its lot or the Common Property that surrounds its Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
- 14.7. without the prior written consent of the Owners Corporation install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus;
- 14.8. without prior written consent of the Owners Corporation replace any soft floor coverings with hard surfaces or leave any floor surface bare of floor covering, which may affect the acoustic rating of the floor level and create undue noise to adjoining owners or occupiers.
- 14.9. install any air conditioning unit in its Lot other than in a place nominated by the Owners Corporation;
- 14.10. install any pipes, wiring, cables or the like to the external face of the Building;
- 14.11. place any washing, towel, clothesline, clotheshorse, clothes airer or other article so as to be visible from the Common Property or outside the Building;
- 14.12. hang curtains or blinds visible from outside its Lot unless the back of the curtains or blinds is one solid colour, preferably white, grey or cream in colour; or
- 14.13. construct or erect any sheds, kennels, spas or hot tubs, synthetic grass, screen or structures of any nature or description on any terrace or balcony or other items which may be of a weight that may adversely affect the terrace or balcony.

15. PAINTING AND EXTERNAL SURFACES APPEARANCE

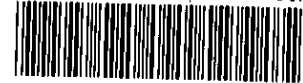
- 15.1 An owner or occupier of a Lot must not in any way paint, finish or otherwise alter the external façade of its Lot, the Building or any improvement forming part of the Common Property.
- 15.2 The Owners Corporation will have sole control of the repairs, maintenance, painting, etc. of all external surfaces of all Lots, Common Property and the outside of the Building and must act to ensure that all surfaces are well maintained.
- 15.3 If the cost of maintenance undertaken by the Owners Corporation is attributable to a particular Lot, the owner of that Lot will be levied that cost.

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16. RUBBISH

16.1. An owner or occupier of a Lot must not:

16.1.1. deposit garbage, recyclable material or waste (**refuse**) in any other receptacle or any other part of the Common Property except in the receptacles as designated by Owners Corporation for that purpose and in accordance with the directions of the Owners Corporation;

16.1.2. throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, down the staircase or from the terraces or balconies; or

16.1.3. leave or fail to clean up any refuse which is dropped or spilled on the Common Property or fail to notify the Owners Corporation if refuse is spilled or dropped.

16.2. An owner or occupier of a Lot must dispose of garbage or waste in a manner that does not adversely affect the health, hygiene or comfort of other owners or occupiers.

16.3. Guidelines regarding rubbish, chute and bin use may be determined and varied at any time by the Owners Corporation or the Manager.

16.4. All waste disposed of via the rubbish chutes, other than the items referred to Rule 16.5 should be contained in tied plastic bags.

16.5. Glass, paper, cans and bottles are to be disposed directly into the recycling chute and are not to be placed into any bags.

16.6. Cardboard boxes or cartons are to be flattened and disposed directly in the garbage room.

16.7. If the rubbish chute(s) become blocked and the Owners Corporation is able to identify the responsible owner or occupier, the the cost to reinstate the chute(s) may be recovered from that owner or occupier.

16.8. Items that must not be disposed of via either the rubbish chute include cigarette butts, ignition sources or fluids, items weighing over 3 kg, items which may block the chute, and items with a volume greater than 35cm and any other items which the Owners Corporation or Manager may prescribe from time to time pursuant to the guidelines.

16.9. All items which cannot be disposed of via the rubbish chute (subject to observing these rules and guidelines) may be disposed of in the bins within any garbage room.

16.10. Flammable items or any other hazardous materials or hard rubbish (for example, glass, brick, crockery, appliances or similar) are not to be disposed of through the rubbish chutes or in any garbage room. An owner or occupier is responsible for the disposal of flammable items, hazardous materials, hard rubbish or large items, and must make private arrangements for disposal of these items at their own cost.

17. VEHICLES, BICYCLES, TRAILERS AND MOTOR CYCLES

17.1. An owner or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto the Common Property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the Common Property after due notice has been served.

17.2. An owner or occupier of a Lot must not permit any bicycle to be brought into its Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation or the Manager for such purpose and fitted with bicycle racks from time to time.

17.3. An owner or occupier of a Lot must not permit any bicycle to be stored other than in the areas (if any) of the Common Property that may be designated by the Owners Corporation or the Manager for such purpose and fitted with bicycle racks from time to time.

18. CAR STACKER

18.1. An owner or occupier of a Lot with a car stacker space (Car Stacker) must:

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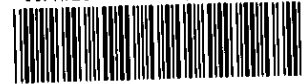
- 18.1.1. keep the Car Stacker clean and tidy;
- 18.1.2. take out and maintain suitable insurance for the Car Stacker including against damage and destruction;
- 18.1.3. ensure that the Car Stacker is operated in accordance with its design and associated manuals and specifications;
- 18.1.4. comply with any rules, requirements or directions about any security device which activates or operates the Car Stacker; and
- 18.1.5. not delegate, assign or sublet any of its rights under this to anyone other than the owner or occupier of a Car Stacker.
- 18.2. The Owners Corporation will arrange the maintenance, repair and replacement of the Car Stackers for owners and occupiers with Car Stackers in accordance with the following:
 - 18.2.1. an owner or occupier with a Car Stacker acknowledges and agrees that the Owners Corporation may (acting reasonably) appoint a contractor or repairer of its choice to carry out maintenance works on the Car Stacker;
 - 18.2.2. an owner or occupier with a Car Stacker must permit the Owners Corporation (or its authorised contractor or repairer) to access the Car Stacker for maintenance;
 - 18.2.3. to give effect to Rules (a) and (b), an owner or occupier with a Car Stacker must:
 - 18.2.3.1. ensure that its vehicle is promptly removed from the Car Stacker when requested by the Owners Corporation or its authorised contractor or repairer for any scheduled, unexpected or emergency maintenance of the Car Stacker;
 - 18.2.3.2. promptly report back to the Owners Corporation any damage, malfunction or failure of the Car Stacker to operate; and
 - 18.2.3.3. comply with the reasonable directions of the Owners Corporation from time to time.
 - 18.2.4. The costs of maintaining the Car Stackers (Car Stacker Costs) will be calculated by dividing the aggregate amount of the following costs by the number of Car Stackers;
 - 18.2.4.1. such reasonable costs that the Owners Corporation estimates it will incur during the forthcoming year for maintenance of the Car Stackers; and
 - 18.2.4.2. a contribution to a sinking fund for the eventual replacement of the Car Stackers at the end of their economic or practical life (if resolved at a meeting of the Owners Corporation).
 - 18.2.5. An owner with a Car Stacker must pay the Car Stacker Costs at the same intervals as other Owners Corporation fees payable by the owner, or as otherwise demanded by the Owners Corporation.
 - 18.2.6. Each owner or occupier with a Car Stacker must not:
 - 18.2.6.1. use the Car Stacker for the parking of vehicles which do not meet the Car Stacker manufacturer's specifications, the requirements of the Owners Corporation and any rules of use imposed by the Owners Corporation (acting reasonably) from time to time;
 - 18.2.6.2. allow or permit any person to use the Car Stacker space who is not an owner or occupier of its Lot; or
 - 18.2.6.3. allow or permit any person to use the Car Stacker if they have not undertaken an induction and training course on the Car Stacker's use, if so required by the Owners Corporation.

19. COMPLIANCE

- 19.1. An owner or occupier of a Lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these Rules and in default take all reasonable steps to ensure that their invitees leave the Building.

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- 19.2. An owner or occupier of a Lot must at the owner's or occupier's own expense promptly comply with all laws relating to its Lot including, without limitation, any requirements, notices and orders of any Governmental Agency.
- 19.3. An owner or occupier of a Lot must not use its Lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.
- 19.4. An owner or occupier of a Lot must on demand compensate the Owners Corporation in full in respect of any damage to the Common Property or property of the Owners Corporation caused by that owner or occupier or their respective tenants, licensees or invitees. An owner or occupier of a Lot in breach of this Rule is responsible for all costs incurred by the Owners Corporation as a result of the breach.
- 19.5. Any breach of a Rule or regulation will entitle the Owners Corporation to impose such fine or penalty as it deems appropriate from time to time as is advised to owners and occupiers.
- 19.6. The Owners Corporation will in addition to any legal proceeding be able to charge penalty interest of 2% per annum above that rate for the time being fixed under the Penalty Interest Rates Act 1993 on outstanding money.

20. INTERFERENCE

An owner or occupier of a Lot must not use any part of the Common Property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.

21. BUILDING AND CONSTRUCTION

An owner or occupier of a Lot must not undertake any building works within or about or relating to its Lot without the prior written consent of the Owners Corporation .

22. SIGNAGE

An Owner must not and must ensure that an occupier of its Lot does not allow to be displayed any placard, advertisement or sign on the Common Property or its Lot so that it is visible from outside its Lot without the prior written consent of the Owners Corporation which can be granted on such terms and conditions as the Owners Corporation deems appropriate provided that this Rule does not prohibit:

- 22.1. an owner or occupier of any Retail Lots from displaying any placard, advertisement or sign on designated areas of the Common Property or its Lot relating to the business operated from its Lots; and
- 22.2. the Developer from displaying any placards, advertisements or signs on the Common Property or any part of a Lot for the sale or lease of Lots or any part of Lots of which the Developer is an owner.

23. EXCLUSIVE USE SERVICES

- 23.1. Despite any other Rule an owner or occupier of a Lot with an air-conditioning/heating unit exclusively servicing its Lot is entitled to the exclusive use and enjoyment of the associated pipes, wires, cables and ducts to the air-conditioning/heating unit on the following conditions:
 - 23.1.1. the owner or occupier is responsible for the running costs, maintenance and repair of its air-conditioning/heating unit and the associated pipes, wires, cables and ducts to that air-conditioning/heating unit and for the renewal or replacement of its air-conditioning/heating unit and the associated pipes, wires, cables and ducts to the that air-conditioning/heating unit as and when necessary; and
 - 23.1.2. the owner or occupier indemnifies the Owners' Corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this Rule or the owner's or occupiers use of its air-conditioning/heating unit and the associated pipes, wires, cables and ducts to the that air-conditioning/heating unit; and
 - 23.1.3. the Owners' Corporation may notify an owner in writing that the Owners Corporation intends until further notice to be responsible for maintaining the air-conditioning/heating unit and the associated pipes, wires,

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cables and ducts to its air-conditioning/heating unit and keeping it in a state of good and serviceable repair subject to the following conditions which replace place paragraph 23.1.1 for the time being:

23.1.4. the Owner must reimburse the Owners' Corporation for costs incurred by the Owners' Corporation under this Rule; and

23.1.5. where the owners or occupiers of two or more Lots are liable under this Rule to pay any money to the Owners' Corporation or any other person then that money must be paid proportionately on the basis of each respective unit's entitlement as contained in the Plan.

24. ANIMALS

24.1 An owner or occupier of a Lot must not have an animal(s) within its Lot and the Common Property without written medical reasons.

24.1 An owner or occupier of a Lot must ensure that any animal belonging to it does not vomit, urinate or defecate on the Common Property and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal.

24.2 An owner or occupier of a Lot must:

24.2.1 obtain prior written consent of the Owners Corporation to have any animals within its Lot;

24.2.2 comply with the Domestic Animals Act 1984 (Vic);

24.2.3 ensure that any animal belonging to it is restrained and kept on a lead/leash or carried in a cage whilst on the Common Property and is not on the Common Property for longer than is reasonably necessary;

24.2.4 take all steps necessary to ensure that any animal belonging to it control does not cause a nuisance (including bringing that animal indoors to minimise noise); and

24.2.5 not keep any animal on the Common Property or balcony/terrace of its Lot after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance.

24.3 To minimise pet noise, an owner or occupier of a Lot must not leave any animal belonging to it on the balcony of its Lot either overnight or whilst the owner or occupier is away from its Lot.

24.4 An owner or occupier of a Lot must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints caused by any animal belonging to it. Any such cost is to be paid to the Owners Corporation within 28 days of receiving the respective invoice.

24.5 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to Owners and Occupiers or to the Common Property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

24.6 An owner or occupier of a Lot who is keeping an animal that is subject of a notice under Rule 24.5 and 24.6 must remove that animal permanently from its Lot.

24.7 Rules 24.5 and 24.6 do not apply to an animal that assists a person with an impairment or disability.

24.8 An owner or occupier of a Retail Lot must ensure that its customers, staff and visitors comply with this Rule. An owner or occupier of a Retail Lot will be responsible for any breach of this Rule by its staff, customers or visitors

25 MOVING INTO OR VACATING THE PROPERTY

25.1 An owner or occupier of a Lot intending to move furniture in or out of its Lot must not do so without:

25.1.1 notifying the Manager at least 72 hours prior to the proposed move and without receiving approval from the

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Manager for the day and time of the proposed move (the time for moving must be between 7.30 am and 4.00 pm); and

25.1.2 paying the fee set by the Owners Corporation (from time to time), which fee represents the approximate cost to be incurred by the Owners Corporation for the supervision of such a move. At all times the owner of a Lot is responsible for any damage caused by himself and/or his occupier when they move into or out of the Building and any such damage is not covered under the moving fee.

25.2 An owner or occupier of a Lot moving furniture in or out of its Lot at any time must not:

25.2.1 permit any carriers or trades people to commence operations prior to authorisation being given by the Manager;

25.2.2 permit any furniture or items to access or exit the building other than in the manner advised in writing to the Owners Corporation;

25.2.3 permit any vehicles to restrict access to the car park;

25.2.4 conduct operations so as to unduly restrict access of other owners or occupier to the lifts or lobbies or restrict access to fire escapes by jamming open doors, etc., or by other means;

25.2.5 place any furniture or items in a lift other than that specified by the move supervisor and, in any event, not until protective covers have been placed in the lift by the move supervisor;

25.2.6 permit any furniture or other items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door; and

25.2.7 damage the Common Property.

25.3 An owner or occupier of a Lot moving in or out of the building will be liable to the Owners Corporation for any damage caused to the Building in doing so.

25.4 An owner or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through the Common Property in accordance with the directions of the Manager.

25.5 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the owner or occupier of a Lot will inspect the Common Property through which such article is to be moved to establish its state of repair. The owner or occupier of a Lot will be liable for any damage caused to the Common Property arising from the movement of the article.

26 LICENSE FOR STORAGE LOCKERS

26.1 An owner of a Lot must apply to the Manager for a license (License) for access to a storage locker in the Building (Storage Locker).

26.2 The License will allow for the Storage Locker to be transferred to a new owner or occupier of the relevant Lot, providing the Manager is advised of the change in the ownership and that the owner or occupier has provided written acknowledgement that they have been made aware of the conditions of use for the Storage Locker.

26.3 An owner or occupier of a Lot must not install a separate Storage Locker to that already provided without the prior written consent of the Owners Corporation, which consent may be refused or granted on certain conditions by the Owners Corporation in its absolute discretion.

26.4 The Owner's Corporation accepts no liability for the loss, damage, etc., of any item stored by individuals in the Storage Locker provided.

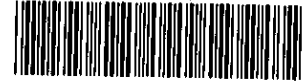
26.5 If it is suspected that a Storage Locker contains items that contravene Model Rule 1.2, the locker will be accessed by a person authorized by the Owners Corporation after notice is given to the owner or occupier of the intention to inspect the Storage Locker, and the dangerous items removed without prior notification to the owner or occupier.

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27 BUSINESS

An owner or occupier of a Lot must not use its Lot or the Common Property for any trade or business nor permit other to do so unless:

- 27.1 the prior written consent of the Owners Corporation has been obtained;
- 27.2 the trade or business can be carried on and is carried on without causing undue nuisance to the owners and occupiers of other Lots;
- 27.3 any requirements in respect of the trade or business stipulated by any Governmental Agency from time to time are complied with;
- 27.4 the planning scheme governing the use of its Lot permits the trade or business to be carried on from its Lot; and
- 27.5 approval has been obtained from the relevant Governmental Agency for such use.

28 MAIL, NEWSPAPER DELIVERIES AND LETTER BOXES

- 28.1 An owner or occupier of a Lot must not affix any "NO JUNK MAIL" signs or words to like effect on or near to its letterbox unless it is in a form approved by the Owners Corporation.
- 28.2 An owner or occupier of a Lot must not fail to clear and keep clear on each and every day any mail receiving box and / or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should an owner or occupier be absent for any reason whatsoever for any period exceeding forty eight (48) hours, notwithstanding that this requirement may be waived entirely by the Owners Corporation provided that any such waiver is obtained from the Manager in writing not less than seven (7) days prior to the date or dates for which the waiver is required.
- 28.3 An owner or occupier of a Lot must not have any newspaper delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed to by the Manager, in a designated area.

29 ALARMS IN LOTS

An owner or occupier of a Lot must not install an audible security alarm in its Lot. All security alarms must be connected to a monitored service.

30 OWNERS CORPORATION CONSENT

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that an owner or occupier of a Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

31 COMPLAINTS AND COMMUNICATIONS

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

32 MAINTENANCE OF GARDENS

Any garden areas must only be used as gardens and must be maintained in a proper, tidy & healthy condition and if any tree or shrub is removed it is to be replaced with like tree or shrub within 14 days or any other time frame as notified by the Owners Corporation.

33 USE OF THE RECREATION AREA

An owner or occupier of a Lot and their visitors must ensure that they leave the Recreation Area in a neat & tidy state and report any damage or other matter requiring urgent attention to the Manager without undue delay.

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34 LEASE OF AN OFFICE ON THE TOP FLOOR

The Owners Corporation has granted a lease of an office on the Top Floor to "36 La Trobe Street Pty Ltd" and any subsequent party which assumes the responsibility of "36 La Trobe Street Pty Ltd".

35 GREASE TRAP

35.1 An owner or occupier of a Lot must not connect to or use a grease trap except in accordance with these Rules.

35.2 An owner or occupier of a Lot must:

35.2.1 provide the Owners Corporation with a copy of any requisite approval of the relevant water authority, including all conditions of approval, drawing and specification;

35.2.2 obtain the prior written consent of the Owners Corporation, which consent may be subject to conditions about the method of connection to the grease trap and how the grease trap is to be cleaned and maintained, including the frequency of cleaning and maintenance;

35.2.3 enter into all necessary arrangements and contracts for cleaning and pump out in compliance with the requirements of the relevant water authority and Governmental Agency; and

35.2.4 ensure that all connections to the grease trap and pump out design is such that the designated pump out location will be from the external of the Building, with no vehicle permitted to pump out, or carry pumping equipment through the basement, car park, or any area within the Common Property, other than the designated pump out pipework put in place within the construction of the Building.

35.3 After connection an owner or occupier of a Lot must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.

35.4 In using a grease trap, an owner or occupier of a Lot must:

35.4.1 comply with the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor; and

35.4.2 only use the grease trap for its intended purpose as a grease trap and not for any other plumbing purpose.

35.5 An owner or occupier of a Lot served by a particular grease trap must keep the grease trap and any connection to it:

35.5.1 properly and adequately maintained in a state of good and serviceable repair;

35.5.2 adequately clean and free of vermin; and

35.5.3 regularly pumped out and cleaned in accordance and compliance with all conditions of use and the requirements of the Owners Corporation and any relevant Governmental Agency.

35.6 An owner or the occupier of a Lot served by a particular grease trap will be responsible for all costs associated with the grease trap as well as any additional requirements that the Owners Corporation resolves appropriate to ensure minimal disruption to the other owners, occupiers or visitors.

35.7 The Owners Corporation by its servants and agents will be entitled to have access to the grease trap and connections to the grease traps on reasonable notice to owner or the occupier of a relevant Lot to inspect such areas or for any other purpose permitted under these Rules.

36 RETAIL LOT

36.1 An owner or occupier of a Retail Lot must not except with the prior written consent of the Owners Corporation and at its own risk, use or store on its Retail Lot or the Common Property any flammable chemical, liquid, gas or other flammable material other than cleaning chemicals or liquids for normal and lawful purposes.

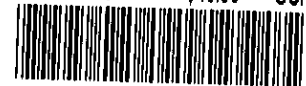
36.2 An owner or occupier of a Retail Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose.

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- 36.3 An owner or occupier of a Retail Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
- 36.3.1 recyclable items, including without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
 - 36.3.2 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
 - 36.3.3 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for those items by the Owners Corporation;
 - 36.3.4 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the Common Property, and
 - 36.3.5 ensure a minimum rubbish collection frequency of 2 days so as to ensure no build-up of waste and smells and to meet the cost of the related service.
- 36.4 An owner or occupier of Retail Lot must not use its Lot or the Common Property for any illegal or immoral trade or business nor permit others to do so.
- 36.5 An owner or occupier of a Retail Lot must not use its Retail Lot or the Common Property for any trade or business nor permit others to do so unless:
- 36.5.1 the trade or business can be carried on and is carried on without causing undue material nuisance to the owners or occupiers of other Lots;
 - 36.5.2 any requirements about the trade or business stipulated by any relevant Governmental Agency from time to time are complied with; and
 - 36.5.3 the planning scheme governing the use of its Retail Lot permits the trade or business to be carried on from that lot or a planning permit and all the relevant approvals have been issued by the appropriate authorities to the use.
- 36.6 The Owners Corporation grants access to, over, from and between the Common Property in the Owners Corporation to the other Owners Corporations in the Plan for access purposes and for servicing any plant and equipment in any area in the Development.
- 36.7 An owner or occupier of a Retail Lot when receiving a delivery must only receive it:
- 36.7.1 in a manner, in areas and during times determined by the Owners Corporation, subject to the requirements of any permit affecting the Building, to cause the least disruption and inconvenience to the owners or occupiers of other Lots;
 - 36.7.2 using a trolley with rubber wheels; and
 - 36.7.3 so that any trolley does not mark the floor of its Lot, Common Property or Building and makes minimal noise.
- 36.8 An owner or occupier of a Retail Lot must obtain the prior written consent of the Owners Corporation before any heavy articles are brought into its Lot, the Common Property or the Building.
- 36.9 An owner or occupier of a Retail Lot must appoint an employee or agent of the owner or occupier to act as a warden of its Retail Lot and must accept safety instructions about fire and other emergencies.
- 36.10 An owner or occupier of a Retail Lot must ensure that at all time the noise emanating from its Retail Lot must comply with the State Environment Protection Policy N-1 (Noise from commerce industry and trade).

37 SURVEILLANCE CAMERAS

- 37.1 The Owners Corporation reserves all rights to view any security video or photographs taken in or around the Building and, if offenders are identified from that video or still photographs, to provide such evidence to police to aid in

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prosecution.

- 37.2 The Owners Corporation reserves all rights to recover from the relevant owner or occupier of a Lot, the costs for any repairs or replacement for damaged or stolen Common Property fixtures or fittings and all costs to view and retrieve such footage whereas the visitors of the owner or occupier of a Lot have been identified on the surveillance equipment as responsible.

38 PENALTY INTEREST

- 38.1 Owners Corporation fees, reimbursements and the like are due and payable on the due date as specified on the fee notice.

- 38.2 The Manager is authorized to charge interest on any amount outstanding after the due date at the penalty interest rate as prescribed under the Penalty Interest Rates Act 1983 or as amended.

[The current Penalty Interest Rate appears in "The Age" newspaper each Monday under the Law List.]

39 OWNERS CORPORATION ACCESS TO LOTS

- 39.1 Except in the case of an emergency (in which case no notice is required), upon seven (7) days' notice in writing the Owners Corporation, the Manager and its agents and contractors will be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment therein (at the expense of the owner in cases where such leakage or defect is due to any act or default of the owner or occupier or their invitees). The Owners Corporation or the Manager, in exercising this power must ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of a Lot as is reasonable in the circumstances.
- 39.2 An owner or occupier of a Lot must immediately, in the case of an emergency or otherwise on seven (7) days' notice, provide unconditional access to its Lot for the purposes of repairs and maintenance of the Building.
- 39.3 An owner or occupier of a Lot is responsible for regularly cleaning the internal and external windows that form part of its Lot. Despite this, the Owners Corporation or Manager may, in the interests of maintaining high standards at any time engage a window cleaner to clean all or any of the external windows of the Building (whether part of a Lot or the Common Property). An owner or occupier of a Lot agrees to provide access to its Lot for this purpose.
- 39.4 If access is not provided pursuant to this Rule 39, on further written notice being provided, the Owners Corporation or Manager will be deemed to have been granted an irrevocable licence to access the owner; or occupier's Lot for the purposes of this Rule 39.

These rules may be amended or added to from time to time by the Owners Corporation.

END OF RULES

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018

**Owners Corporation 2 on Plan of Subdivision No. PS723377T
36 Latrobe Street, Melbourne, VIC 3000**

This certificate is issued for: Owners Corporation 2 Plan No. PS723377T
Lot 2904/36 La Trobe Street, Melbourne VIC 3000

This postal address is: 2904/36 La Trobe Street, Melbourne VIC 3000

Applicant for certificate: InfoTrack on behalf of Fast Settle Pty Ltd

Delivery address for certificate: Via email: ownerscorp@infotrack.com.au

IMPORTANT:

The information in this certificate is issued on 16/03/2026. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au. A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees for the financial year 01/01/25 to 31/12/25 for the above lot are **\$1,510.48** payable quarterly in advance.

Levy Description	Admin Fund	Maintenance Fund	Total Amount Due	Due Date	Status
Quarterly Levy 01/01/25 to 31/03/25	\$327.39	\$50.23	\$377.62	01/01/25	Paid
Quarterly Levy 01/04/25 to 30/06/25	\$327.39	\$50.23	\$377.62	01/04/25	Paid
Quarterly Levy 01/07/25 to 30/09/25	\$327.39	\$50.23	\$377.62	01/07/25	Paid
Quarterly Levy 01/10/25 to 31/12/25	\$327.39	\$50.23	\$377.62	01/10/25	Paid
Quarterly Levy 01/01/26 to 31/03/26	\$327.39	\$50.23	\$377.62	01/01/26	Paid
Quarterly Levy 01/04/26 to 30/06/26	\$327.39	\$50.23	\$377.62	01/04/26	Unpaid

IMPORTANT NOTE:

Please note that the fees noted above are for financial period 01/01/25 to 31/12/25. The budget and levy contributions for the new financial period commencing 01/01/26 have not yet been resolved at an AGM. The quarterly levies noted above may be adjusted depending on the new budget/fees approved at the next AGM.

- (b) The date up to which the fees for the lot have been paid:
31/03/26
- (c) The total of any unpaid fees or charges for the lot is:
Nil.
- (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?
None known to the Manager as at the date of this certificate.
- (f) The Owners Corporation presently has the following insurance cover:
A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.
- (g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.
- (h) The total funds held by the Owners Corporation as at 31/12/2025 are:
A copy of the balance sheet is attached to this Owners Corporation Certificate.
- (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?
None known to the Manager as at the date of this certificate.
- (j) Are there any current contracts, leases, licenses or agreements affecting the common property?
The following contracts, leases, licenses, and agreements were resolved/entered into. Please refer to attached copy of the AGM Minutes. Copies of all executed documents are available to inspect by contacting the Owners Corporation Manager via email to info@mocs.com.au.
- A lease has been entered into with '36 La Trobe Street Pty Ltd' to provide office and storage in Level 1 for a term of 99 years.
 - Leon's Property Maintenance & Care Pty Ltd for provision of cleaning services.
 - Asset Building Management Pty Ltd for provision of building management services.

- Essential Services Agreement with Thermal Fire Protection for the provision of fire and mechanical ventilation services.
- Automated Doors Service Agreement with Record Automatic Doors for the provision of the auto doors maintenance services.
- Food & Parcel Locker Agreement with Foodifox for the provision of food and parcel locker services.
- Lift Maintenance Agreement with TKE Elevators for the provision of lift maintenance services.

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

- (1) Refer to item (j) – Cleaning Services – provided by Leon’s Property Maintenance & Care
- (2) Refer to item (j) – Building Management Services – provided by Asset Building Management Pty Ltd
- (3) Refer to item (j) – Essential Services Agreement – maintained by Thermal Fire Protection
- (4) Refer to item (j) – Automated Doors Service Agreement – maintained by Record Automatic Doors
- (5) Refer to item (j) – Food & Parcel Locker Agreement – operated by Foodifox
- (6) Refer to item (j) – Lift Maintenance Agreement – maintained by TKE Elevators

(l) Are there any notices or orders served on the owner’s corporation in the last 12 months that have not been satisfied?

None known to the Manager as at the date of this certificate.

(m) Are there any legal proceedings to which the owner’s corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?

Refer to OC1 Owners Corporation Certificate.

(n) Has the Owners Corporation appointed, or resolved to appoint, a manager?

The appointed Owners Corporation Manager is:

Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)

PO Box 2228, Hawthorn, VIC 3122

Phone: 03 9818 2488

Email: info@mocs.com.au

(o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?

The Owners Corporation has not appointed or is seeking a proposal for the appointment of an administrator.

(p) Documents required to be attached to the Owners Corporation Certificate are:

- A copy of the Minutes of the Annual General Meeting;
- A copy of the Certificate of Currency;
- A copy of the Owners Corporation Rules;
- A copy of the OC2 Balance Sheet;
- 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 below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager’s knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 16/03/2026



On behalf of Owners Corporation 2 on Plan of Subdivision No. 723377T

Jeslin Lim

Melbourne Owners Corporation Services Pty Ltd

PO Box 2228, HAWTHORN, VIC 3122

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

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Balance Sheet

As at 31/12/2025

PS723377T-OC2

The Trillium - 2, 36 La Trobe St, MELBOURNE VIC
 3000

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	7,612.14
Owners Equity--Admin	192,935.92
	<u>200,548.06</u>
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	52,837.73
Owners Equity--Maintenance	330,355.37
	<u>383,193.10</u>
Net owners' funds	<u><u>\$583,741.16</u></u>

Represented by:

Assets

Administrative Fund	
Cash at bank--Admin	180,952.45
Receivable--Levies--Admin	2,058.14
Receivable--Owners--Admin	389.48
Macquarie TD - Admin Fund 1	78,195.20
	<u>261,595.27</u>
Maintenance Fund	
Cash at bank--Maintenance	224,121.30
Receivable--Levies--Maintenance	315.76
Macquarie TD - Maintenance Fund 1	167,561.17
	<u>391,998.23</u>
Unallocated Money	
Cash at bank--Unallocated	1,084.86
	<u>1,084.86</u>
Total assets	<u>654,678.36</u>

Less liabilities

Administrative Fund	
Accrued Expenses--Admin	9,708.44
Creditor--GST--Admin	(4,533.63)
Creditors--Other--Admin	(85.11)
Prepaid Levies--Admin	55,713.51
	<u>60,803.21</u>
Maintenance Fund	
Creditor--GST--Maintenance	257.31
Prepaid Levies--Maintenance	8,547.82
	<u>8,805.13</u>
Unallocated Money	
Prepaid Levies--Unallocated	1,084.86
	<u>1,084.86</u>

	Current period
Total liabilities	70,693.20
Net assets	\$583,985.16



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0046604
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	07/02/2026 to 07/05/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 723377T
Situation	36-40 LA TROBE STREET MELBOURNE VIC 3000

Sections

Section 1 – Insured Property

Building: \$74,912,229
Common Area Contents: \$125,198
Loss of Rent & Temporary Accommodation (total payable): \$11,236,834
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: \$11,236,834
Extended Cover - Loss of Rent & Temporary Accommodation: \$1,685,525
Escalation in Cost of Temporary Accommodation: \$561,841
Cost of Removal, Storage and Evacuation: \$561,841
Machinery Breakdown: \$100,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$20,000,000

Section 3 – Voluntary Workers

Death: \$300,000
Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – 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



Flood Cover is included.

Date Printed

06/02/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION NO. 1, 2 & 3 ON PLAN NO. PS723377T
The Trillium, 36 La Trobe St, MELBOURNE VIC 3000

DATE, PLACE & TIME OF MEETING:	An Annual General Meeting of the Owners Corporation was held on: Date: Wednesday, 3 rd July 2024 Time: 5:00 PM Venue: Zoom Video Conference
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1. QUORUM

OWNERS CORPORATION 1:

Present:

Lot 2206 Henry Ardila
Lot 2603 Gale English
Lot 2706 Geordie Mitchell
Lot 3404 Mandy Wu

Proxies:

Lot 1R WLIN8 Pty Ltd in favour of Honsyono Wangsa
Lot 304 ELIN1 Pty Ltd in favour of Honsyono Wangsa
Lot 902 Meng Lee Tan in favour of Lam Fong Yen

As there was no quorum, the meeting proceeded but all resolutions were deemed interim resolutions. Interim resolutions become resolutions of the Owners Corporation on the 29th day following the meeting, subject to no Special General Meeting being convened within the 28-day period.

OWNERS CORPORATION 2:

Present:

Lot 2206 Henry Ardila
Lot 2603 Gale English
Lot 2706 Geordie Mitchell
Lot 3404 Mandy Wu

Proxies:

Lot 304 ELIN1 Pty Ltd in favour of Honsyono Wangsa
Lot 902 Meng Lee Tan in favour of Lam Fong Yen

As there was no quorum, the meeting proceeded but all resolutions were

deemed interim resolutions. Interim resolutions become resolutions of the Owners Corporation on the 29th day following the meeting, subject to no Special General Meeting being convened within the 28-day period.

OWNERS CORPORATION 3:

Proxies:

Lot 1R WLIN8 Pty Ltd in favour of Honsyono Wangsa

As 1 of the 2 lots were represented either in person or by proxy, a quorum was declared, therefore all decisions of the meeting would become final decisions of the Owners Corporation.

In Attendance

Ivan Guo – Owners Corporation Manager – MOCS

Jun Lai– Assistant Owners Corporation Manager – MOCS

Richard Tan – Building Manager - AssetBM

2. CHAIRPERSON:

It was resolved:

To appoint Ivan Guo to chair the meeting.

3. MINUTES:

It was resolved:

Owners Corporation 1

That the minutes of the previous Annual General Meeting for Owners Corporation No. 1 held on 21/06/2023 as attached to the Notice of Meeting be tabled and accepted.

Owners Corporation 2

That the minutes of the previous Annual General Meeting for Owners Corporation No. 2 held on 21/06/2023 as attached to the Notice of Meeting be tabled and accepted.

Owners Corporation 3

That the minutes of the previous Annual General Meeting for Owners Corporation No. 3 held on 21/06/2023 as attached to the Notice of Meeting be tabled and accepted.

4. INSURANCE:

It was resolved:

- That the insurance policy certificate of currency as attached to the Notice of Meeting be tabled and accepted.
- To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.

- That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property and that the Owners Corporation is negligent, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.

It was noted:

- The insurance policy is based on the valuation dated 31/07/2018.
- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

5. REPORTS:

It was resolved:

To accept the following reports:

- a) Manager's Report
- b) Complaints/Dispute Resolution Report

6. AUDITOR:

It was resolved:

Owners Corporation 1

- a) To accept the Owners Corporation No. 1 auditor's report on the financial statements for the period 01/01/2023 to 31/12/2023 as attached to the Notice of Meeting.
- b) To undertake an annual financial audit for the period ending 31/12/2024.

Owners Corporation 2

- c) To accept the Owners Corporation No. 2 auditor's report on the financial statements for the period 01/01/2023 to 31/12/2023 as attached to the Notice of Meeting.
- d) To undertake an annual financial audit for the period ending 31/12/2024.

7. FINANCIAL REPORTS: It was resolved:

a) Owners Corporation 1

That the audited Owners Corporation No. 1 financial statements for the period 01/01/2023 to 31/12/2023 as attached to the Notice of Meeting be tabled and accepted.

b) Owners Corporation 2

That the audited Owners Corporation No. 2 financial statements for the period 01/01/2023 to 31/12/2023 as attached to the Notice of Meeting be tabled and accepted.

c) Owners Corporation 3

That the Owners Corporation No. 3 financial statements for the period 01/01/2023 to 31/12/2023 as attached to the Notice of Meeting be tabled and accepted.

**8. BUDGET &
CONTRIBUTIONS:**

It was resolved:

Owners Corporation 1

a) That the proposed Owners Corporation No. 1 Administration Fund Budget for the period 01/01/2024 to 31/12/2024, as attached to the Notice of Meeting be tabled and accepted.

b) That the Owners Corporation No. 1 Administration Fund contribution be set at \$423,000.00 plus GST per annum to commence on the 01/01/2024.

c) That the proposed Owners Corporation No. 1 Maintenance Fund Budget for the period 01/01/2024 to 31/12/2024, as attached to the Notice of Meeting be tabled and adopted.

d) That the Owners Corporation No. 1 Maintenance Fund contribution be set at \$23,640.00 plus GST per annum to commence on the 01/01/2024.

e) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 1 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January, 1st April, 1st July and 1st October of each year.

f) That an adjustment levy totaling \$18,375.00 plus GST be struck and levied on a Unit of Lot Liability basis to collect the increase in the Owners Corporation No. 1 Administrative & Maintenance Fund levy contributions for the period 01/01/2024 to

30/09/2024. The adjustment levy is due and payable on 01/10/2024.

Owners Corporation 2

- g) That the proposed Owners Corporation No. 2 Administration Fund Budget for the period 01/01/2024 to 31/12/2024, as attached to the Notice of Meeting be tabled and accepted.
- h) That the Owners Corporation No. 2 Administration Fund contribution be set at \$260,724.00 plus GST per annum to commence on the 01/01/2024.
- i) That the proposed Owners Corporation No. 2 Maintenance Fund Budget for the period 01/01/2024 to 31/12/2024, as attached to the Notice of Meeting be tabled and adopted.
- j) That the Owners Corporation No. 2 Maintenance Fund contribution be set at \$40,000.00 plus GST per annum to commence on the 01/01/2024.
- k) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 2 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January, 1st April, 1st July and 1st October of each year.

Owners Corporation 3

- l) That the proposed Owners Corporation No.3 Administration Fund Budget for the period 01/01/2024 to 31/12/2024, as attached to the Notice of Meeting be tabled and accepted.
- m) That the Owners Corporation No.3 Administration Fund contribution be set at \$3,690.00 plus GST per annum to commence on the 01/01/2024.
- n) That the proposed Owners Corporation No. 3 Maintenance Fund Budget for the period 01/01/2024 to 31/12/2024, as attached be tabled and adopted.
- o) That the Owners Corporation No.3 Maintenance Fund contribution be set at \$1,705.00 plus GST per annum to commence on the 01/01/2024.
- p) That the Administration Fund & Maintenance Fund contributions for Owners Corporation No. 3 be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st January 1st April, 1st July and 1st October of each year.

9. ARREARS & PENALTY INTERESTS: It was resolved:

- a) That Owners Corporation 1, 2 & 3 on Plan No. PS723377T continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
- b) That Owners Corporation 1, 2 & 3 on Plan No. PS723377T engages the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.
- c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
- d) That Owners Corporation 1, 2 & 3 on Plan No. PS723377T delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to \$10.00. All other amounts require approval from the Committee.

It was noted:

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

10. APPOINTMENT OF COMMITTEE: It was resolved:

Owners Corporation 1

- a) That the following persons be elected to the Committee for Owners Corporation No. 1 on Plan No. PS723377T.

Lot 304 Honsyono Wangsa

Lot 2206 Henry Ardila

Lot 2603 Gale English

- b) That Honsyono Wangsa (Lot 304) be elected as Chairperson of Owners Corporation No. 1 on Plan No. PS723377T.
- c) That not to elect a Secretary for Owners Corporation No. 1 on Plan No. PS723377T.
- d) That at least three members of the Committee be members of the Grievance Committee as needed.

Owners Corporation 2

- e) That the following persons be elected to the Committee for Owners Corporation No. 2 on Plan No. PS723377T

Lot 304 Honsyono Wangsa

Lot 2206 Henry Ardila

Lot 2603 Gale English

- f) That Honsyono Wangsa (Lot 304) be elected as Chairperson of Owners Corporation No. 2 on Plan No. PS723377T.
- g) That not to be elect a Secretary for Owners Corporation No. 2 on Plan No. PS723377T.
- h) That at least three members of the Committee be members of the Grievance Committee as needed.

Owners Corporation 3

- i) That Honsyono Wangsa (Lot 1R) be elected as Chairperson of Owners Corporation No. 3 on Plan No. PS723377T.

11. DELEGATION OF POWERS:

It was resolved:

Owners Corporation 1

- a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation No. 1 Committee to ensure the efficient and effective operation of the Owners Corporation except the power or function that requires a unanimous resolution or a special resolution.

Owners Corporation 2

- b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation No. 2 Committee to ensure the efficient and effective

operation of the Owners Corporation except the power or function that requires a unanimous resolution or a special resolution.

Owners Corporation 3

- c) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation except the power or function that requires a unanimous resolution or a special resolution.
- d) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Melbourne Owners Corporation Services Pty Ltd, to carry out the functions and duties as set out in the Contract of Appointment.

12. ESSENTIAL SAFETY: It was noted: Each Member is reminded of their responsibility for the maintenance and reporting on essential service requirements including but not limited to balcony, balustrade, smoke detectors, sprinkler heads and the entry door within their lot if non-compliant to the appropriate Australian Standards.

13. GENERAL BUSINESS: a) Cleaning Standards

Concerns were raised regarding the adequacy of the cleaning standards. It was emphasized that the cleaning quality should meet the specified scope, both on weekdays and weekends.

It was resolved that the Manager to organize a site visit to address these concerns directly with the cleaner management team.

b) Front entrance door (Second)

It was noted that the front entrance door (second) is sometimes left open after use, which poses a security risk.

It was resolved that the OC Manager to send a circular to all residents, reminding everyone to ensure the entrance door is closed after use.

c) Rusting fire service pipes

The Manager provided an update on the deterioration of internal fire service pipes. Several fire contractors have attributed the issue to electrolysis, where stray electrical currents may cause internal deterioration of the pipes. This could be due to metal pipes being installed too close to electrical cables within the building.

It was resolved that the OC Manager will contact an electrician to conduct testing to confirm the cause of the issue.

14. **CLOSE OF MEETING.** With no further business to discuss the meeting was declared closed at 5:45pm

Owners Corporation Notification of Making Rules

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

Lodged by

Name: Thomson Geer
Phone: 03 8080 3500
Address: Level 39, 525 Collins Street, Melbourne 3000
Reference: MK:3527429
Customer Code: 13557X

OC032942P

08/11/2016 \$46.30 OCR



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

36 La Trobe Street Pty Ltd ACN 164 457 952 of 21 Melva Street, Bentleigh East 3165

Plan No.:
PS723377T

Owners Corporation No.:
2

Supplied with this notification is:

A copy of the proposed rules of the Owners Corporation

Date: 4 November 2016

Signature of Australian Legal
Practitioner within the meaning
of the *Legal Profession Act 2004*
for the applicant

MARK ANTHONY KEMP
of 525 Collins Street, Melbourne
being an Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

OC5

Page 1 of 15

THE BACK OF THIS FORM MUST NOT BE USED

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

**OWNERS CORPORATION NO 2
PS 723377T
38 LATROBE STREET
MELBOURNE
OWNERS CORPORATION RULES**



1. DEFINITIONS & INTERPRETATION

1.1. Definitions

In these Rules unless the context indicates a contrary intention:

"Act" means the Owners Corporations Act 2006;

"Building" means the buildings constructed on the Land at 38 La Trobe Street;

"Common Property" means common property on the Plan;

"Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

"Land" means the whole of the land described in the Plan;

"Lot" means a lot on the Plan;

"Manager" means the person or company for the time being appointed by the Owners Corporation as Owners Corporation manager or if no person is for the time being appointed, the secretary of the Owners Corporation;

"Owners Corporation" means owners corporation No.2 on the Plan;

"Plan" means plan of subdivision No. PS 723377T;

"Recreation Area" means the recreation area on the top floor of the Building;

"Rules" means these rules; and

"Security Key" means a key, magnetic card, remote control or other security device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property.

1.2. Interpretation

In these Rules unless the context indicates a contrary intention:

1.2.1. headings are for convenience only and will not affect interpretation;

1.2.2. words denoting any gender include all genders;

1.2.3. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency;

1.2.4. a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

1.2.5. a reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and includes any amendment, consolidation, modification or re-enactment thereof or any replacement legislation;

1.2.6. a reference to an Owners Corporation includes any elected committee of the Owners Corporation; and

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08/11/2016 \$46.30 OCR



1.2.7. a reference to a corporation means and includes its liquidators, receivers, administrators and controllers.

The obligations and restrictions set out in these Rules will be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these Rules in respect of the person or persons to whom they are given.

2. BEHAVIOUR

- 2.1. An owner or occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another Lot or to any person lawfully using Common Property.
- 2.2. An owner or occupier of a Lot must not:
 - 2.2.1. create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using Common Property; or
 - 2.2.2. obstruct the lawful use of Common Property by any person.
- 2.3. An owner or occupier of a Lot must not permit persons under his or her control to consume alcohol on Common Property, including the recreation area on the top floor.
- 2.4. An owner or occupier of a Lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies onto or in Common Property.
- 2.5. An owner or occupier of a Lot must not permit any persons under the age of 16 and under the control of that owner or occupier to play on any part of the Common Property or, unless accompanied by an adult to remain on any part of the Common Property comprising a car parking area or other area of possible danger or hazard to children.
- 2.6. An owner or occupier of a Lot must not permit any persons under the control of that person to use on the Common Property any skateboards, bikes, scooters, roller skates or roller blades or any other similar device.
- 2.7. An owner or occupier of a Lot must not smoke in the stairwells, lifts, foyers, car park, lobbies, loading docks, areas set aside for plant and storage forming part of the Common Property or such other parts of the Common Property as the Owners Corporation or the Manager may designate from time to time.

3. SERVICES

- 3.1. Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, an owner or occupier of a Lot must not do anything or permit anything to be done, in relation to its Lot or the Common Property so that:
 - 3.1.1. the structural integrity of any part of the Common Property is impaired; or
 - 3.1.2. the provision of services through its Lot or the Common Property is interfered with; or
 - 3.1.3. any support or shelter provided by its lot or the Common Property for any other Lot or the the Common Property is interfered with.
- 3.2. The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed, and the sweeping of rubbish or other unsuitable substances must not be deposited in them.
- 3.3. Any costs or expenses resulting from any damage or blockage or repairs will be on demand paid by the owner or occupier which has caused the damage or blockage.

4. INTERFERENCE

- 4.1. An owner or occupier of a Lot must not, without the written authority of the Owners Corporation or the Manager,

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08/11/2016 \$46.30 OCR



interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the Common Property.

- 4.2. An owner or occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use & not damaged.
- 4.3. An owner or occupier of a Lot must not interfere with the operation of any emergency exit door, including taking measures to prevent the door closing and must not use emergency exit doors unless escaping from the building in a case of emergency.
- 4.4. An owner or occupier of a Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing its Lot without the prior written consent of the Owners Corporation.
- 4.5. An owner or occupier of a Lot must not enter any plant room, switchboard or other meter area without the consent of the Owners Corporation.
- 4.6. An owner or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing its Lot without the prior written consent of the Owners Corporation.

5. DAMAGE

- 5.1. An owner or occupier of a lot shall not mark, paint or otherwise damage or deface any part of the Common Property.
- 5.2. A proprietor or occupier must not breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the Owners Corporation's insurance policy.

6. DEFECTS

An owner or occupier of a lot must immediately notify the Owners Corporation or the Manager as soon as it becomes aware of any damage to or defect in the Common Property or any property of the Owners Corporation.

7. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

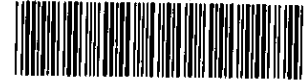
- 7.1. The Owners Corporation may take measures to ensure the security, and to preserve the safety of, the Common Property and the Lots from fire or other hazards and without limitation may:-
 - 7.1.1. close off any part of the Common Property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of any part of the Common Property;
 - 7.1.2. permit, to the exclusion of owners and occupiers, any designated part of the Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots; and
 - 7.1.3. restrict by means of key or other security device the access of the owners or occupiers of one level of the Lots to any other level of Lots.
- 7.2. An owner and occupier of a Lot must comply with any actions taken by the Owners Corporation in accordance with these Rules.

8. FIRE

- 8.1. An owner or occupier of a Lot must comply with all statutory and other requirements, including those of the Owners Corporation, relating to fire & fire safety in respect of its Lot.
- 8.2. An owner or occupier of a Lot must not use, interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

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- 8.3. An owner or occupier of a Lot must ensure that all smoke detectors installed in its Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.
- 8.4. If an owner or occupier of a Lot causes the fire alarm to be activated without a fire, the fire brigade fee for attendance will be charged to that owner or occupier.

9. STORAGE OF DANGEROUS GOODS

An owner or occupier of a Lot must not:

- 9.1. except with the prior written consent of the Owners Corporation and at its own risk, use or store on its Lot or the Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle; or
- 9.2. do or permit anything which may invalidate or suspend any insurance policy affected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

10. INSURANCE

An owner or occupier of a Lot must not permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation.

11. SECURITY & SECURITY KEYS, PROXIMITY CARDS & REMOTE CONTROLS

- 11.1. An owner or occupier of a Lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the Common Property or any person in or about the Common Property.
- 11.2. The Owners Corporation will charge a fee as a security deposit for security keys, proximity cards & remote controls required by a proprietor or occupier (Security Key).
- 11.3. The Owners Corporation will charge a fee to supply additional Security key – the amount of the fee will be determined by the Owners Corporation from time-to-time.
- 11.4. An owner of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of its Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or license of its Lot to the occupier to ensure the return of the Security Key to the owner or the Owners Corporation when the Security Key is no longer required.
- 11.5. An owner or occupier of a Lot in possession of a Security Key must not without the prior written consent of the Owners Corporation duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the owner or the Owners Corporation.
- 11.6. An owner or occupier of a Lot must promptly notify the Owners Corporation if a Security Key is lost, stolen or destroyed. All costs incurred with maintaining security caused by such loss must be paid by the owner including re-programming, re-keying or re-coding.

12. CLEANING

- 12.1. An owner or occupier of a Lot must keep its Lot clean and in good repair.
- 12.2. An owner or occupier of a Lot must ensure its car parking space(s) and nearby Common Property are free of oil and like substances.
- 12.3. The Owners Corporation reserves the right to clean any Common Property car space which is stained by oil, petrol or a like substance by a vehicle from a Lot and charge that owner or occupier for the cost. The Owners Corporation will give fourteen (14) days' notice of its intention to do such cleaning.

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13. BLINDS & AWNINGS

- 13.1. An owner or occupier of a Lot must maintain any window coverings and awnings in a clean, neat and tidy state at all times.
- 13.2. The blinds must be a Holland or roller blind, with a white backing. No other colour is permitted to be displayed.

14. APPEARANCE

Without limiting any other of these Rules, an owner or occupier of a Lot must not;

- 14.1. without prior written consent of the Owners Corporation maintain inside its Lot anything visible from outside its Lot that when viewed from outside its Lot is not in keeping with the rest of the Building;
- 14.2. install bars, screens or grilles or other safety devices to the exterior of any windows or doors of its Lot without the prior written consent of the Owners Corporation;
- 14.3. operate or permit to be operated on its Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Building;
- 14.4. install or operate any intruder alarm which emits an audible signal;
- 14.5. place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the Common Property;
- 14.6. allow any glazed portions of its lot or the Common Property that surrounds its Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
- 14.7. without the prior written consent of the Owners Corporation install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus;
- 14.8. without prior written consent of the Owners Corporation replace any soft floor coverings with hard surfaces or leave any floor surface bare of floor covering, which may affect the acoustic rating of the floor level and create undue noise to adjoining owners or occupiers.
- 14.9. install any air conditioning unit in its Lot other than in a place nominated by the Owners Corporation;
- 14.10. install any pipes, wiring, cables or the like to the external face of the Building;
- 14.11. place any washing, towel, clothesline, clotheshorse, clothes airer or other article so as to be visible from the Common Property or outside the Building;
- 14.12. hang curtains or blinds visible from outside its Lot unless the back of the curtains or blinds is one solid colour, preferably white, grey or cream in colour; or
- 14.13. construct or erect any sheds, kennels, spas or hot tubs, synthetic grass, screen or structures of any nature or description on any terrace or balcony or other items which may be of a weight that may adversely affect the terrace or balcony.

15. PAINTING AND EXTERNAL SURFACES APPEARANCE

- 15.1 An owner or occupier of a Lot must not in any way paint, finish or otherwise alter the external façade of its Lot, the Building or any improvement forming part of the Common Property.
- 15.2 The Owners Corporation will have sole control of the repairs, maintenance, painting, etc. of all external surfaces of all Lots, Common Property and the outside of the Building and must act to ensure that all surfaces are well maintained.
- 15.3 If the cost of maintenance undertaken by the Owners Corporation is attributable to a particular Lot, the owner of that Lot will be levied that cost.

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16. RUBBISH

16.1. An owner or occupier of a Lot must not:

16.1.1. deposit garbage, recyclable material or waste (**refuse**) in any other receptacle or any other part of the Common Property except in the receptacles as designated by Owners Corporation for that purpose and in accordance with the directions of the Owners Corporation;

16.1.2. throw or allow or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, down the staircase or from the terraces or balconies; or

16.1.3. leave or fail to clean up any refuse which is dropped or spilled on the Common Property or fail to notify the Owners Corporation if refuse is spilled or dropped.

16.2. An owner or occupier of a Lot must dispose of garbage or waste in a manner that does not adversely affect the health, hygiene or comfort of other owners or occupiers.

16.3. Guidelines regarding rubbish, chute and bin use may be determined and varied at any time by the Owners Corporation or the Manager.

16.4. All waste disposed of via the rubbish chutes, other than the items referred to Rule 16.5 should be contained in tied plastic bags.

16.5. Glass, paper, cans and bottles are to be disposed directly into the recycling chute and are not to be placed into any bags.

16.6. Cardboard boxes or cartons are to be flattened and disposed directly in the garbage room.

16.7. If the rubbish chute(s) become blocked and the Owners Corporation is able to identify the responsible owner or occupier, the the cost to reinstate the chute(s) may be recovered from that owner or occupier.

16.8. Items that must not be disposed of via either the rubbish chute include cigarette butts, ignition sources or fluids, items weighing over 3 kg, items which may block the chute, and items with a volume greater than 35cm and any other items which the Owners Corporation or Manager may prescribe from time to time pursuant to the guidelines.

16.9. All items which cannot be disposed of via the rubbish chute (subject to observing these rules and guidelines) may be disposed of in the bins within any garbage room.

16.10. Flammable items or any other hazardous materials or hard rubbish (for example, glass, brick, crockery, appliances or similar) are not to be disposed of through the rubbish chutes or in any garbage room. An owner or occupier is responsible for the disposal of flammable items, hazardous materials, hard rubbish or large items, and must make private arrangements for disposal of these items at their own cost.

17. VEHICLES, BICYCLES, TRAILERS AND MOTOR CYCLES

17.1. An owner or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto the Common Property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the Common Property after due notice has been served.

17.2. An owner or occupier of a Lot must not permit any bicycle to be brought into its Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation or the Manager for such purpose and fitted with bicycle racks from time to time.

17.3. An owner or occupier of a Lot must not permit any bicycle to be stored other than in the areas (if any) of the Common Property that may be designated by the Owners Corporation or the Manager for such purpose and fitted with bicycle racks from time to time.

18. CAR STACKER

18.1. An owner or occupier of a Lot with a car stacker space (Car Stacker) must:

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- 18.1.1. keep the Car Stacker clean and tidy;
- 18.1.2. take out and maintain suitable insurance for the Car Stacker including against damage and destruction;
- 18.1.3. ensure that the Car Stacker is operated in accordance with its design and associated manuals and specifications;
- 18.1.4. comply with any rules, requirements or directions about any security device which activates or operates the Car Stacker; and
- 18.1.5. not delegate, assign or sublet any of its rights under this to anyone other than the owner or occupier of a Car Stacker.
- 18.2. The Owners Corporation will arrange the maintenance, repair and replacement of the Car Stackers for owners and occupiers with Car Stackers in accordance with the following:
 - 18.2.1. an owner or occupier with a Car Stacker acknowledges and agrees that the Owners Corporation may (acting reasonably) appoint a contractor or repairer of its choice to carry out maintenance works on the Car Stacker;
 - 18.2.2. an owner or occupier with a Car Stacker must permit the Owners Corporation (or its authorised contractor or repairer) to access the Car Stacker for maintenance;
 - 18.2.3. to give effect to Rules (a) and (b), an owner or occupier with a Car Stacker must:
 - 18.2.3.1. ensure that its vehicle is promptly removed from the Car Stacker when requested by the Owners Corporation or its authorised contractor or repairer for any scheduled, unexpected or emergency maintenance of the Car Stacker;
 - 18.2.3.2. promptly report back to the Owners Corporation any damage, malfunction or failure of the Car Stacker to operate; and
 - 18.2.3.3. comply with the reasonable directions of the Owners Corporation from time to time.
 - 18.2.4. The costs of maintaining the Car Stackers (Car Stacker Costs) will be calculated by dividing the aggregate amount of the following costs by the number of Car Stackers;
 - 18.2.4.1. such reasonable costs that the Owners Corporation estimates it will incur during the forthcoming year for maintenance of the Car Stackers; and
 - 18.2.4.2. a contribution to a sinking fund for the eventual replacement of the Car Stackers at the end of their economic or practical life (if resolved at a meeting of the Owners Corporation).
 - 18.2.5. An owner with a Car Stacker must pay the Car Stacker Costs at the same intervals as other Owners Corporation fees payable by the owner, or as otherwise demanded by the Owners Corporation.
 - 18.2.6. Each owner or occupier with a Car Stacker must not:
 - 18.2.6.1. use the Car Stacker for the parking of vehicles which do not meet the Car Stacker manufacturer's specifications, the requirements of the Owners Corporation and any rules of use imposed by the Owners Corporation (acting reasonably) from time to time;
 - 18.2.6.2. allow or permit any person to use the Car Stacker space who is not an owner or occupier of its Lot; or
 - 18.2.6.3. allow or permit any person to use the Car Stacker if they have not undertaken an induction and training course on the Car Stacker's use, if so required by the Owners Corporation.

19. COMPLIANCE

- 19.1. An owner or occupier of a Lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these Rules and in default take all reasonable steps to ensure that their invitees leave the Building.

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- 19.2. An owner or occupier of a Lot must at the owner's or occupier's own expense promptly comply with all laws relating to its Lot including, without limitation, any requirements, notices and orders of any Governmental Agency.
- 19.3. An owner or occupier of a Lot must not use its Lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.
- 19.4. An owner or occupier of a Lot must on demand compensate the Owners Corporation in full in respect of any damage to the Common Property or property of the Owners Corporation caused by that owner or occupier or their respective tenants, licensees or invitees. An owner or occupier of a Lot in breach of this Rule is responsible for all costs incurred by the Owners Corporation as a result of the breach.
- 19.5. Any breach of a Rule or regulation will entitle the Owners Corporation to impose such fine or penalty as it deems appropriate from time to time as is advised to owners and occupiers.
- 19.6. The Owners Corporation will in addition to any legal proceeding be able to charge penalty interest of 2% per annum above that rate for the time being fixed under the Penalty Interest Rates Act 1993 on outstanding money.

20. INTERFERENCE

An owner or occupier of a Lot must not use any part of the Common Property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.

21. BUILDING AND CONSTRUCTION

An owner or occupier of a Lot must not undertake any building works within or about or relating to its Lot without the prior written consent of the Owners Corporation .

22. SIGNAGE

An Owner must not and must ensure that an occupier of its Lot does not allow to be displayed any placard, advertisement or sign on the Common Property or its Lot so that it is visible from outside its Lot without the prior written consent of the Owners Corporation which can be granted on such terms and conditions as the Owners Corporation deems appropriate provided that this Rule does not prohibit:

- 22.1. an owner or occupier of any Retail Lots from displaying any placard, advertisement or sign on designated areas of the Common Property or its Lot relating to the business operated from its Lots; and
- 22.2. the Developer from displaying any placards, advertisements or signs on the Common Property or any part of a Lot for the sale or lease of Lots or any part of Lots of which the Developer is an owner.

23. EXCLUSIVE USE SERVICES

- 23.1. Despite any other Rule an owner or occupier of a Lot with an air-conditioning/heating unit exclusively servicing its Lot is entitled to the exclusive use and enjoyment of the associated pipes, wires, cables and ducts to the air-conditioning/heating unit on the following conditions:
 - 23.1.1. the owner or occupier is responsible for the running costs, maintenance and repair of its air-conditioning/heating unit and the associated pipes, wires, cables and ducts to that air-conditioning/heating unit and for the renewal or replacement of its air-conditioning/heating unit and the associated pipes, wires, cables and ducts to the that air-conditioning/heating unit as and when necessary; and
 - 23.1.2. the owner or occupier indemnifies the Owners' Corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this Rule or the owner's or occupiers use of its air-conditioning/heating unit and the associated pipes, wires, cables and ducts to the that air-conditioning/heating unit; and
 - 23.1.3. the Owners' Corporation may notify an owner in writing that the Owners Corporation intends until further notice to be responsible for maintaining the air-conditioning/heating unit and the associated pipes, wires,

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cables and ducts to its air-conditioning/heating unit and keeping it in a state of good and serviceable repair subject to the following conditions which replace place paragraph 23.1.1 for the time being:

23.1.4. the Owner must reimburse the Owners' Corporation for costs incurred by the Owners' Corporation under this Rule; and

23.1.5. where the owners or occupiers of two or more Lots are liable under this Rule to pay any money to the Owners' Corporation or any other person then that money must be paid proportionately on the basis of each respective unit's entitlement as contained in the Plan.

24. ANIMALS

24.1 An owner or occupier of a Lot must not have an animal(s) within its Lot and the Common Property without written medical reasons.

24.1 An owner or occupier of a Lot must ensure that any animal belonging to it does not vomit, urinate or defecate on the Common Property and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal.

24.2 An owner or occupier of a Lot must:

24.2.1 obtain prior written consent of the Owners Corporation to have any animals within its Lot;

24.2.2 comply with the Domestic Animals Act 1984 (Vic);

24.2.3 ensure that any animal belonging to it is restrained and kept on a lead/leash or carried in a cage whilst on the Common Property and is not on the Common Property for longer than is reasonably necessary;

24.2.4 take all steps necessary to ensure that any animal belonging to it control does not cause a nuisance (including bringing that animal indoors to minimise noise); and

24.2.5 not keep any animal on the Common Property or balcony/terrace of its Lot after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance.

24.3 To minimise pet noise, an owner or occupier of a Lot must not leave any animal belonging to it on the balcony of its Lot either overnight or whilst the owner or occupier is away from its Lot.

24.4 An owner or occupier of a Lot must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints caused by any animal belonging to it. Any such cost is to be paid to the Owners Corporation within 28 days of receiving the respective invoice.

24.5 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to Owners and Occupiers or to the Common Property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

24.6 An owner or occupier of a Lot who is keeping an animal that is subject of a notice under Rule 24.5 and 24.6 must remove that animal permanently from its Lot.

24.7 Rules 24.5 and 24.6 do not apply to an animal that assists a person with an impairment or disability.

24.8 An owner or occupier of a Retail Lot must ensure that its customers, staff and visitors comply with this Rule. An owner or occupier of a Retail Lot will be responsible for any breach of this Rule by its staff, customers or visitors

25 MOVING INTO OR VACATING THE PROPERTY

25.1 An owner or occupier of a Lot intending to move furniture in or out of its Lot must not do so without:

25.1.1 notifying the Manager at least 72 hours prior to the proposed move and without receiving approval from the

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Manager for the day and time of the proposed move (the time for moving must be between 7.30 am and 4.00 pm); and

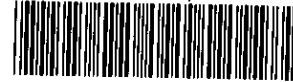
- 25.1.2 paying the fee set by the Owners Corporation (from time to time), which fee represents the approximate cost to be incurred by the Owners Corporation for the supervision of such a move. At all times the owner of a Lot is responsible for any damage caused by himself and/or his occupier when they move into or out of the Building and any such damage is not covered under the moving fee.
- 25.2 An owner or occupier of a Lot moving furniture in or out of its Lot at any time must not:
 - 25.2.1 permit any carriers or trades people to commence operations prior to authorisation being given by the Manager;
 - 25.2.2 permit any furniture or items to access or exit the building other than in the manner advised in writing to the Owners Corporation;
 - 25.2.3 permit any vehicles to restrict access to the car park;
 - 25.2.4 conduct operations so as to unduly restrict access of other owners or occupier to the lifts or lobbies or restrict access to fire escapes by jamming open doors, etc., or by other means;
 - 25.2.5 place any furniture or items in a lift other than that specified by the move supervisor and, in any event, not until protective covers have been placed in the lift by the move supervisor;
 - 25.2.6 permit any furniture or other items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door; and
 - 25.2.7 damage the Common Property.
- 25.3 An owner or occupier of a Lot moving in or out of the building will be liable to the Owners Corporation for any damage caused to the Building in doing so.
- 25.4 An owner or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through the Common Property in accordance with the directions of the Manager.
- 25.5 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the owner or occupier of a Lot will inspect the Common Property through which such article is to be moved to establish its state of repair. The owner or occupier of a Lot will be liable for any damage caused to the Common Property arising from the movement of the article.

26 LICENSE FOR STORAGE LOCKERS

- 26.1 An owner of a Lot must apply to the Manager for a license (License) for access to a storage locker in the Building (Storage Locker).
- 26.2 The License will allow for the Storage Locker to be transferred to a new owner or occupier of the relevant Lot , providing the Manager is advised of the change in the ownership and that the owner or occupier has provided written acknowledgement that they have been made aware of the conditions of use for the Storage Locker.
- 26.3 An owner or occupier of a Lot must not install a separate Storage Locker to that already provided without the prior written consent of the Owners Corporation, which consent may be refused or granted on certain conditions by the Owners Corporation in its absolute discretion.
- 26.4 The Owners Corporation accepts no liability for the loss, damage, etc., of any item stored by individuals in the Storage Locker provided.
- 26.5 If it is suspected that a Storage Locker contains items that contravene Model Rule 1.2, the locker will be accessed by a person authorized by the Owners Corporation after notice is given to the owner or occupier of the intention to inspect the Storage Locker, and the dangerous items removed without prior notification to the owner or occupier.

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27 BUSINESS

An owner or occupier of a Lot must not use its Lot or the Common Property for any trade or business nor permit other to do so unless:

- 27.1 the prior written consent of the Owners Corporation has been obtained;
- 27.2 the trade or business can be carried on and is carried on without causing undue nuisance to the owners and occupiers of other Lots;
- 27.3 any requirements in respect of the trade or business stipulated by any Governmental Agency from time to time are complied with;
- 27.4 the planning scheme governing the use of its Lot permits the trade or business to be carried on from its Lot; and
- 27.5 approval has been obtained from the relevant Governmental Agency for such use.

28 MAIL, NEWSPAPER DELIVERIES AND LETTER BOXES

- 28.1 An owner or occupier of a Lot must not affix any "NO JUNK MAIL" signs or words to like effect on or near to its letterbox unless it is in a form approved by the Owners Corporation.
- 28.2 An owner or occupier of a Lot must not fail to clear and keep clear on each and every day any mail receiving box and / or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should an owner or occupier be absent for any reason whatsoever for any period exceeding forty eight (48) hours, notwithstanding that this requirement may be waived entirely by the Owners Corporation provided that any such waiver is obtained from the Manager in writing not less than seven (7) days prior to the date or dates for which the waiver is required.
- 28.3 An owner or occupier of a Lot must not have any newspaper delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed to by the Manager, in a designated area.

29 ALARMS IN LOTS

An owner or occupier of a Lot must not install an audible security alarm in its Lot. All security alarms must be connected to a monitored service.

30 OWNERS CORPORATION CONSENT

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that an owner or occupier of a Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

31 COMPLAINTS AND COMMUNICATIONS

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Owners Corporation.

32 MAINTENANCE OF GARDENS

Any garden areas must only be used as gardens and must be maintained in a proper, tidy & healthy condition and if any tree or shrub is removed it is to be replaced with like tree or shrub within 14 days or any other time frame as notified by the Owners Corporation.

33 USE OF THE RECREATION AREA

An owner or occupier of a Lot and their visitors must ensure that they leave the Recreation Area in a neat & tidy state and report any damage or other matter requiring urgent attention to the Manager without undue delay.

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34 LEASE OF AN OFFICE ON THE TOP FLOOR

The Owners Corporation has granted a lease of an office on the Top Floor to "36 La Trobe Street Pty Ltd" and any subsequent party which assumes the responsibility of "36 La Trobe Street Pty Ltd".

35 GREASE TRAP

35.1 An owner or occupier of a Lot must not connect to or use a grease trap except in accordance with these Rules.

35.2 An owner or occupier of a Lot must:

35.2.1 provide the Owners Corporation with a copy of any requisite approval of the relevant water authority, including all conditions of approval, drawing and specification;

35.2.2 obtain the prior written consent of the Owners Corporation, which consent may be subject to conditions about the method of connection to the grease trap and how the grease trap is to be cleaned and maintained, including the frequency of cleaning and maintenance;

35.2.3 enter into all necessary arrangements and contracts for cleaning and pump out in compliance with the requirements of the relevant water authority and Governmental Agency; and

35.2.4 ensure that all connections to the grease trap and pump out design is such that the designated pump out location will be from the external of the Building, with no vehicle permitted to pump out, or carry pumping equipment through the basement, car park, or any area within the Common Property, other than the designated pump out pipework put in place within the construction of the Building.

35.3 After connection an owner or occupier of a Lot must provide the Owners Corporation with a certificate of compliance from the licensed plumber who carried out the work.

35.4 In using a grease trap, an owner or occupier of a Lot must:

35.4.1 comply with the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor; and

35.4.2 only use the grease trap for its intended purpose as a grease trap and not for any other plumbing purpose.

35.5 An owner or occupier of a Lot served by a particular grease trap must keep the grease trap and any connection to it:

35.5.1 properly and adequately maintained in a state of good and serviceable repair;

35.5.2 adequately clean and free of vermin; and

35.5.3 regularly pumped out and cleaned in accordance and compliance with all conditions of use and the requirements of the Owners Corporation and any relevant Governmental Agency.

35.6 An owner or the occupier of a Lot served by a particular grease trap will be responsible for all costs associated with the grease trap as well as any additional requirements that the Owners Corporation resolves appropriate to ensure minimal disruption to the other owners, occupiers or visitors.

35.7 The Owners Corporation by its servants and agents will be entitled to have access to the grease trap and connections to the grease traps on reasonable notice to owner or the occupier of a relevant Lot to inspect such areas or for any other purpose permitted under these Rules.

36 RETAIL LOT

36.1 An owner or occupier of a Retail Lot must not except with the prior written consent of the Owners Corporation and at its own risk, use or store on its Retail Lot or the Common Property any flammable chemical, liquid, gas or other flammable material other than cleaning chemicals or liquids for normal and lawful purposes.

36.2 An owner or occupier of a Retail Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose.

OC032942P

08/11/2016

\$46.30

OCR



- 36.3 An owner or occupier of a Retail Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
- 36.3.1 recyclable items, including without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;
 - 36.3.2 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
 - 36.3.3 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for those items by the Owners Corporation;
 - 36.3.4 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute situated on the Common Property, and
 - 36.3.5 ensure a minimum rubbish collection frequency of 2 days so as to ensure no build-up of waste and smells and to meet the cost of the related service.
- 36.4 An owner or occupier of Retail Lot must not use its Lot or the Common Property for any illegal or immoral trade or business nor permit others to do so.
- 36.5 An owner or occupier of a Retail Lot must not use its Retail Lot or the Common Property for any trade or business nor permit others to do so unless:
- 36.5.1 the trade or business can be carried on and is carried on without causing undue material nuisance to the owners or occupiers of other Lots;
 - 36.5.2 any requirements about the trade or business stipulated by any relevant Governmental Agency from time to time are complied with; and
 - 36.5.3 the planning scheme governing the use of its Retail Lot permits the trade or business to be carried on from that lot or a planning permit and all the relevant approvals have been issued by the appropriate authorities to the use.
- 36.6 The Owners Corporation grants access to, over, from and between the Common Property in the Owners Corporation to the other Owners Corporations in the Plan for access purposes and for servicing any plant and equipment in any area in the Development.
- 36.7 An owner or occupier of a Retail Lot when receiving a delivery must only receive it:
- 36.7.1 in a manner, in areas and during times determined by the Owners Corporation, subject to the requirements of any permit affecting the Building, to cause the least disruption and inconvenience to the owners or occupiers of other Lots;
 - 36.7.2 using a trolley with rubber wheels; and
 - 36.7.3 so that any trolley does not mark the floor of its Lot, Common Property or Building and makes minimal noise.
- 36.8 An owner or occupier of a Retail Lot must obtain the prior written consent of the Owners Corporation before any heavy articles are brought into its Lot, the Common Property or the Building.
- 36.9 An owner or occupier of a Retail Lot must appoint an employee or agent of the owner or occupier to act as a warden of its Retail Lot and must accept safety instructions about fire and other emergencies.
- 36.10 An owner or occupier of a Retail Lot must ensure that at all time the noise emanating from its Retail Lot must comply with the State Environment Protection Policy N-1 (Noise from commerce industry and trade).

37 SURVEILLANCE CAMERAS

- 37.1 The Owners Corporation reserves all rights to view any security video or photographs taken in or around the Building and, if offenders are identified from that video or still photographs, to provide such evidence to police to aid in

OC032942P

08/11/2016

\$46.30

OCR



prosecution.

- 37.2 The Owners Corporation reserves all rights to recover from the relevant owner or occupier of a Lot , the costs for any repairs or replacement for damaged or stolen Common Property fixtures or fittings and all costs to view and retrieve such footage whereas the visitors of the owner or occupier of a Lot have been identified on the surveillance equipment as responsible.

38 PENALTY INTEREST

- 38.1 Owners Corporation fees, reimbursements and the like are due and payable on the due date as specified on the fee notice.

- 38.2 The Manager is authorized to charge interest on any amount outstanding after the due date at the penalty interest rate as prescribed under the Penalty Interest Rates Act 1983 or as amended.

[The current Penalty Interest Rate appears in "The Age" newspaper each Monday under the Law List.]

39 OWNERS CORPORATION ACCESS TO LOTS

- 39.1 Except in the case of an emergency (in which case no notice is required), upon seven (7) days' notice in writing the Owners Corporation, the Manager and its agents and contractors will be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment therein (at the expense of the owner in cases where such leakage or defect is due to any act or default of the owner or occupier or their invitees). The Owners Corporation or the Manager, in exercising this power must ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of a Lot as is reasonable in the circumstances.
- 39.2 An owner or occupier of a Lot must immediately, in the case of an emergency or otherwise on seven (7) days' notice, provide unconditional access to its Lot for the purposes of repairs and maintenance of the Building.
- 39.3 An owner or occupier of a Lot is responsible for regularly cleaning the internal and external windows that form part of its Lot. Despite this, the Owners Corporation or Manager may, in the interests of maintaining high standards at any time engage a window cleaner to clean all or any of the external windows of the Building (whether part of a Lot or the Common Property). An owner or occupier of a Lot agrees to provide access to its Lot for this purpose.
- 39.4 If access is not provided pursuant to this Rule 39, on further written notice being provided, the Owners Corporation or Manager will be deemed to have been granted an irrevocable licence to access the owner; or occupier's Lot for the purposes of this Rule 39.

These rules may be amended or added to from time to time by the Owners Corporation.

END OF RULES



Current Owner Account

Mr Ian Campbell

Lot 2904 Unit 2904

PS723377T-OC1

The Trillium - 1, 36 La Trobe St, MELBOURNE VIC 3000

Purchased: 16/12/2021 UE / AE: 12.00 / 2,704.00

Date	Details	Administrative Fund due/paid	Maintenance Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
1/04/2024	Quarterly Levy 01/04/24 to 30/06/24	486.34	28.85	0.00	0.00	515.19	515.19
2/04/2024	Levy payment for 2904/PS723377T1	-486.34	-28.85	0.00	0.00	-515.19	0.00
1/07/2024	Quarterly Levy 01/07/24 to 30/09/24	486.34	28.85	0.00	0.00	515.19	515.19
1/07/2024	Levy payment for 2904/PS723377T1	-486.34	-28.85	0.00	0.00	-515.19	0.00
1/10/2024	Quarterly Levy 01/10/24 to 31/12/24	516.24	28.85	0.00	0.00	545.09	545.09
1/10/2024	Levy Adjustment as per AGM 03/07/24	89.70	0.00	0.00	0.00	89.70	634.79
1/10/2024	Levy payment for 2904/PS723377T1	-84.95	-4.75	0.00	0.00	-89.70	545.09
1/10/2024	Levy payment for 2904/PS723377T1	-520.99	-24.10	0.00	0.00	-545.09	0.00
1/01/2025	Quarterly Levy 01/01/25 to 31/03/25	516.24	28.85	0.00	0.00	545.09	545.09
3/01/2025	Levy payment for 2904/PS723377T1	-516.24	-28.85	0.00	0.00	-545.09	0.00
1/04/2025	Quarterly Levy 01/04/25 to 30/06/25	516.24	28.85	0.00	0.00	545.09	545.09
1/04/2025	Levy payment for 2904/PS723377T1	-516.24	-28.85	0.00	0.00	-545.09	0.00
1/07/2025	Quarterly Levy 01/07/25 to 30/09/25	516.24	28.85	0.00	0.00	545.09	545.09
1/07/2025	Lot 2904: 2 Fobs	116.00	0.00	0.00	0.00	116.00	661.09
1/07/2025	payment received	-516.24	-28.85	0.00	0.00	-545.09	116.00
1/10/2025	Quarterly Levy 01/10/25 to 31/12/25	516.24	28.85	0.00	0.00	545.09	661.09
7/10/2025	Levy payment for 2904/PS723377T1	-632.24	-28.85	0.00	0.00	-661.09	0.00
21/11/2025	Lot 2904: Fob	80.00	0.00	0.00	0.00	80.00	80.00
27/11/2025	Levy payment for 2904/PS723377T1	-80.00	0.00	0.00	0.00	-80.00	0.00
1/01/2026	Quarterly Levy 01/01/26 to 31/03/26	516.24	28.85	0.00	0.00	545.09	545.09
6/01/2026	Levy payment for 2904/PS723377T1	-516.24	-28.85	0.00	0.00	-545.09	0.00
1/04/2026	Quarterly Levy 01/04/26 to 30/06/26	516.24	28.85	0.00	0.00	545.09	
18/02/2026	Current balances excluding interest						
	Administrative Fund		0.00				
	Maintenance Fund		0.00				
	Unallocated Money Fund		0.00				
			0.00				
	Interest due as at 18/02/2026		0.00				
	Current balance including interest		\$0.00				



Current Owner Account

Mr Ian Campbell

Lot 2904 Unit 2904

PS723377T-OC2

The Trillium - 2, 36 La Trobe St, MELBOURNE VIC 3000

Purchased: 16/12/2021 UE / AE: 12.00 / 2,628.00

Date	Details	Administrative Fund due/paid	Maintenance Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
1/04/2024	Quarterly Levy 01/04/24 to 30/06/24	327.39	50.23	0.00	0.00	377.62	377.62
2/04/2024	Levy payment for 2904/PS723377T2	-327.39	-75.41	0.00	0.00	-402.80	-25.18
1/07/2024	Quarterly Levy 01/07/24 to 30/09/24	327.39	50.23	0.00	0.00	377.62	352.44
1/07/2024	Levy payment for 2904/PS723377T2	-327.39	-75.41	0.00	0.00	-402.80	-50.36
12/07/2024	Levy cancellation for 2904/PS723377T2	327.39	75.41	-402.80	0.00	0.00	-50.36
12/07/2024	Levy cancellation for 2904/PS723377T2	327.39	75.41	-402.80	0.00	0.00	-50.36
12/07/2024	Allocation of unallocated money for 2904/PS723377T	-654.78	-100.46	755.24	0.00	0.00	-50.36
12/07/2024	Allocation of unallocated money for 2904/PS723377T	-46.78	-3.58	50.36	0.00	0.00	-50.36
12/07/2024	Levy cancellation for 2904/PS723377T2	46.78	3.58	-50.36	0.00	0.00	-50.36
12/07/2024	Allocation of unallocated money for 2904/PS723377T	0.00	-25.05	25.05	0.00	0.00	-50.36
12/07/2024	Levy cancellation for 2904/PS723377T2	0.00	25.05	-25.05	0.00	0.00	-50.36
12/07/2024	Allocation of unallocated money for 2904/PS723377T	0.00	-25.05	25.05	0.00	0.00	-50.36
12/07/2024	Allocation of unallocated money for 2904/PS723377T	0.00	-25.31	25.31	0.00	0.00	-50.36
1/10/2024	Quarterly Levy 01/10/24 to 31/12/24 (incl. Levy Adjustment)	0.00	25.05	0.00	0.00	25.05	-25.31
1/10/2024	Quarterly Levy 01/10/24 to 31/12/24	327.39	0.00	0.00	0.00	327.39	302.08
1/10/2024	Levy payment for 2904/PS723377T2	-327.39	0.00	0.00	0.00	-327.39	-25.31
1/01/2025	Quarterly Levy 01/01/25 to 31/03/25	0.00	50.23	0.00	0.00	50.23	24.92
1/01/2025	Quarterly Levy 01/01/25 to 31/03/25	327.39	0.00	0.00	0.00	327.39	352.31
3/01/2025	Levy payment for 2904/PS723377T2	0.00	-24.92	0.00	0.00	-24.92	327.39
3/01/2025	Levy payment for 2904/PS723377T2	-327.39	0.00	0.00	0.00	-327.39	0.00
1/04/2025	Quarterly Levy 01/04/25 to 30/06/25	327.39	50.23	0.00	0.00	377.62	377.62
1/04/2025	Levy payment for 2904/PS723377T2	-327.39	-50.23	0.00	0.00	-377.62	0.00
1/07/2025	Quarterly Levy 01/07/25 to 30/09/25	327.39	50.23	0.00	0.00	377.62	377.62
1/07/2025	Levy payment for 2904/PS723377T2	-327.39	-50.23	0.00	0.00	-377.62	0.00
1/10/2025	Quarterly Levy 01/10/25 to 31/12/25	327.39	50.23	0.00	0.00	377.62	377.62
7/10/2025	Levy payment for 2904/PS723377T2	-327.39	-50.23	0.00	0.00	-377.62	0.00
1/01/2026	Quarterly Levy 01/01/26 to 31/03/26	327.39	50.23	0.00	0.00	377.62	377.62
6/01/2026	Levy payment for 2904/PS723377T2	-327.39	-50.23	0.00	0.00	-377.62	0.00
1/04/2026	Quarterly Levy 01/04/26 to 30/06/26	327.39	50.23	0.00	0.00	377.62	

Date	Details	Administrative Fund due/paid	Maintenance Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
18/02/2026	Current balances excluding interest						
	Administrative Fund		0.00				
	Maintenance Fund		0.00				
	Unallocated Money Fund		0.00				
			0.00				
	Interest due as at 18/02/2026		0.00				
	Current balance including interest		\$0.00				

Owners Corporation Fee Notice

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

Tax Invoice

Issued 24/02/2026 on behalf of:

Mr Ian Campbell
The Trillium
2904/36 La Trobe St
MELBOURNE VIC 3000

PS723377T-OC1
ABN 78771880690
The Trillium - 1
36 La Trobe St
MELBOURNE VIC 3000
for Lot 2904 Unit 2904
Mr Ian Fraser Campbell

The following fees/charges are due (All amounts listed include GST unless otherwise specified)
Payment is due within 28 days of the date of this Notice or by the due date specified below

Due date	Details	Amounts due (including GST) (\$)		Total
		Admin Fund	Maintenance	
01/04/2026	Quarterly Levy 01/04/26 to 30/06/26	516.24	28.85	545.09
	Total due in month	516.24	28.85	545.09

Total of this notice	545.09	(including \$49.55 GST)
Arrears	0.00	
Interest on arrears	0.00	
Outstanding owner invoices	0.00	
Subtotal of amount due	545.09	
Prepaid	0.00	
Total amount due	\$545.09	

Interest will be charged on any overdue fees/charges at an annual rate of 10%.
The rate of interest has been calculated in accordance with the current rate under the
Penalty Interest Rates Act 1983(Vic). This rate is subject to change.

Levy Payment due 01/04/2026

Please note you have already established a DEFT biller initiated direct debit, therefore you are not required to make payment for this levy. We will have debited your nominated account or credit card on/by the due date of this Levy. Please note that payments made by direct debit may dishonour, should this occur please make payment separately by one of the other available DEFT payment options.



DEFT
PAYMENT SYSTEMS

*Registration is required for payments from cheque or savings accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the internet service if already registered.

Mr Ian Campbell

Owners Corporation PS723377T1
Lot 2904 Unit 2904



Pay over the Internet from your Bank account. Register at www.deft.com.au



Credit card payments can be made over the internet. Log onto www.deft.com.au and follow the instructions. A surcharge will be applicable if you use this option



Pay in-store at Australia Post by cheque or EFTPOS.

Biller code 96503

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au

Melbourne Owners Corporation Services

DEFT Reference Number

26606912935835

Amount Due

\$545.09

Due Date

01/04/2026

Amount Paid

\$



*496 266069129 35835

Important information on fees and charges

This section is part of the fee notice

Enquiries

If you have enquiries on the fees listed in this notice you can contact the owners corporation on the telephone number or at the address listed on the first page of this form.

Payment Plans and financial hardship

If you are experiencing financial hardship and struggling to pay your owners corporation levies and fees on time, contact your owners corporation and owners corporation manager as soon as possible. Ask them to have a payment plan put in place. The [National Debt Helpline – Debt Problems - Strata Levies](http://www.ndh.org.au/debt-problems/strata-levies) (www.ndh.org.au/debt-problems/strata-levies) page has a step-by-step guide on how to do this. Owners corporations are called strata in some other states. It also has information about other payment options, what to do if you can't come to an agreement, and what to do if legal action is being threatened or has commenced against you.

If you're feeling overwhelmed and need help to deal with financial issues, you can get free, independent, and confidential advice from a community based financial counsellor. To speak to a financial counsellor, call the National Debt Helpline on 1800 007 007 or visit the [National Debt Helpline's find a financial counsellor page](http://www.ndh.org.au/financial-counselling/find-a-financial-counsellor) (www.ndh.org.au/financial-counselling/find-a-financial-counsellor) to find a financial counsellor near you.

Disputes

The Owners Corporations Act 2006 (the Act), *Owners Corporations Regulations 2018 (the Regulations)* and the owners corporation rules (the rules) provide a number of options in dealing with disputes regarding owners corporations, managers, lot owners and occupiers. These are:

- the owners corporation internal dispute resolution process
- conciliation through the Dispute Settlement Centre of Victoria (DSCV)
- applications to the Victorian Civil and Administrative Tribunal (VCAT).

Internal dispute resolution process

If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the owners corporation internal dispute resolution process.

The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners corporation complaint' form (available from the owners corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the owners corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the owners corporation.
- If you are not satisfied with the outcome you can contact DSCV or VCAT (see below).

Resolving disputes through the Dispute Settlement Centre of Victoria

You can contact DSCV to seek assistance to resolve your dispute. DSCV may suggest that you use the internal dispute resolution process and may decline to consider your matter if you have not done so. It is not compulsory to seek DSCV's assistance before applying to the Victorian Civil and Administrative Tribunal (VCAT). However, DSCV may be able to help resolve the issue more quickly and at a lower cost. DSCV can only try to resolve a dispute if all parties agree to take part in this process. Visit the [DSCV website](http://disputes.vic.gov.au) (disputes.vic.gov.au)

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the owners corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1300 01 8228 (1300 01 VCAT) or visit the [Victorian Civil and Administrative Tribunal website](http://vcat.vic.gov.au) (vcat.vic.gov.au). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

Owners Corporation Fee Notice

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

Tax Invoice

Issued 24/02/2026 on behalf of:

Mr Ian Campbell
The Trillium
2904/36 La Trobe St
MELBOURNE VIC 3000

PS723377T-OC2
ABN 31107092672
The Trillium - 2
36 La Trobe St
MELBOURNE VIC 3000
for Lot 2904 Unit 2904
Mr Ian Fraser Campbell

The following fees/charges are due (All amounts listed include GST unless otherwise specified)
Payment is due within 28 days of the date of this Notice or by the due date specified below

Due date	Details	Amounts due (including GST) (\$)		Total
		Admin Fund	Maintenance	
01/04/2026	Quarterly Levy 01/04/26 to 30/06/26	327.39	50.23	377.62
	Total due in month	327.39	50.23	377.62

Total of this notice	377.62	(including \$34.33 GST)
Arrears	0.00	
Interest on arrears	0.00	
Outstanding owner invoices	0.00	
Subtotal of amount due	377.62	
Prepaid	0.00	
Total amount due	\$377.62	

Interest will be charged on any overdue fees/charges at an annual rate of 10%.
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Penalty Interest Rates Act 1983(Vic). This rate is subject to change.

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DEFT
PAYMENT SYSTEMS

*Registration is required for payments from cheque or savings accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the internet service if already registered.

Mr Ian Campbell

Owners Corporation PS723377T2
Lot 2904 Unit 2904



Pay over the Internet from your Bank account. Register at www.deft.com.au



Credit card payments can be made over the internet. Log onto www.deft.com.au and follow the instructions. A surcharge will be applicable if you use this option



Post Billpay

Pay in-store at Australia Post by cheque or EFTPOS.

Biller code 96503

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au

Melbourne Owners Corporation Services

DEFT Reference Number

22949839938043

Amount Due

\$377.62

Due Date

01/04/2026

Amount Paid

\$



*496 229498399 38043

Important information on fees and charges

This section is part of the fee notice

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Valuation and rate notice 2025-2026

For the period 1 July 2025 - 30 June 2026

007073 022
H12

I F Campbell
Unit 2904
36 La Trobe St
MELBOURNE VIC 3000

Tax invoice

No GST has been charged

Assessment no. 237635 8

Date of issue 12 Aug 2025

QUESTIONS?

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

Property Unit 2904, Level 29, 36 La Trobe Street, MELBOURNE VIC 3000

Legal description Lot 2904 PS723377T

Valuations	Effective date	1 Jul 2025
NAV	20,250	Valued as at 1 Jan 2025
Site value	55,000	Interest rate 10%
CIV	405,000	Land use Residential
AVPCC	120 -Single Unit/Villa Unit/Townhouse	

Details of account

(important, please read overleaf)

	Amount
Residential Rates @ 3.9057 cents in the \$ of NAV.	\$790.90
Rates Discount	-\$23.73
Waste Charge	\$140.00
ESVF @ \$136 plus 17.3 cents per \$1,000 of CIV.	\$206.07

ESVF - Emergency Services and Volunteers Fund (State Government Charge)

SAVE PAPER AND GET YOUR RATES NOTICE BY EMAIL.

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

OPTION 1 (DIRECT DEBIT AVAILABLE)

Pay in full by **\$1,113.24**
15 February 2026

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 \$278.30
30 September 2025

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 2026.

Instalment 2 \$278.30
30 November 2025

Instalment 3 \$278.30
28 February 2026

Instalment 4 \$278.34
31 May 2026

OPTION 3 (DIRECT DEBIT ONLY)

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

Payment methods

Assessment no. 237635 8

Property Unit 2904, Level 29, 36 La Trobe Street, MELBOURNE VIC 3000



Bill code: 79616
Ref: 102376358

BPAY® this payment via Internet or phone banking
Credit cards not accepted.



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 **\$1,113.24**
☐ Option 2 **\$278.30**



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.



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



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