Contract of Sale of Land

Property:

Unit 2606, 5 Sutherland Street, Melbourne VIC 3000

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:081037

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2023

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2023

Print names(s) of person(s) signing: **Fonny Tjahjadi**

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

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

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Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: Fonny Tjahjadi

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 081037

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11460	Folio	003	2606a	PS 624531N

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 2606, 5 Sutherland Street, Melbourne VIC 3000

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval

..... date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

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

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

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

14.4 Payments may be made or tendered:

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

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

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

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

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

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

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

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

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

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

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

Special condition 2 – Acceptance of title

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

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

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

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

(a) the price includes GST; or

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

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

Special condition 4 – Adjustments

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

Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

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

27.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

Electronic Transactions (Victoria) Act 2000.

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

Special condition 6 – Electronic conveyancing

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

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

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

6.3 Each party must:

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

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

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

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

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

6.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

6.9 The vendor must before settlement:

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

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

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

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

Special condition 7 – Condition of the Property

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

7.2 The property and any chattels are sold:

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

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

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

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

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

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

7.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

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

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

Special condition 8 – Deposit

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

Special condition 9 – Forms of Payment

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

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

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

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

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

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

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

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

Special Condition 12 - Rescheduled Settlement

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

Special Condition 13 - SWIMMING POOL AND/OR SPA

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

Special Condition 14 - OWNER CORPORATION

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

1.1 In this general condition “electronic signature “means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their be half, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgment network.

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We		**of**	
And		**of**	
being the **Sole Director / Directors of**		**ACN**	

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

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Vendor Statement

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

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

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

Land	UNIT 2606, 5 SUTHERLAND STREET, MELBOURNE VIC 3000

Vendor's name	Fonny Tjahjadi	Date / /
Vendor's signature _____		

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

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

Is in the attached copies of title document/s.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

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.

Will be provided within 14 days after the contract has been signed.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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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 11460 FOLIO 003 Security no : 124108693979Y
Produced 29/08/2023 03:33 PM

LAND DESCRIPTION

Lot 2606A on Plan of Subdivision 624531N.
PARENT TITLE Volume 11274 Folio 129
Created by instrument PS624531N 26/11/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
FONNY TJAHJADI of JI MEKAR AGUNG NO 55 KOMPLEK MEKAR WANGI BANDUNG 40237 INDONESIA
AK825199P 06/01/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK825200J 06/01/2014
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.

AGREEMENT Section 173 Planning and Environment Act 1987
AH977840U 30/05/2011

DIAGRAM LOCATION

SEE PS624531N 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 2606 LEVEL 26 5 SUTHERLAND STREET MELBOURNE VIC 3000

ADMINISTRATIVE NOTICES

NIL

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

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS624531N
OWNERS CORPORATION 3 PLAN NO. PS624531N
OWNERS CORPORATION 5 PLAN NO. PS624531N

DOCUMENT END

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PLAN OF SUBDIVISION

Stage No.	LR use only	Plan Number
	EDITION 2	PS 624531N

Location of Land

Parish: PARISH OF MELBOURNE NORTH
CITY OF MELBOURNE

Township: --

Section: 29

Crown Allotment: 12 & 13 PARTS

Crown Portion: --

Title Reference: VOL 11274 FOL129

Last Plan Reference: LOT A ON PS 640981N

Postal Address: (at time of subdivision) 280 - 294 LITTLE LONSDALE STREET
1 - 7 McLEAN ALLEY
12-20 SUTHERLAND STREET
MELBOURNE 3000

MGA Co-ordinates (of approx. centre of land in plan) E 320510 N 5813150 Zone: 55

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

Council Certification and Endorsement

Council Name: MELBOURNE CITY COUNCIL Ref: SA-2013-61

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

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.
(ii) The requirement has been satisfied.
(iii) The requirement is to be satisfied in Stage.....

Council Delegate
Council Seal
Date / /

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate
Council Seal
Date / /

Notations

Staging This is/~~is not~~ a staged subdivision
Planning Permit No. TP-2013-437

Depth Limitation LIMITED IN HEIGHT UNDER SUTHERLAND STREET SEE SECTION A-A'

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
EXTERIOR FACE - BOUNDARIES MARKED E
MEDIAN - BOUNDARIES MARK M
INTERIOR FACE: ALL OTHER BOUNDARIES

COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS, STAGED LOTS AND COMMON PROPERTIES No.2, No.3, No.4 AND No. 5 AND INCLUDES THE WALLS, FLOORS SLAB AND CEILINGS THAT DEFINE BOUNDARIES (EXCEPT THOSE DEFINED AS 'E' AND 'M'

ALL COLUMNS, SLABS, BEAMS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THIS PLAN ARE CONTAINED IN COMMON PROPERTY No. 1

Survey This plan is/~~is not~~ based on survey
This survey has been connected to permanent marks no(s) SEE BP 2553K
In Proclaimed Survey Area No.

~~~~~~~~~~ DENOTES STRUCTURE (NON BOUNDARY)

B - BALCONY
T - TERRACE
P - PROJECTION OF UNDERSIDE OF CEILING

CP No.1 - COMMON PROPERTY No.1
CP No.2 - COMMON PROPERTY No.2
CP No.3 - COMMON PROPERTY No.3
CP No.4 - COMMON PROPERTY No.4
CP No.5 - COMMON PROPERTY No.5

PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB
SEE ALSO SECTION A-A', B-B' & C-C'

THIS IS A SPEAR PLAN

Easement Information

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

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY,ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

LR use only

Statement of Compliance/ Exemption Statement

Received ☑

Date 12 / 11 / 13

THIS IS A LAND VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

Sheet 1 of 39 sheets

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6601003
DWG 660100AE 25/09/13 VERSION E

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Signed by: ANDREI FIJAN (Bosco Jonson Pty Ltd) Surveyor's Plan Version (E) SPEAR Ref: S036946C 25/09/2013, Amended: 22/11/2013.
~~~~~~~~~~

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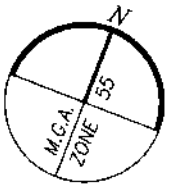
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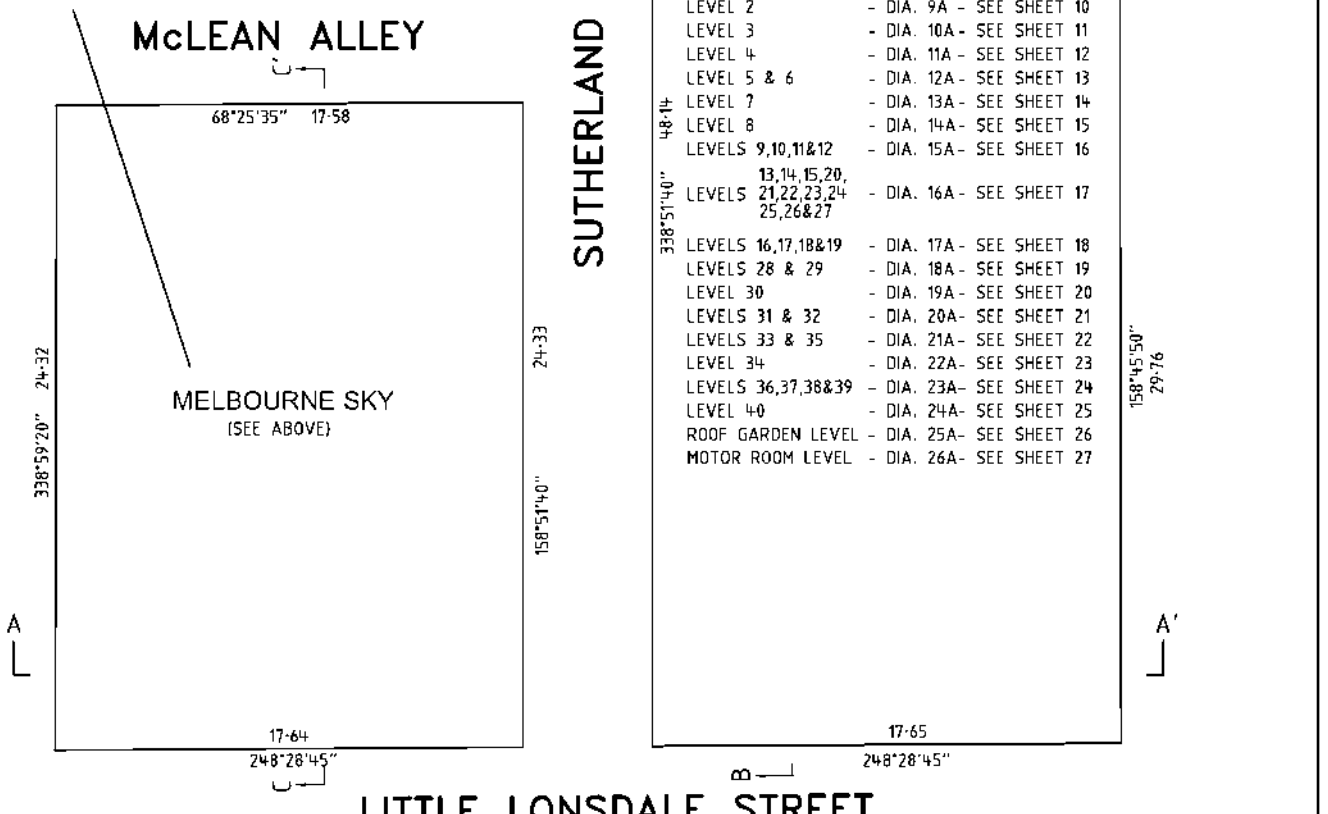
Plan Number

PS 624531N

MELBOURNE SKY

BASEMENT LEVEL 5	- DIAGRAM 2	- SEE SHEET 3
BASEMENT LEVEL 4	- DIAGRAM 3	- SEE SHEET 4
BASEMENT LEVEL 3	- DIAGRAM 4	- SEE SHEET 5
BASEMENT LEVEL 2	- DIAGRAM 5	- SEE SHEET 6
BASEMENT LEVEL 1	- DIAGRAM 6	- SEE SHEET 7
GROUND LEVEL	- DIAGRAM 7	- SEE SHEET 8
LEVEL 1	- DIAGRAM 8	- SEE SHEET 9
LEVEL 2	- DIAGRAM 9	- SEE SHEET 10
LEVEL 3	- DIAGRAM 10	- SEE SHEET 11
LEVELS 4 & 5	- DIAGRAM 11	- SEE SHEET 12
LEVEL 6	- DIAGRAM 12	- SEE SHEET 13
LEVEL 7	- DIAGRAM 13	- SEE SHEET 14
LEVEL 8	- DIAGRAM 14	- SEE SHEET 15
LEVEL 9	- DIAGRAM 15	- SEE SHEET 16
LEVEL 10	- DIAGRAM 16	- SEE SHEET 17
LEVEL 11	- DIAGRAM 17	- SEE SHEET 18
LEVELS 12 & 14	- DIAGRAM 18	- SEE SHEET 19
LEVELS 13 & 15	- DIAGRAM 19	- SEE SHEET 20
LEVEL 16	- DIAGRAM 20	- SEE SHEET 21
LEVEL 17	- DIAGRAM 21	- SEE SHEET 22
LEVEL 18	- DIAGRAM 22	- SEE SHEET 23
LEVEL 19	- DIAGRAM 23	- SEE SHEET 24
LEVEL 20	- DIAGRAM 24	- SEE SHEET 25
LEVELS 21, 23, 25, 27 & 29	- DIAGRAM 25	- SEE SHEET 26
LEVELS 22, 24, 26 & 28	- DIAGRAM 26	- SEE SHEET 27
LEVELS 31, 33 & 35	- DIAGRAM 27	- SEE SHEET 28
LEVELS 30, 32, 34 & 36	- DIAGRAM 28	- SEE SHEET 29
ROOF LEVEL	- DIAGRAM 29	- SEE SHEET 30
MOTOR ROOM LEVEL	- DIAGRAM 30	- SEE SHEET 31





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SITE DIAGRAM AND INDEX SHEET
RL 9·60m AHD AND ABOVE
DIAGRAM 1

SEE BASEMENT LEVEL 2 (SHEET 6)
FOR BELOW RL 9·60m AHD

Sheet 2

ORIGINAL

SCALE 1:200 | SHEET SIZE A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

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DWG 660100AE 25/09/13 VERSION E

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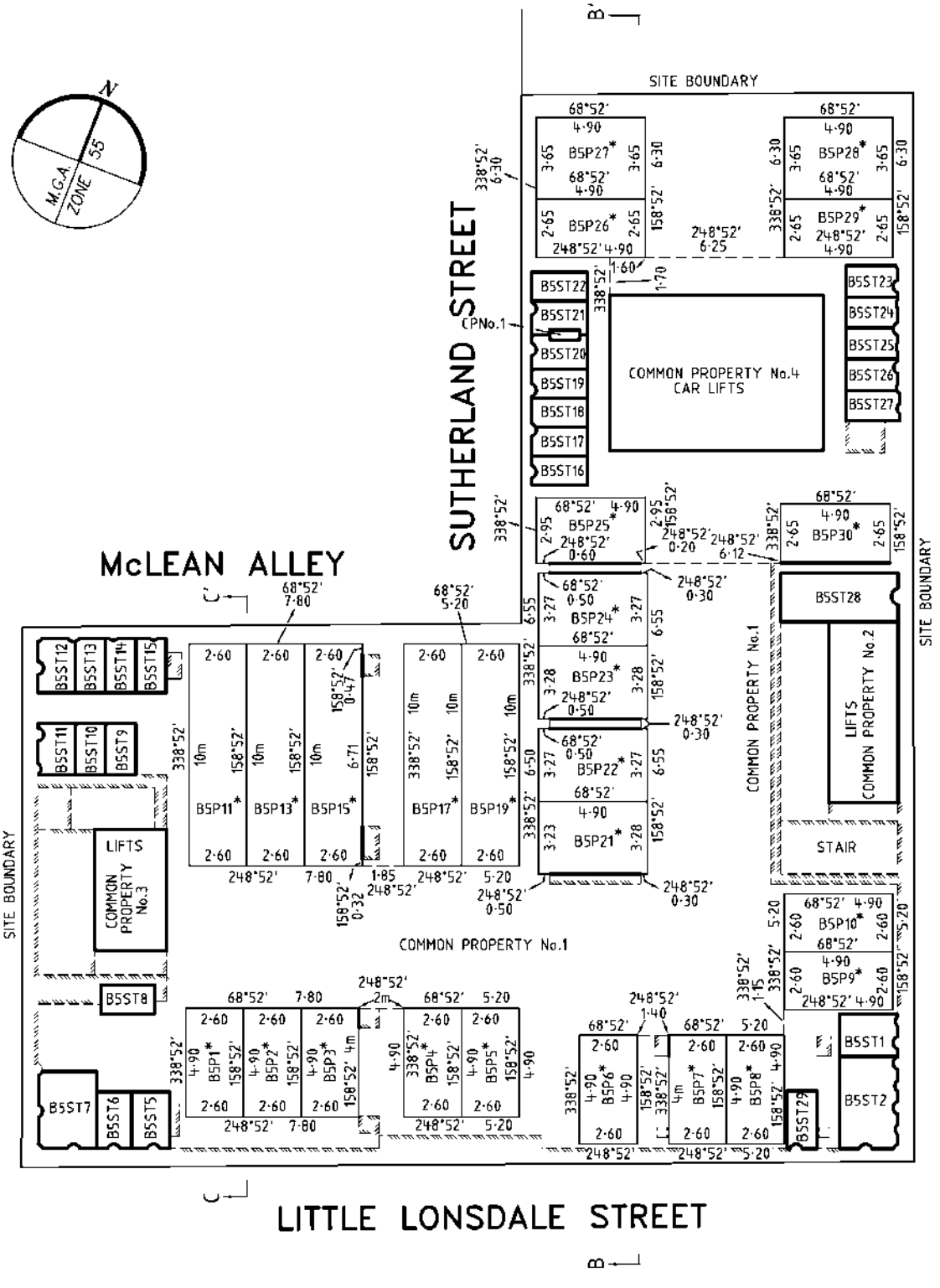
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BASEMENT LEVEL 5
DIAGRAM 2

Sheet 3

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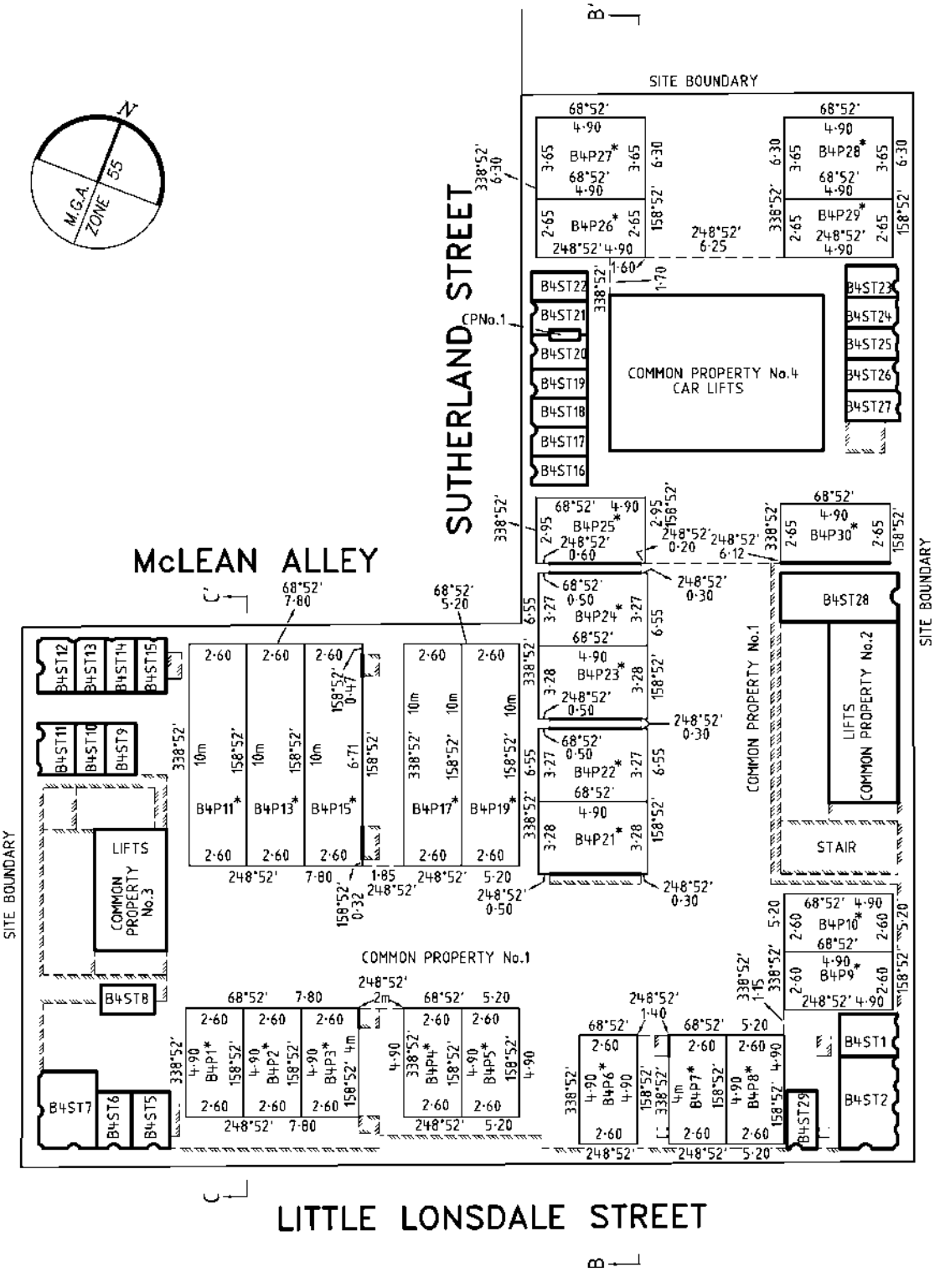
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BASEMENT LEVEL 4
DIAGRAM 3

Sheet 4

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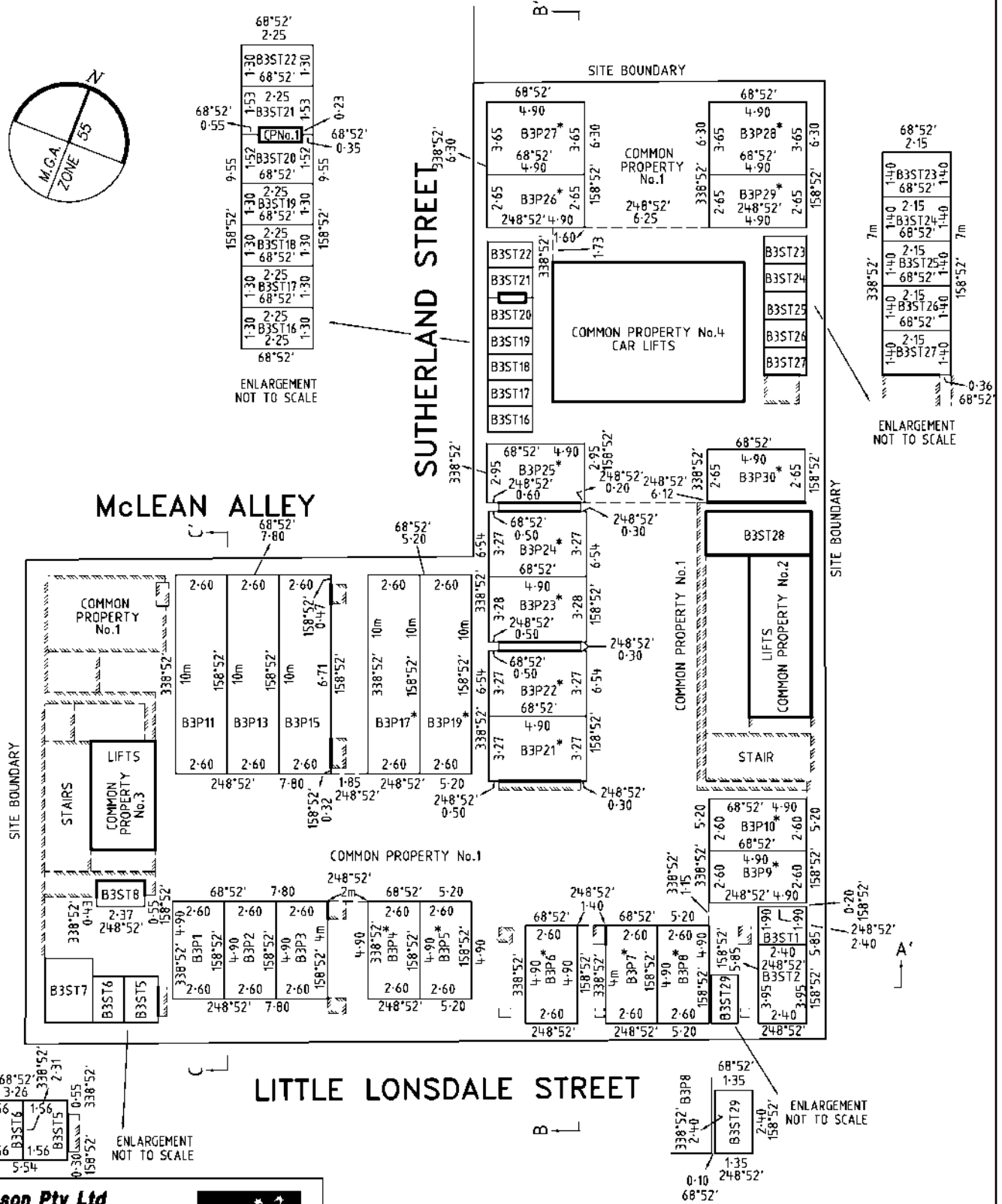
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BASEMENT LEVEL 3
DIAGRAM 4

Sheet 5

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SHEET SIZE A3

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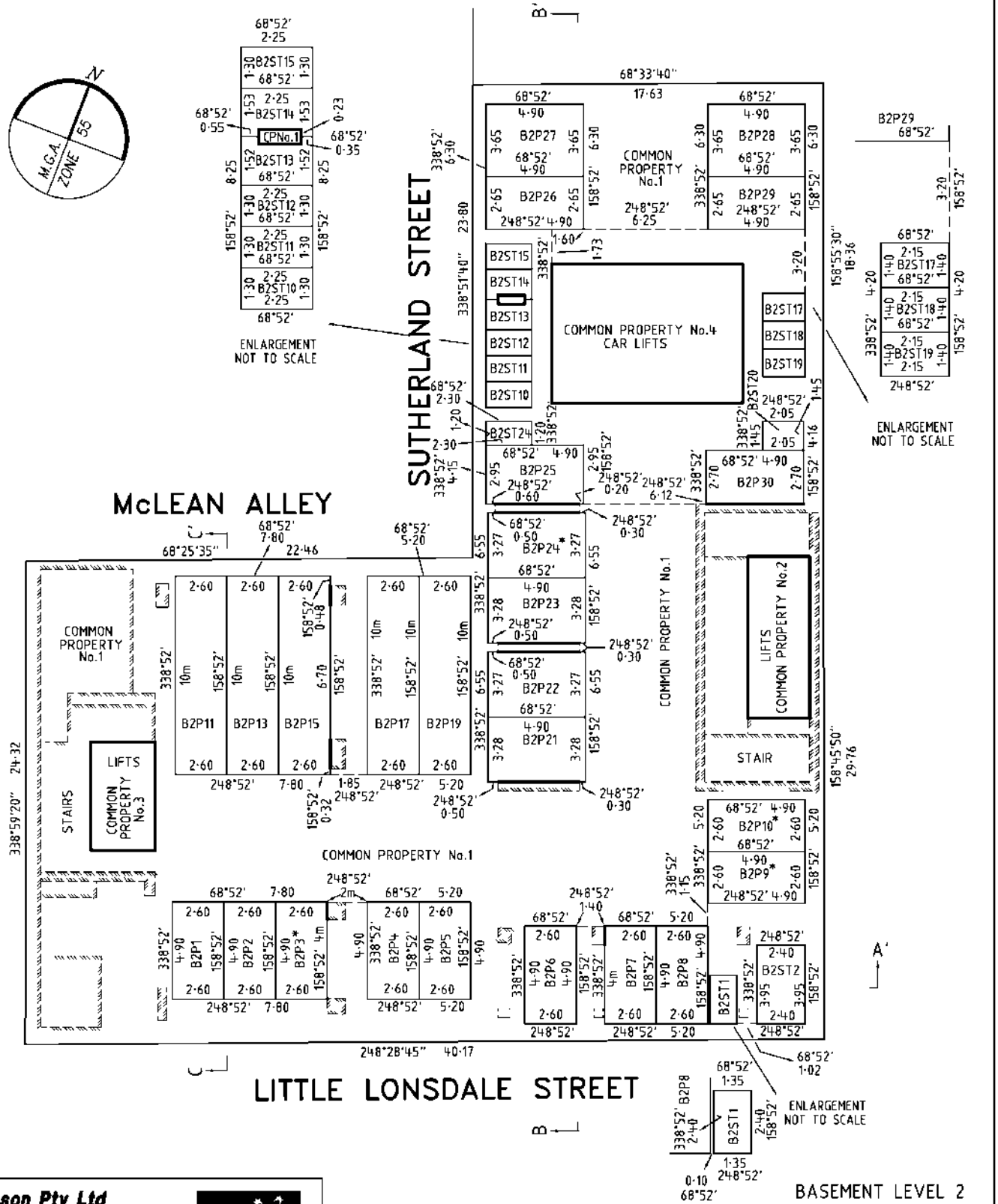
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BASEMENT LEVEL 2
RL 9·60m AHD
AND BELOW
DIAGRAM 5

Sheet 6

ORIGINAL

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SHEET SIZE A3

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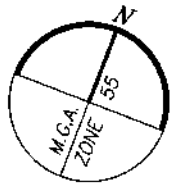
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SEE ALSO SECTION A-A' & B-B'

BASEMENT LEVEL 1
DIAGRAM 6

Sheet 7

ORIGINAL

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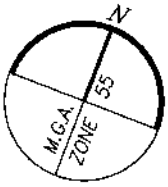
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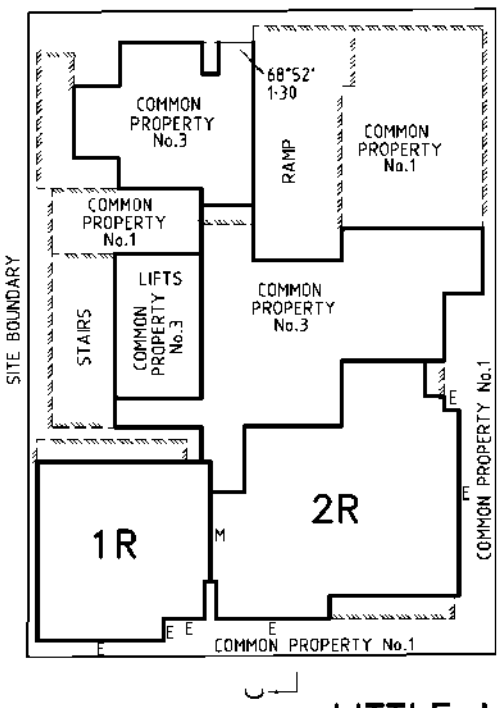
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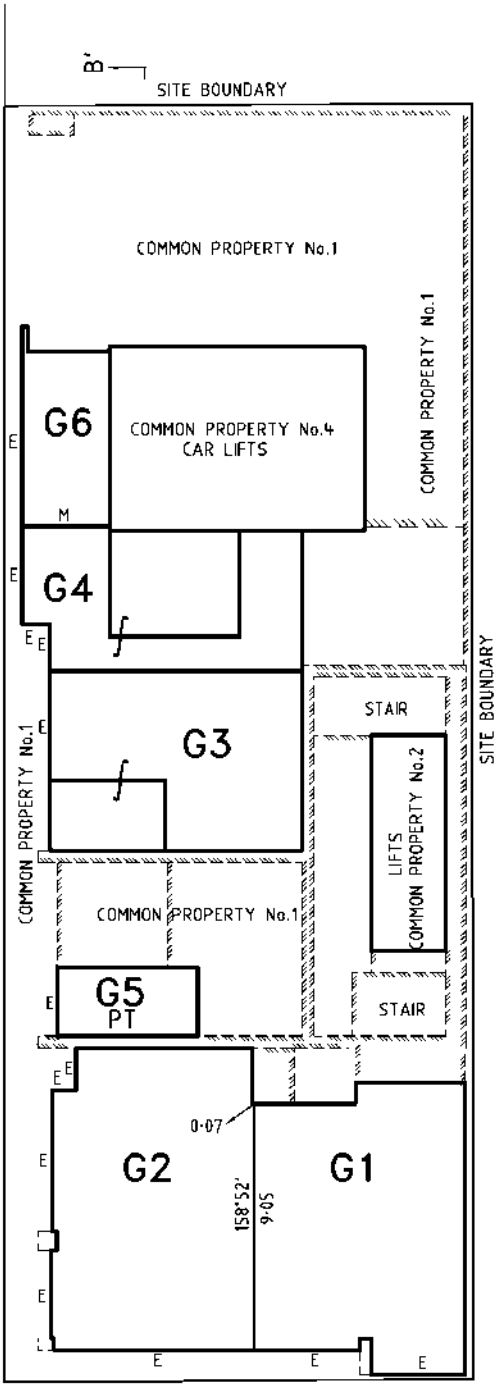


McLEAN ALLEY

SUTHERLAND STREET

LITTLE LONSDALE STREET





MELBOURNE SKY
GROUND LEVEL
DIAGRAM 7

MELBOURNE STAR
GROUND LEVEL
DIAGRAM 7A

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Sheet 8

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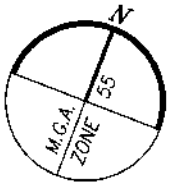
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Sheet 9

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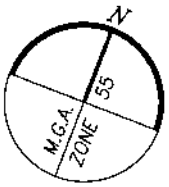
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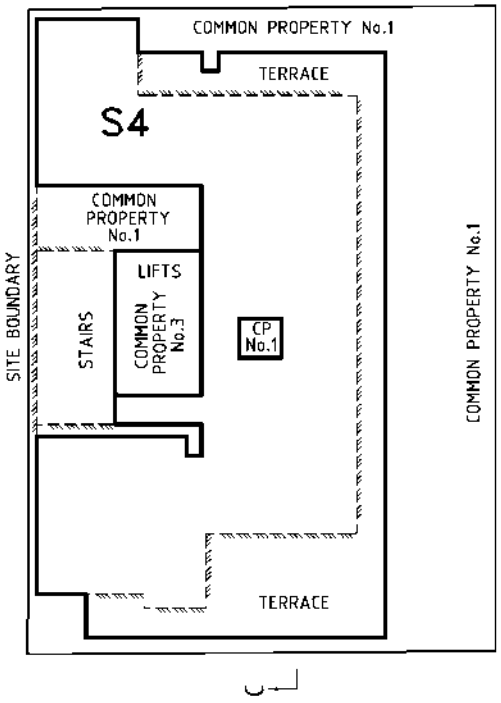
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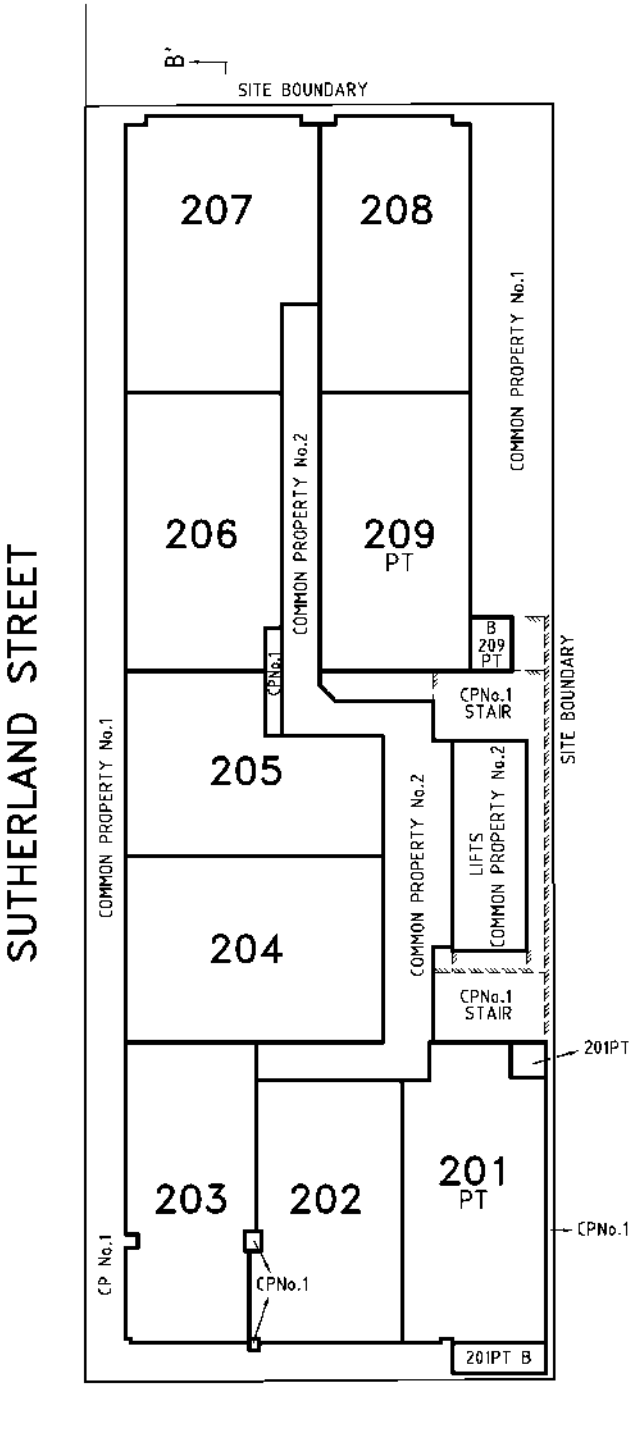
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PLAN OF SUBDIVISION

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LITTLE LONSDALE STREET

MELBOURNE SKY
LEVEL 2
DIAGRAM 9

B

MELBOURNE STAR
LEVEL 2
DIAGRAM 9A

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Sheet 10

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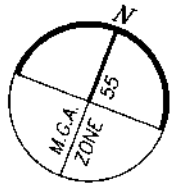
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PLAN OF SUBDIVISION

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MELBOURNE SKY
LEVEL 3
DIAGRAM 10

MELBOURNE STAR
LEVEL 3
DIAGRAM 10A

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Sheet 11

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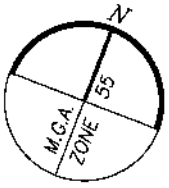
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PLAN OF SUBDIVISION

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LITTLE LONSDALE STREET

MELBOURNE SKY
LEVELS 4 & 5
DIAGRAM 11

MELBOURNE STAR
LEVEL 4
DIAGRAM 11A

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Sheet 12

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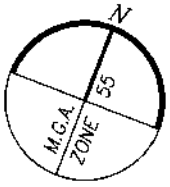
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Sheet 13

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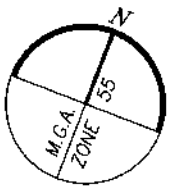
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Sheet 14

ORIGINAL

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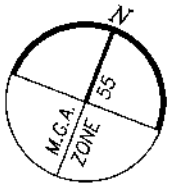
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PLAN OF SUBDIVISION

Plan Number
PS 624531N



MELBOURNE SKY
LEVEL 8
DIAGRAM 14

MELBOURNE STAR
LEVEL 8
DIAGRAM 14A

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Sheet 15

ORIGINAL

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SHEET SIZE A3

SCALE
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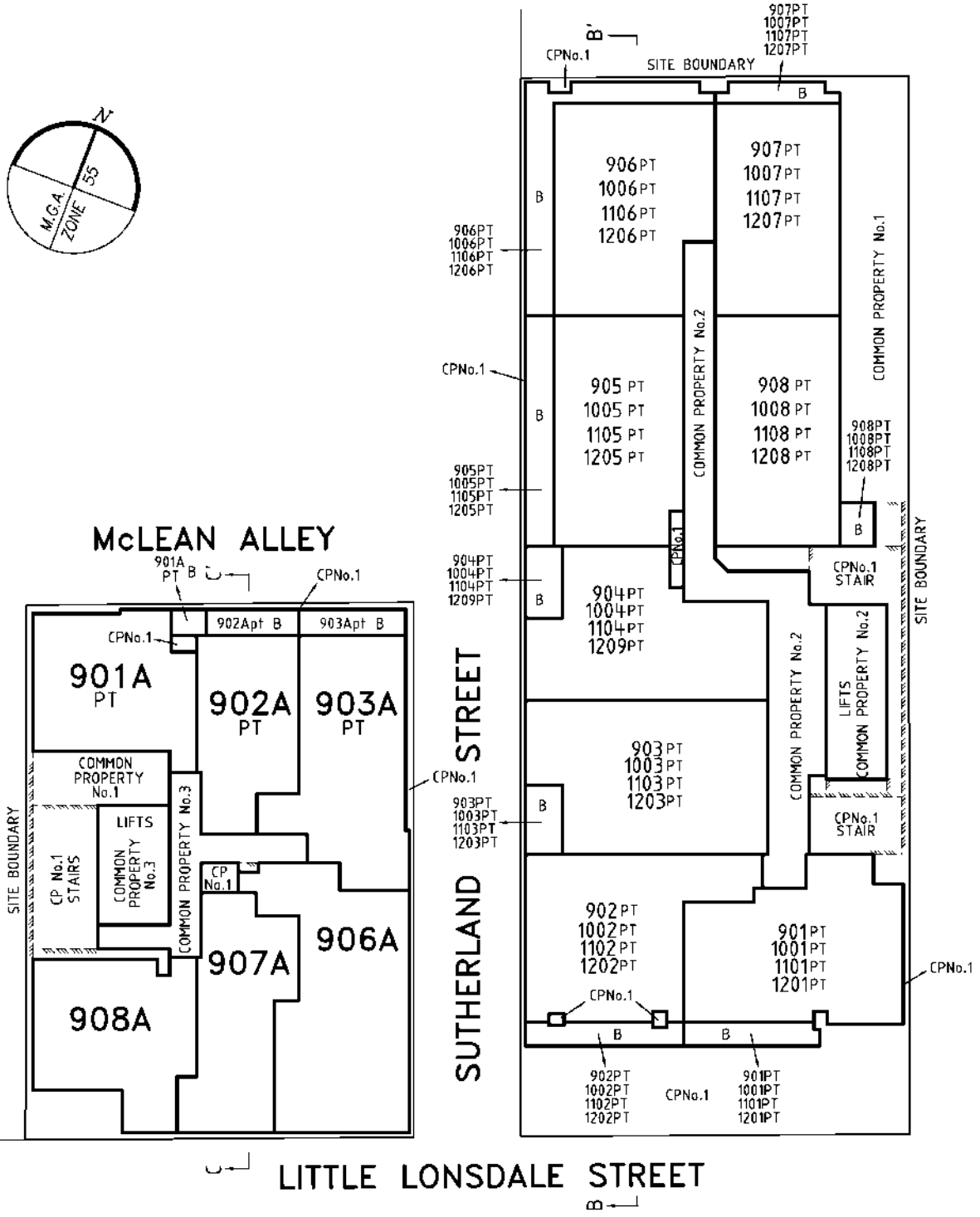
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PLAN OF SUBDIVISION

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MELBOURNE SKY
LEVEL 9
DIAGRAM 15

MELBOURNE STAR
LEVELS 9, 10, 11 & 12
DIAGRAM 15A

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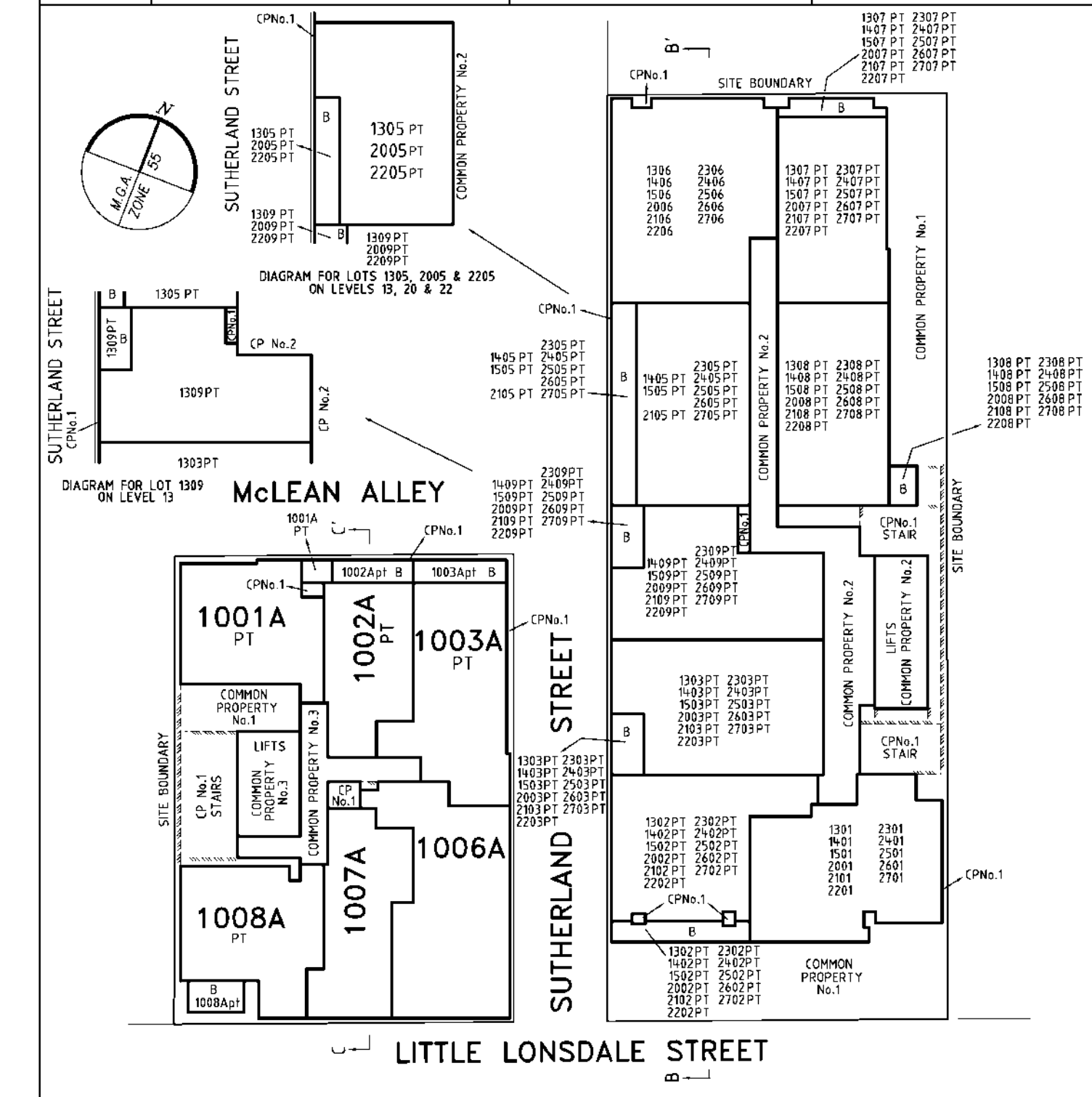
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PLAN OF SUBDIVISION

Plan Number

PS 624531N



MELBOURNE SKY
LEVEL 10
DIAGRAM 16

MELBOURNE STAR
LEVELS 13, 14, 15, 20, 21, 22, 23, 24, 25, 26 & 27
DIAGRAM 16A

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

Sheet 17

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE 2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

SIGNATURE DIGITALLY SIGNED DATE / /

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DATE / /

COUNCIL DELEGATE SIGNATURE

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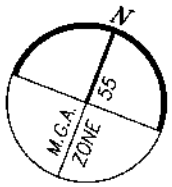
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PLAN OF SUBDIVISION

Plan Number

PS 624531N



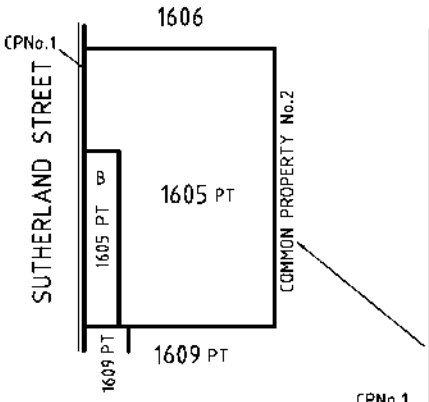
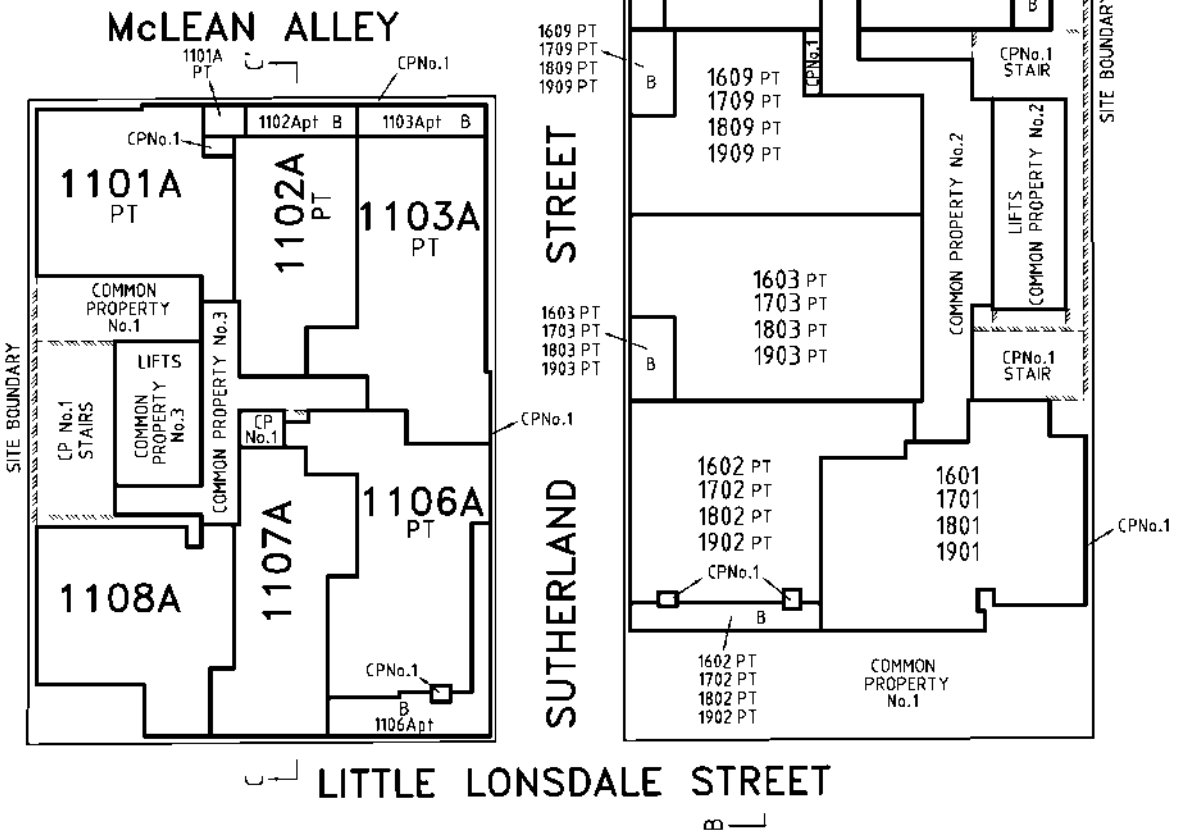


DIAGRAM FOR LOT 1605
ON LEVEL 16



LITTLE LONSDALE STREET

MELBOURNE SKY
LEVEL 11
DIAGRAM 17

MELBOURNE STAR
LEVELS 16, 17, 18 & 19
DIAGRAM 17A

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Sheet 18

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE

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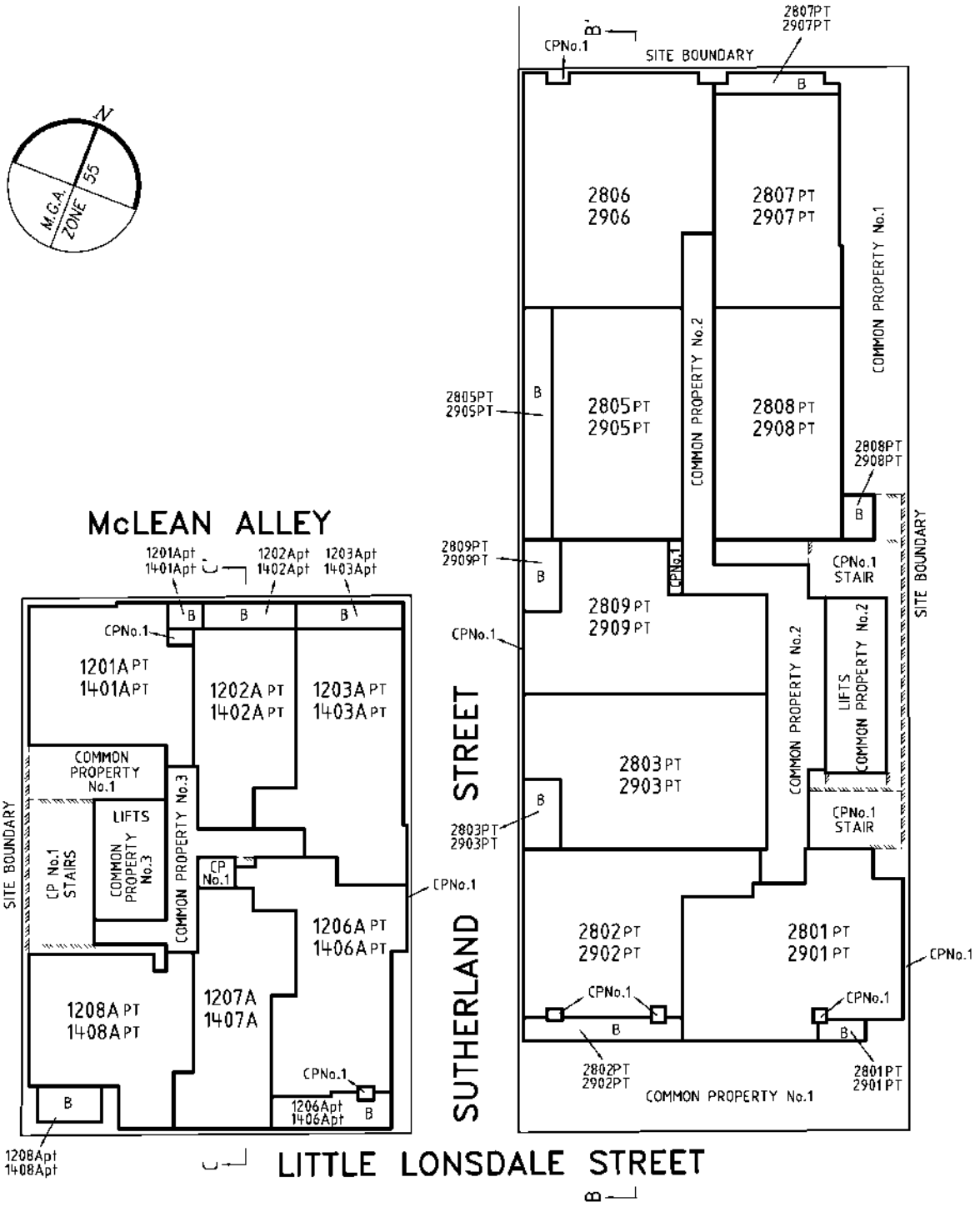
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PLAN OF SUBDIVISION

Plan Number

PS 624531N



MELBOURNE SKY
LEVELS 12 & 14
DIAGRAM 18

MELBOURNE STAR
LEVELS 28 & 29
DIAGRAM 18A

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Sheet 19

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE 2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

SIGNATURE DIGITALLY SIGNED DATE / /

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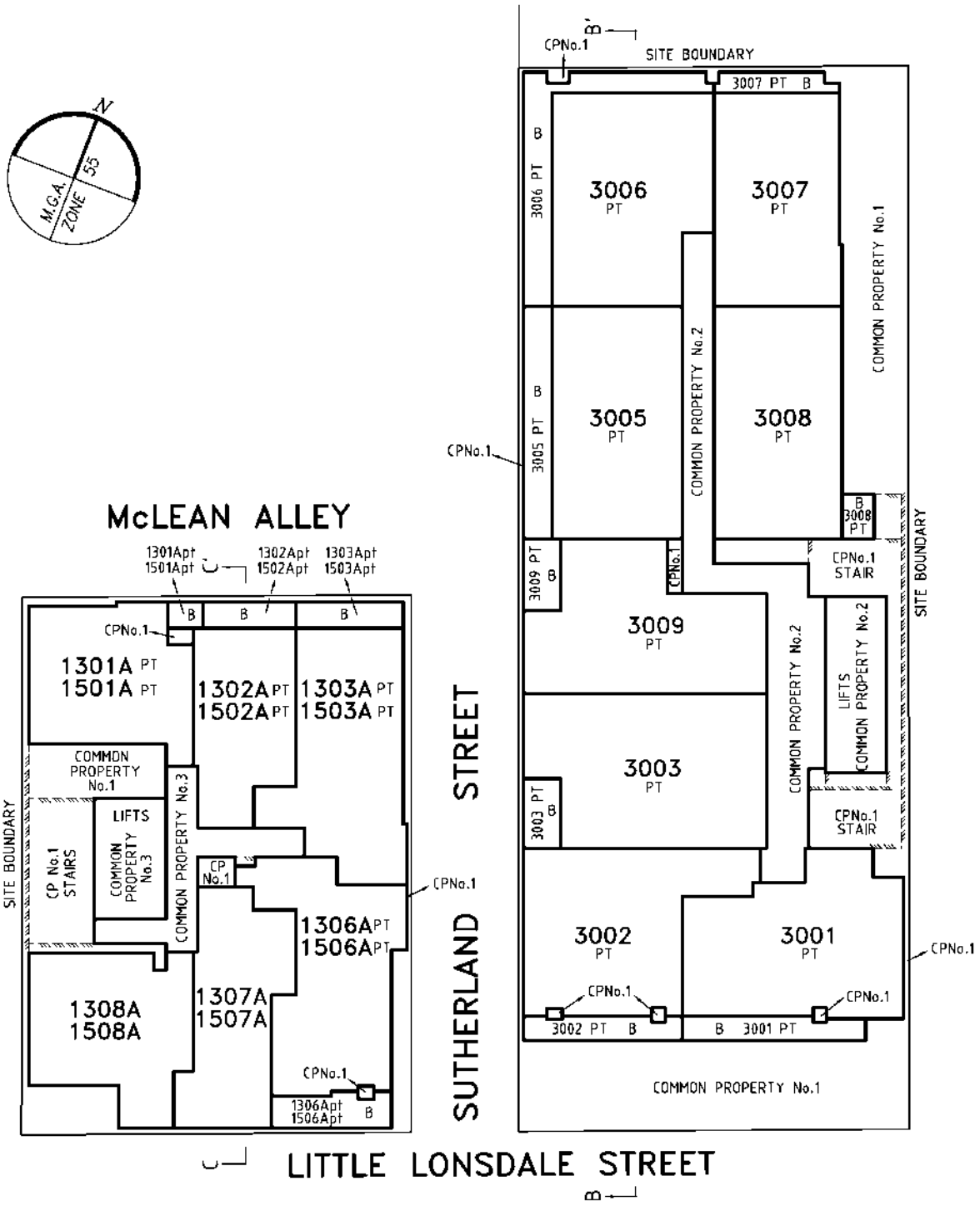
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PLAN OF SUBDIVISION

Plan Number

PS 624531N



MELBOURNE SKY
LEVELS 13 & 15
DIAGRAM 19

MELBOURNE STAR
LEVEL 30
DIAGRAM 19A

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Sheet 20

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE 2 0 4 8

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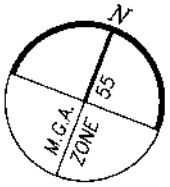
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PLAN OF SUBDIVISION

Plan Number

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MELBOURNE SKY
LEVEL 16
DIAGRAM 20

MELBOURNE STAR
LEVELS 31 & 32
DIAGRAM 20A

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Sheet 21

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE 2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

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DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

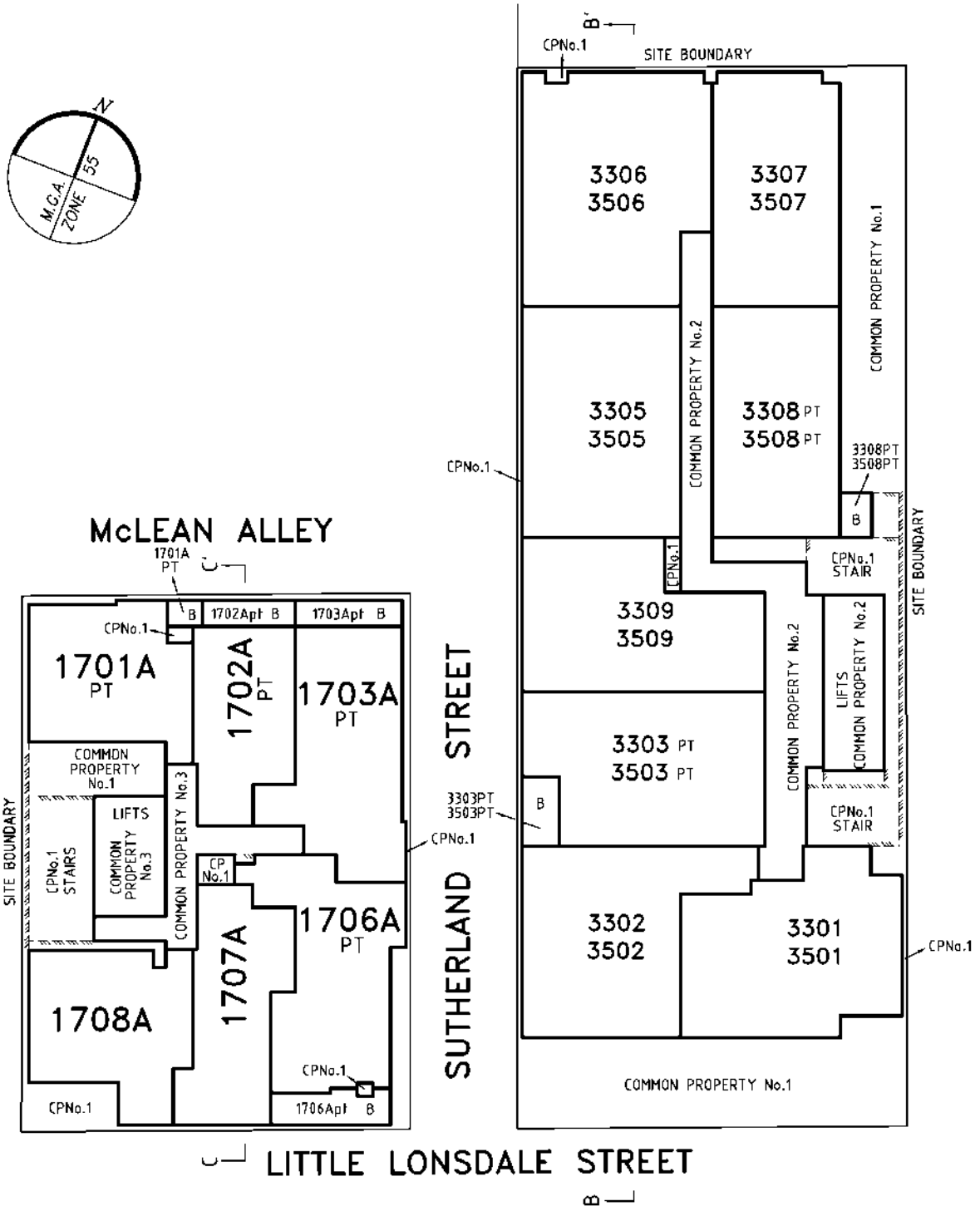
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PLAN OF SUBDIVISION

Plan Number
PS 624531N



MELBOURNE SKY
LEVEL 17
DIAGRAM 21

MELBOURNE STAR
LEVELS 33 & 35
DIAGRAM 21A

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Sheet 22

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

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COUNCIL DELEGATE SIGNATURE
Original sheet size A3

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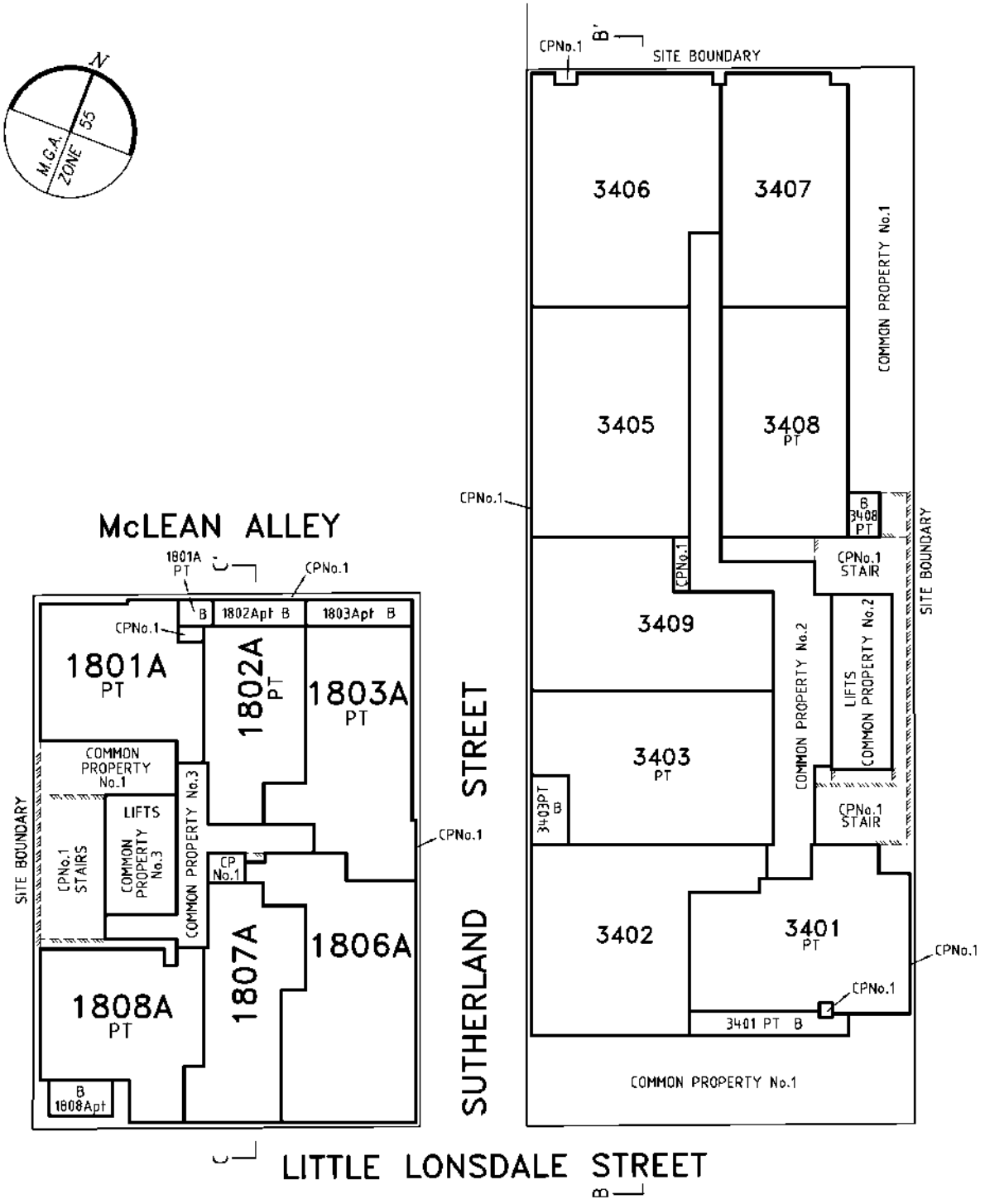
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MELBOURNE SKY
LEVEL 18
DIAGRAM 22

MELBOURNE STAR
LEVEL 34
DIAGRAM 22A

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Sheet 23

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE 2 0 4 8

LENGTHS ARE IN METRES

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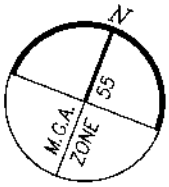
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PLAN OF SUBDIVISION

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PS 624531N



MELBOURNE SKY
LEVEL 19
DIAGRAM 23

MELBOURNE STAR
LEVELS 36, 37, 38 & 39
DIAGRAM 23A

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Sheet 24

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE 2 0 4 8

LENGTHS ARE IN METRES

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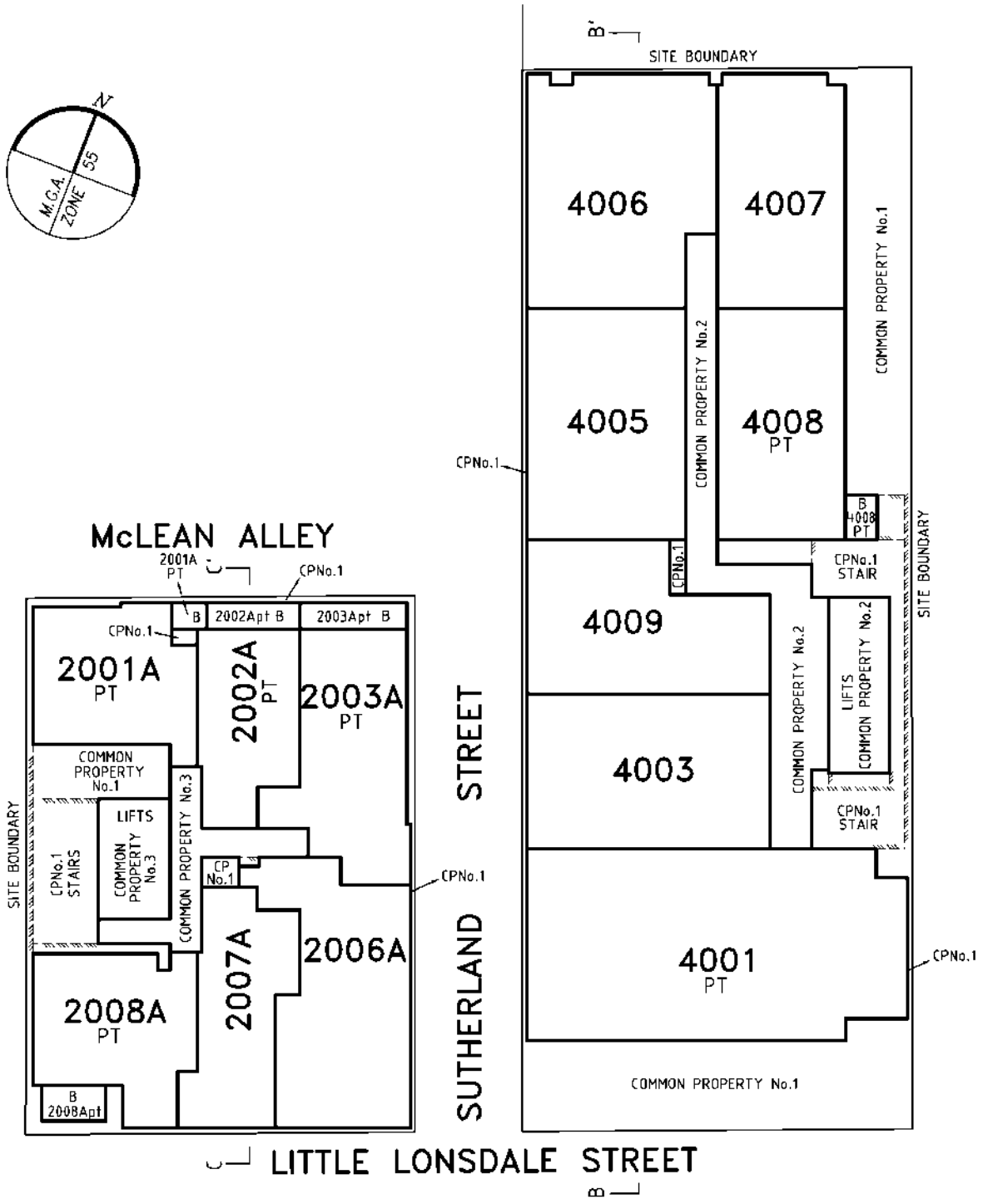
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PLAN OF SUBDIVISION

Plan Number
PS 624531N



MELBOURNE SKY
LEVEL 20
DIAGRAM 24

MELBOURNE STAR
LEVEL 40
DIAGRAM 24A

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Sheet 25

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE 2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
SIGNATURE DIGITALLY SIGNED DATE / /
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DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

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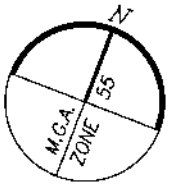
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PLAN OF SUBDIVISION

Plan Number

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MELBOURNE SKY
LEVELS 21,23,25,27 & 29
DIAGRAM 25

MELBOURNE STAR
ROOF GARDEN LEVEL
DIAGRAM 25A

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Sheet 26

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE 2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

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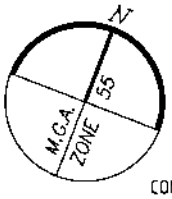
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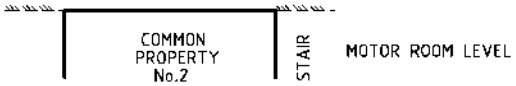
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PLAN OF SUBDIVISION

Plan Number
PS 624531N



COMMON PROPERTY No.1



SECTION D-D'
NOT TO SCALE

MELBOURNE SKY
LEVELS 22,24,26 & 28
DIAGRAM 26

MELBOURNE STAR
MOTOR ROOM LEVEL
DIAGRAM 26A

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Sheet 27

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE
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LENGTHS ARE IN METRES

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SIGNATURE DIGITALLY SIGNED DATE / /
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DATE / /
COUNCIL DELEGATE SIGNATURE
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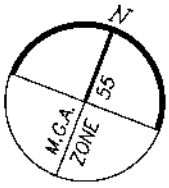
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PLAN OF SUBDIVISION

Plan Number
PS 624531N



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Sheet 28

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
SIGNATURE DIGITALLY SIGNED DATE / /
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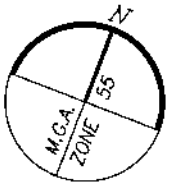
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Sheet 29

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

SCALE

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

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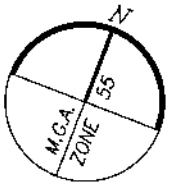
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PLAN OF SUBDIVISION

Plan Number
PS 624531N



B

SITE BOUNDARY

REFER TO SHEETS 2 TO 27
FOR FURTHER DETAILS

SITE BOUNDARY

McLEAN ALLEY

C

SUTHERLAND STREET

COMMON PROPERTY No.1

SITE BOUNDARY

CPNo.1 STAIRS

COMMON PROPERTY No.3

COMMON PROPERTY No.1

C

LITTLE LONSDALE STREET

B

MELBOURNE SKY
ROOF LEVEL
DIAGRAM 29

MELBOURNE STAR

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Sheet 30

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

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REF 6601003
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25/09/13 VERSION E

DATE / /

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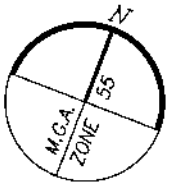
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PLAN OF SUBDIVISION

Plan Number
PS 624531N



COMMON PROPERTY No.1

COMMON PROPERTY No.3

MOTOR ROOM LEVEL

SECTION E-E'
NOT TO SCALE

B

SITE BOUNDARY

REFER TO SHEETS 2 TO 27
FOR DETAILS

SITE BOUNDARY

McLEAN ALLEY

C

E'

E

SITE BOUNDARY

CP No.1 STAIRS

COMMON PROPERTY No.3

COMMON PROPERTY No.1

SUTHERLAND STREET

C

LITTLE LONSDALE STREET

B

MELBOURNE SKY
MOTOR ROOM LEVEL
DIAGRAM 30

MELBOURNE STAR

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Sheet 31

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

SIGNATURE DIGITALLY SIGNED DATE / /

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DWG 660100AE

25/09/13 VERSION E

DATE / /

COUNCIL DELEGATE SIGNATURE

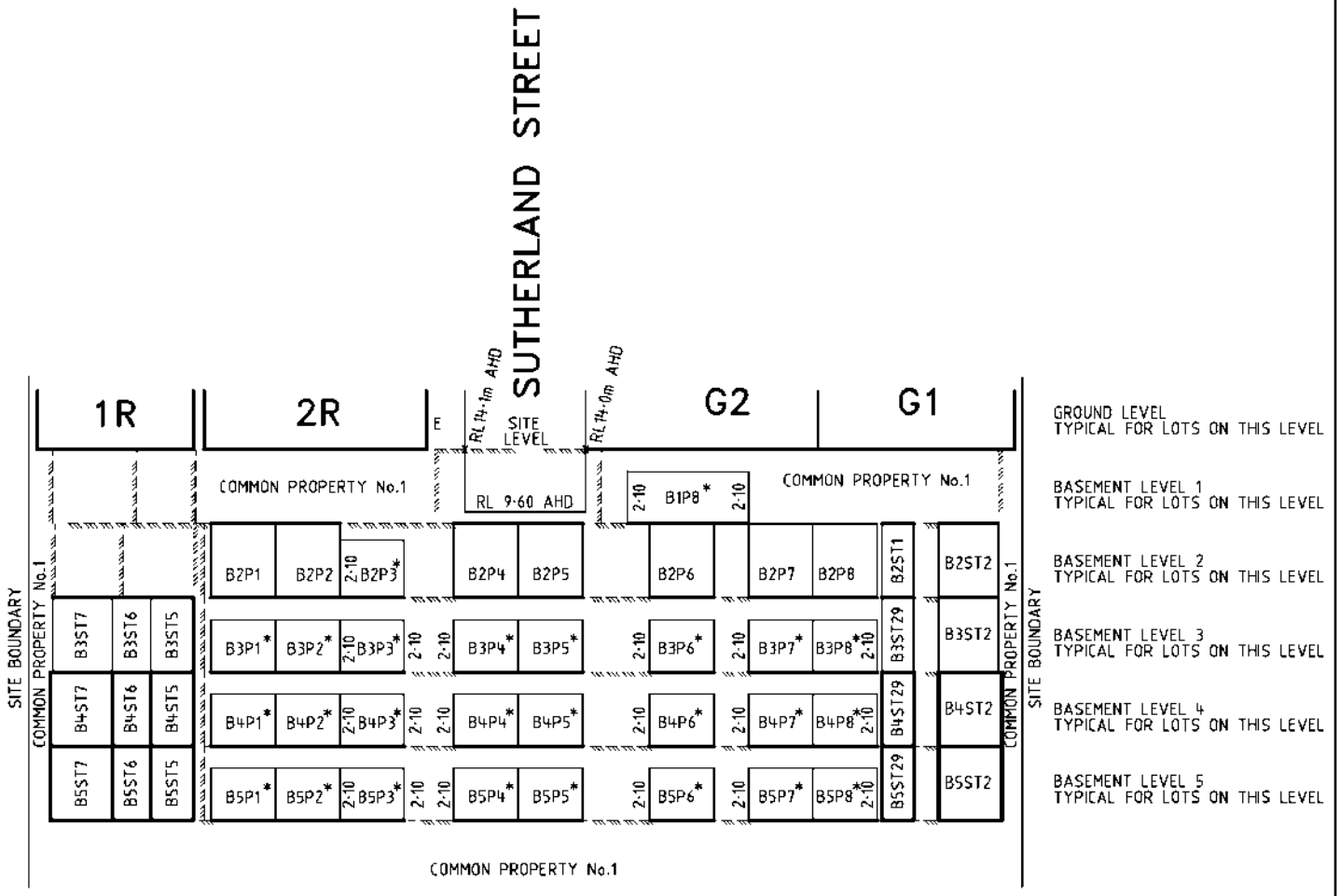
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PLAN OF SUBDIVISION

Plan Number
PS 624531N



SECTION A–A'
NOT TO SCALE

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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB

Sheet 32

ORIGINAL SCALE | SHEET SIZE A3

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LENGTHS ARE IN METRES

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SIGNATURE DIGITALLY SIGNED DATE / /
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VERSION E

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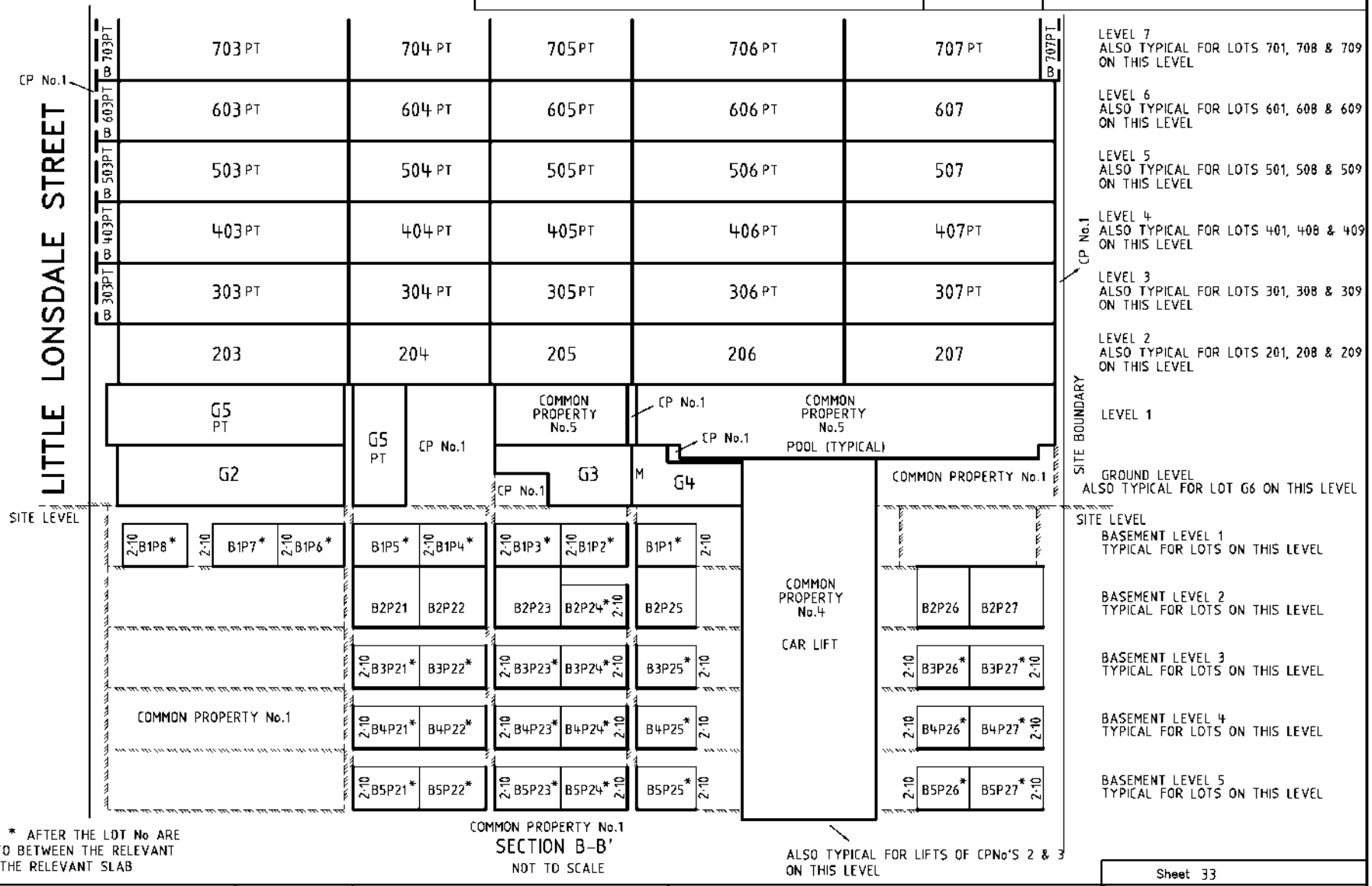
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SEE SHEET 34 FOR CONTINUATION

PLAN OF SUBDIVISION

Plan Number

PS 624531N



PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB

Sheet 33

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ORIGINAL

SCALE | SHEET SIZE A3

SCALE

0

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

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VERSION E

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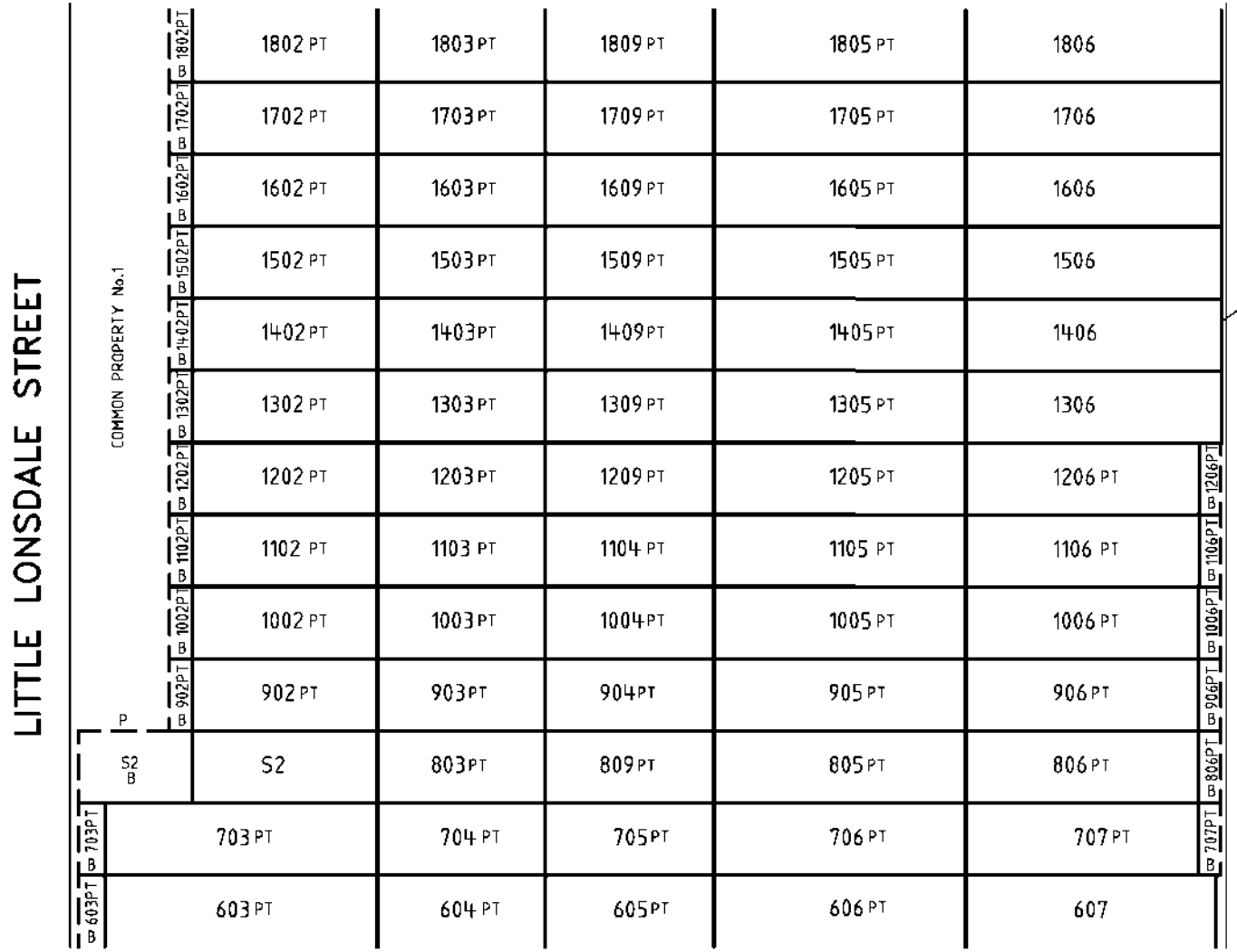
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PLAN OF SUBDIVISION

Plan Number

PS 624531N

SEE SHEET 35 FOR CONTINUATION



LEVEL 18
ALSO TYPICAL FOR LOTS 1801, 1807 & 1808
ON THIS LEVEL

LEVEL 17
ALSO TYPICAL FOR LOTS 1701, 1707 & 1708
ON THIS LEVEL

LEVEL 16
ALSO TYPICAL FOR LOTS 1601, 1607 & 1608
ON THIS LEVEL

LEVEL 15
ALSO TYPICAL FOR LOTS 1501, 1507 & 1508
ON THIS LEVEL

LEVEL 14
ALSO TYPICAL FOR LOTS 1401, 1407 & 1408
ON THIS LEVEL

LEVEL 13
ALSO TYPICAL FOR LOTS 1301, 1307 & 1308
ON THIS LEVEL

LEVEL 12
ALSO TYPICAL FOR LOTS 1201, 1207 & 1208
ON THIS LEVEL

LEVEL 11
ALSO TYPICAL FOR LOTS 1101, 1107 & 1108
ON THIS LEVEL

LEVEL 10
ALSO TYPICAL FOR LOTS 1001, 1007 & 1008
ON THIS LEVEL

LEVEL 9
ALSO TYPICAL FOR LOTS 901, 907 & 908
ON THIS LEVEL

LEVEL 8
ALSO TYPICAL FOR LOTS 807 & 808
ON THIS LEVEL

LEVEL 7
ALSO TYPICAL FOR LOTS 701, 708 & 709
ON THIS LEVEL

SEE SHEET 33 FOR CONTINUATION

SECTION B-B'
NOT TO SCALE

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ORIGINAL

SCALE | SHEET SIZE A3

SCALE

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Sheet 34

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PLAN OF SUBDIVISION

Plan Number

PS 624531N

SEE SHEET 36 FOR CONTINUATION

LITTLE LONSDALE STREET

COMMON PROPERTY No.1

B 2902PT	2902 PT	2903 PT	2909 PT	2905 PT	2906
B 2802PT	2802 PT	2803 PT	2809 PT	2805 PT	2806
B 2702PT	2702 PT	2703 PT	2709 PT	2705 PT	2706
B 2602PT	2602 PT	2603 PT	2609 PT	2605 PT	2606
B 2502PT	2502 PT	2503 PT	2509 PT	2505 PT	2506
B 2402PT	2402 PT	2403 PT	2409 PT	2405 PT	2406
B 2302PT	2302 PT	2303 PT	2309 PT	2305 PT	2306
B 2202PT	2202 PT	2203 PT	2209 PT	2205 PT	2206
B 2102PT	2102 PT	2103 PT	2109 PT	2105 PT	2106
B 2002PT	2002 PT	2003 PT	2009 PT	2005 PT	2006
B 1902PT	1902 PT	1903 PT	1909 PT	1905 PT	1906
B 1802PT	1802 PT	1803 PT	1809 PT	1805 PT	1806
B 1702PT	1702 PT	1703 PT	1709 PT	1705 PT	1706

SITE BOUNDARY

CP No.1

LEVEL 29
ALSO TYPICAL FOR LOTS 2901, 2907 & 2908 ON THIS LEVEL

LEVEL 28
ALSO TYPICAL FOR LOTS 2801, 2807 & 2808 ON THIS LEVEL

LEVEL 27
ALSO TYPICAL FOR LOTS 2701, 2707 & 2708 ON THIS LEVEL

LEVEL 26
ALSO TYPICAL FOR LOTS 2601, 2607 & 2608 ON THIS LEVEL

LEVEL 25
ALSO TYPICAL FOR LOTS 2501, 2507 & 2508 ON THIS LEVEL

LEVEL 24
ALSO TYPICAL FOR LOTS 2401, 2407 & 2408 ON THIS LEVEL

LEVEL 23
ALSO TYPICAL FOR LOTS 2301, 2307 & 2308 ON THIS LEVEL

LEVEL 22
ALSO TYPICAL FOR LOTS 2201, 2207 & 2208 ON THIS LEVEL

LEVEL 21
ALSO TYPICAL FOR LOTS 2101, 2107 & 2108 ON THIS LEVEL

LEVEL 20
ALSO TYPICAL FOR LOTS 2001, 2007 & 2008 ON THIS LEVEL

LEVEL 19
ALSO TYPICAL FOR LOTS 1901, 1907 & 1908 ON THIS LEVEL

LEVEL 18
ALSO TYPICAL FOR LOTS 1801, 1807 & 1808 ON THIS LEVEL

LEVEL 17
ALSO TYPICAL FOR LOTS 1701, 1707 & 1708 ON THIS LEVEL

SEE SHEET 34 FOR CONTINUATION

SECTION B-B'
NOT TO SCALE

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ORIGINAL

SCALE | SHEET SIZE A3

SCALE

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LENGTHS ARE IN METRES

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25/09/13 VERSION E

Sheet 35

DATE / /

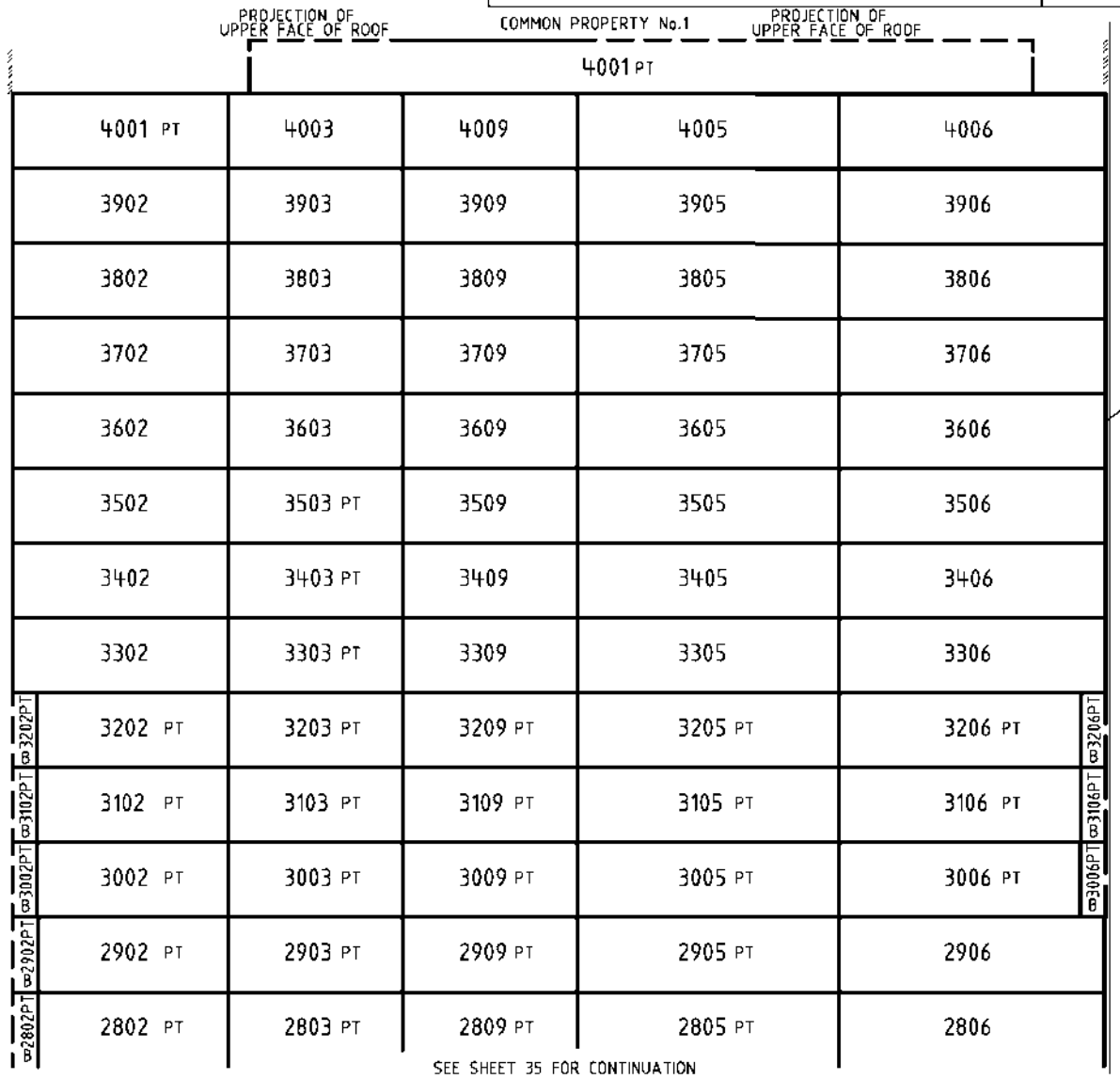
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PLAN OF SUBDIVISION

Plan Number

PS 624531N



SECTION B–B'
NOT TO SCALE

SEE SHEET 35 FOR CONTINUATION

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	A3

SCALE

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Sheet 36

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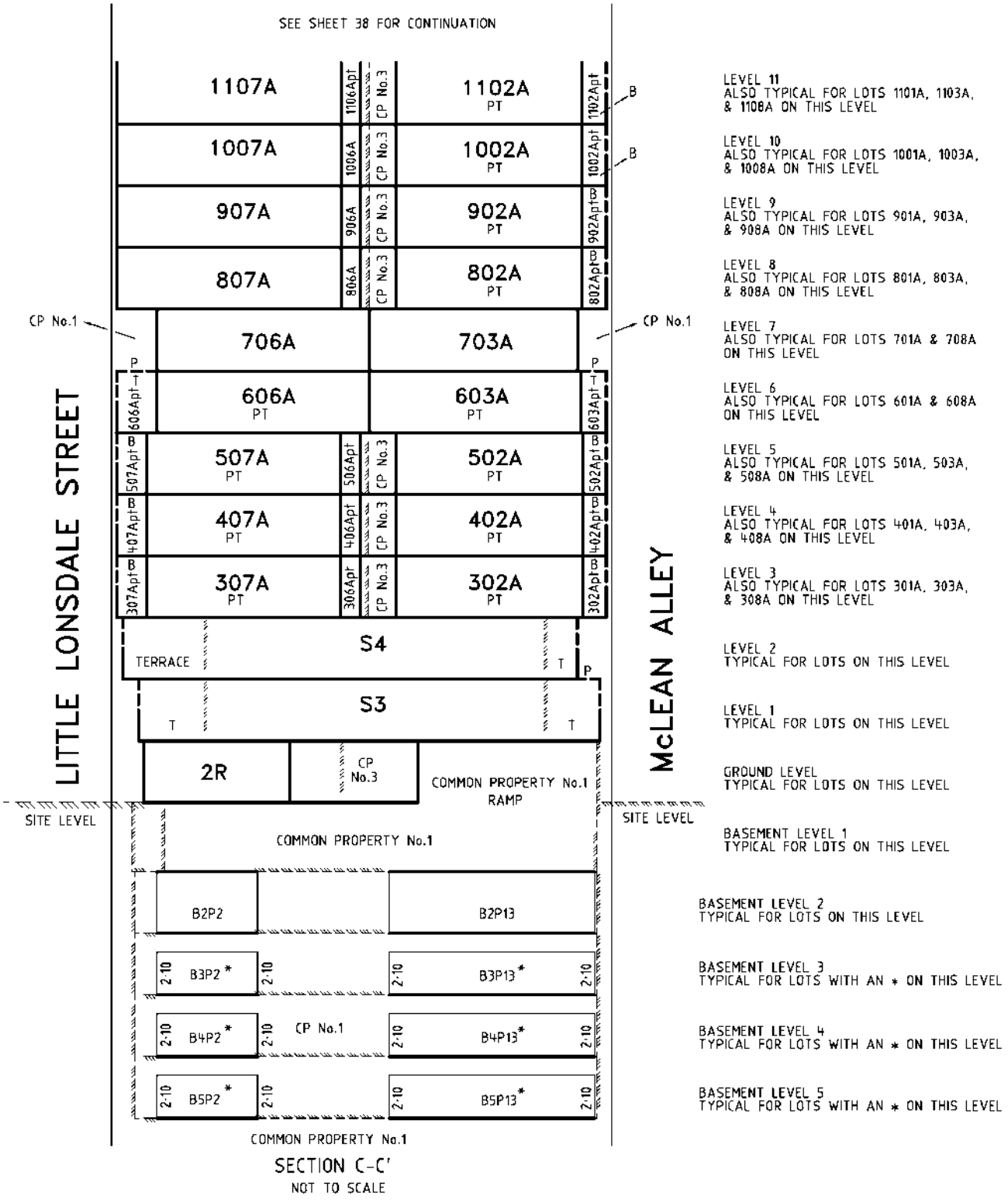
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PLAN OF SUBDIVISION

Plan Number

PS 624531N



SECTION C-C'
NOT TO SCALE

LEVEL 11
ALSO TYPICAL FOR LOTS 1101A, 1103A, & 1108A ON THIS LEVEL

LEVEL 10
ALSO TYPICAL FOR LOTS 1001A, 1003A, & 1008A ON THIS LEVEL

LEVEL 9
ALSO TYPICAL FOR LOTS 901A, 903A, & 908A ON THIS LEVEL

LEVEL 8
ALSO TYPICAL FOR LOTS 801A, 803A, & 808A ON THIS LEVEL

LEVEL 7
ALSO TYPICAL FOR LOTS 701A & 708A ON THIS LEVEL

LEVEL 6
ALSO TYPICAL FOR LOTS 601A & 608A ON THIS LEVEL

LEVEL 5
ALSO TYPICAL FOR LOTS 501A, 503A, & 508A ON THIS LEVEL

LEVEL 4
ALSO TYPICAL FOR LOTS 401A, 403A, & 408A ON THIS LEVEL

LEVEL 3
ALSO TYPICAL FOR LOTS 301A, 303A, & 308A ON THIS LEVEL

LEVEL 2
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 1
TYPICAL FOR LOTS ON THIS LEVEL

GROUND LEVEL
TYPICAL FOR LOTS ON THIS LEVEL

BASEMENT LEVEL 1
TYPICAL FOR LOTS ON THIS LEVEL

BASEMENT LEVEL 2
TYPICAL FOR LOTS ON THIS LEVEL

BASEMENT LEVEL 3
TYPICAL FOR LOTS WITH AN * ON THIS LEVEL

BASEMENT LEVEL 4
TYPICAL FOR LOTS WITH AN * ON THIS LEVEL

BASEMENT LEVEL 5
TYPICAL FOR LOTS WITH AN * ON THIS LEVEL

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PART OF LOTS DEFINED WITH A * AFTER THE LOT No ARE LIMITED IN DEPTH AND HEIGHT TO BETWEEN THE RELEVANT SLAB LEVEL AND 2·10m ABOVE THE RELEVANT SLAB

Sheet 37

ORIGINAL

SCALE 1:200

SHEET SIZE A3

SCALE 2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

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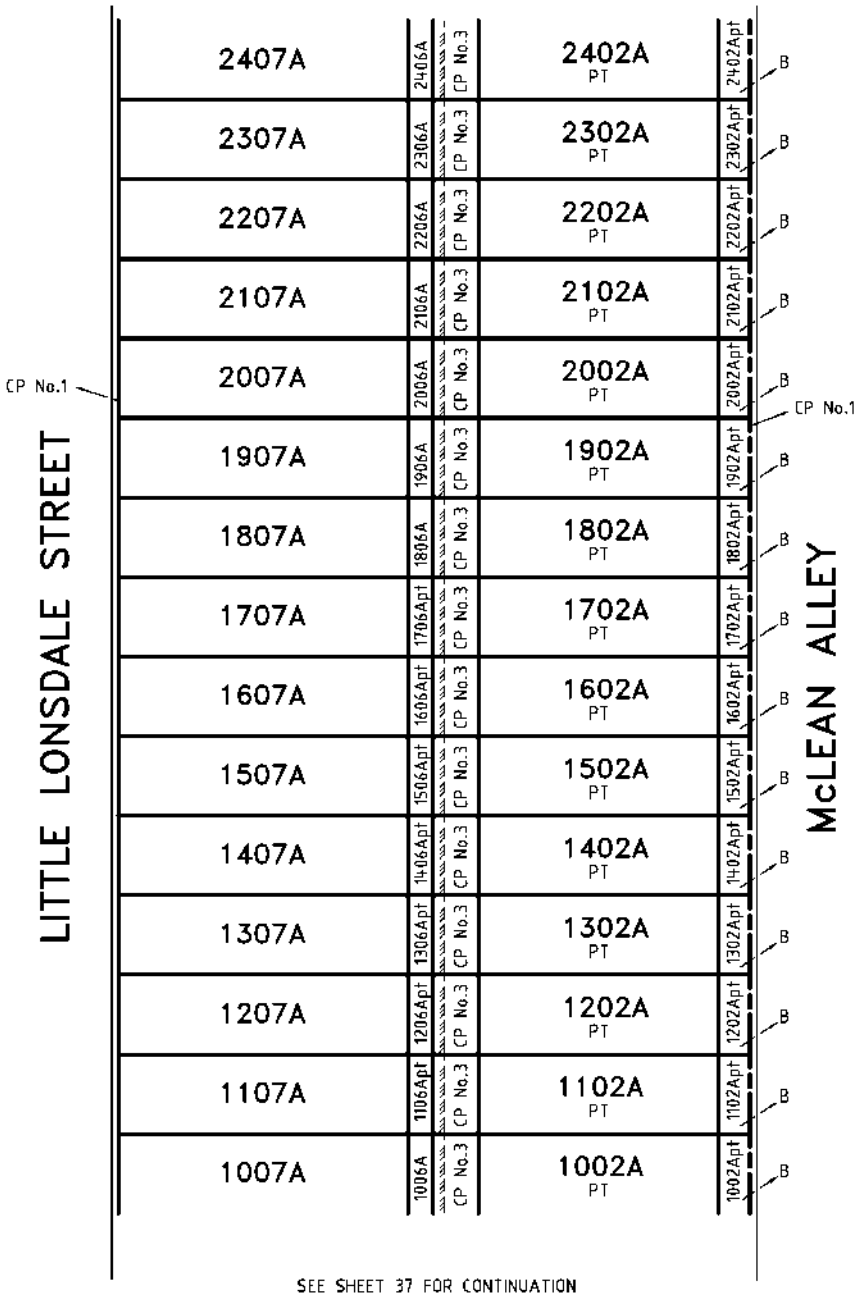
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PLAN OF SUBDIVISION

Plan Number

PS 624531N

SEE SHEET 39 FOR CONTINUATION



LEVEL 24
ALSO TYPICAL FOR LOTS 2401A, 2403A, & 2408A ON THIS LEVEL

LEVEL 23
ALSO TYPICAL FOR LOTS 2301A, 2303A, & 2308A ON THIS LEVEL

LEVEL 22
ALSO TYPICAL FOR LOTS 2201A, 2203A, & 2208A ON THIS LEVEL

LEVEL 21
ALSO TYPICAL FOR LOTS 2101A, 2103A, & 2108A ON THIS LEVEL

LEVEL 20
ALSO TYPICAL FOR LOTS 2001A, 2003A, & 2008A ON THIS LEVEL

LEVEL 19
ALSO TYPICAL FOR LOTS 1901A, 1903A, & 1908A ON THIS LEVEL

LEVEL 18
ALSO TYPICAL FOR LOTS 1801A, 1803A, & 1808A ON THIS LEVEL

LEVEL 17
ALSO TYPICAL FOR LOTS 1701A, 1703A, & 1708A ON THIS LEVEL

LEVEL 16
ALSO TYPICAL FOR LOTS 1601A, 1603A, & 1608A ON THIS LEVEL

LEVEL 15
ALSO TYPICAL FOR LOTS 1501A, 1503A, & 1508A ON THIS LEVEL

LEVEL 14
ALSO TYPICAL FOR LOTS 1401A, 1403A, & 1408A ON THIS LEVEL

LEVEL 13
ALSO TYPICAL FOR LOTS 1301A, 1303A, & 1308A ON THIS LEVEL

LEVEL 12
ALSO TYPICAL FOR LOTS 1201A, 1203A, & 1208A ON THIS LEVEL

LEVEL 11
ALSO TYPICAL FOR LOTS 1101A, 1103A, & 1108A ON THIS LEVEL

LEVEL 10
ALSO TYPICAL FOR LOTS 1001A, 1003A, & 1008A ON THIS LEVEL

SEE SHEET 37 FOR CONTINUATION

SECTION C-C'
NOT TO SCALE

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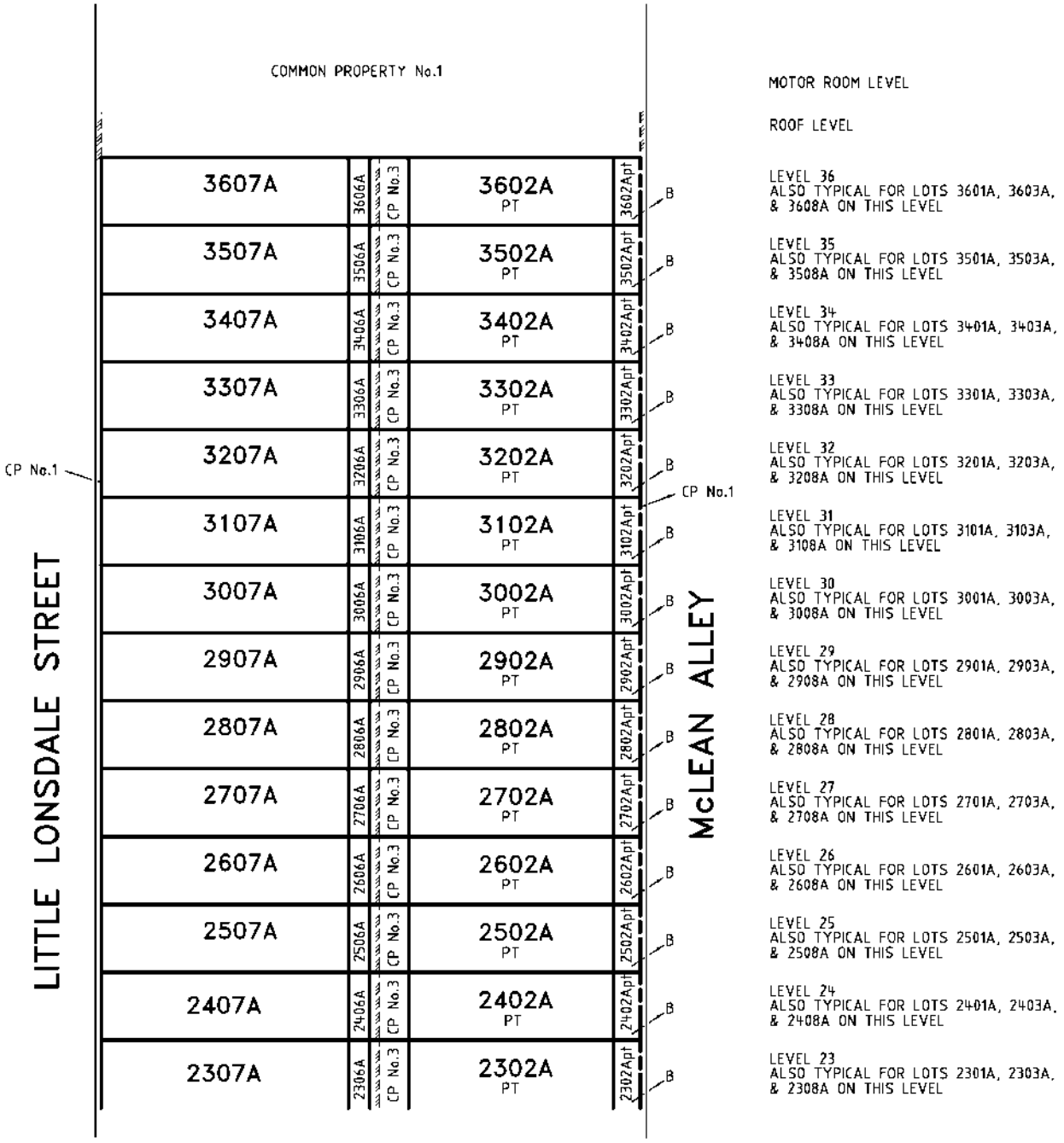
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PLAN OF SUBDIVISION

Plan Number
PS 624531N



SEE SHEET 38 FOR CONTINUATION

SECTION C-C'
NOT TO SCALE

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Sheet 39

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SCALE
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REF 6601003
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DATE / /
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CITY OF MELBOURNE

Plan of Subdivision PS624531N/S1
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S036946C
Plan Number: PS624531N/S1
Responsible Authority Name: Melbourne City Council
Responsible Authority Reference Number 1: SA-2013-61
Responsible Authority Reference Number 2: TP-2013-437
Surveyor's Plan Version: E

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 been satisfied at Certification

Digitally signed by Council Delegate:	Leon Wilson
Organisation:	Melbourne City Council
Date:	11/10/2013

Signed by: Leon Kyle Wilson (Melbourne City Council) 11/10/2013

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RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS624531N

MASTER PLAN (STAGE 1) REGISTERED DATE 26/11/2013 TIME 12:38 pm

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
S2	LOTS G1, G2, G5, 202, 302, 402, 502, 602, 702, 801, 802 AND ADDITIONAL COMMON PROPERTY NO.1	STAGE PLAN	PS624531N/S2	14/01/14	2	LMA

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AH977840U
30/05/2011 $105.20 173

Application by a responsible authority for the making of a recording of an agreement
Section 181 (1) Planning & Environment Act 1987

Lodged By:

Name:	Hunt Hunt
Phone:	03 9602 9200
Address:	GPO Box 1533N, Melbourne 3001
Ref:	NAM:9538361
Customer Code:	1188V

Privacy Collection Statement
The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

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

Land: Lands contained in Certificates of Title Volume 10714 Folio 523, Volume 7405 Folio 938, Volume 7641 Folio 101 and part Certificate of Title Volume 3878 Folio 410 and part of former Sutherland Street, Melbourne together shown as Lot A and the Plan being lands known as Nos 280-286 and Nos 288-294 Little Lonsdale Street, Nos 1-11 and Nos 2-20 Sutherland Street, Nos 1-7 McLean Alley and part former Sutherland Street, Melbourne NOW = 11274-129 LOS 2/6/11

Applicant: Melbourne City Council ABN 55 370 219 287 of 90 Swanston Street, Melbourne, Victoria 3000

Section and Act under which agreement made:

s173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature for the Authority: .....

Name of Officer (full name) .....Kim Wood.....

(position) .....Chief Legal Counsel

Date: 27 / May / 2011

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AH977840U

30/05/2011 $105.20 173

Dated the 9th **day of** May **, 2011**

MELBOURNE CITY COUNCIL

and

BRADY SUTHERLAND PTY LTD ACN 127 866 826

Agreement under Section 173 of the *Planning and Environment Act* 1987

Land Lands contained in Certificates of Title Vol. 10714 Fol. 523; Vol. 7405 Fol. 938; Vol. 7641 Fol. 101 and part of Certificate of Title Vol. 3878 Fol. 410 and part former Sutherland Street, Melbourne together shown as Lot A on the Plan being lands known as Nos. 280-286 and Nos. 288-294 Little Lonsdale Street; Nos. 1-11 and Nos. 2-20 Sutherland Street; Nos. 1-7 McLean Alley and part former Sutherland Street, Melbourne.

MELBOURNE CITY COUNCIL
Legal Services Branch
3rd Floor Town Hall
90 Swanston Street
MELBOURNE VIC 3000

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AH977840U
30/05/2011 $105.20 173

SECTION 173 AGREEMENT

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AH977840U
30/05/2011 $105.20 173

DATE: 9th May 2011

PARTIES: **MELBOURNE CITY COUNCIL** of Town Hall, Swanston Street, Melbourne, Victoria 3000 ("Council")

The Party referred to in Item 1 of the Schedule ("Owner")

RECITALS:

A. The Council is a responsible authority for the administration of the Scheme pursuant to the provisions of the Act.

B. The Owner is or is entitled to be the registered proprietor of the Land,

C. The Minister for Planning has issued the Permit and Council has issued the Approval.

D. The Permit and the Approval allow the use or development and road discontinuance and sale of land referred to in Item 4 of the Schedule.

E. The Permit and the Approval are conditional on the Owner entering into an Agreement under Section 173 of the Act with the responsible authority. The Agreement must provide for the matters referred to in Item 5 of the Schedule.

F. The subject land is encumbered by a Mortgage, details of which are referred to in Item 6 of the Schedule.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Agreement (including the Recitals) the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

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

1.2. **"Approval"** means the approval referred to in Item 3 of the Schedule.

1.3. **"Commencement Date"** means the date on which this Agreement commences and referred to in Item 7 of the Schedule.

1.4. **"Council's Representative"** means the person referred to in Item 8 of the Schedule.

1.5. **"Land"** means the land described in Item 2 of the Schedule.

1.6. **"Lot"** means a lot on the Plan.

1.7. **"McLean Alley"** means land that is shown R2 on the Plan.

1.8. **"Owner"** means the person or persons entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the Land or any part of it.

1.9. **"Permit"** means the Planning Permit referred to in Item 3 of the Schedule.

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1.10. **"Plan"** means the plan attached in Appendix A of this Agreement and as varied in accordance with clause 7 of this Agreement.

1.11. **"Purchased land"** means that part of the Land purchased from Council being part of Sutherland Street Melbourne and the strip of land abutting 280-286 Little Lonsdale Street Melbourne.

1.12. **"Projections"** means the parts of building structures (if any) that are constructed in accordance with the Permit and which project into the airspace above Little Lonsdale Street, Sutherland Street or McLean Alley Melbourne or into the sub soil of land under the care and management of Council.

1.13. **"Road"** means land that is shown R1 on the Plan.

1.14. **"Scheme"** means the Melbourne Planning Scheme.

1.15. **"Support Structure"** means the support structure works referred to in the Permit and any structure that contributes to the structural support and serviceability of the Road, including public infrastructure in the Road.

1.16. **"Termination Date"** means the date or specified event referred to in Item 10 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act.

1.17. **"Works"** means the works referred to in Item 11 of the Schedule to be carried out pursuant to the Permit.

2. INTERPRETATION

2.1. Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.

2.2. A reference to a gender includes a reference to each other gender.

2.3. A reference to a person includes a reference to a firm, corporation or other corporate body.

2.4. If the Owner is more than one person this Agreement binds them jointly and each of them severally.

2.5. A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it, and a regulation or statutory instrument issued under it.

2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

2.7. The recitals to this Agreement are and will be deemed to form part of this Agreement.

2.8. Any reference in this Agreement to the Council includes its agents, officers, employees, servants, workers and contractors.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

4. EFFECT OF AGREEMENT

4.1. Agreement runs with the Land

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This Agreement shall be deemed to come into force and effect as from the date of commencement of the Agreement and the benefit and burden of this Agreement shall run with and be annexed to the Land.

4.2. Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme and any matters incidental thereto.

4.3. Binding Covenants

The obligations of the Owner under this Agreement will take effect as separate and several covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assign or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.

5. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the Land ensure that the Owner's successors in title:

5.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

5.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

6. COVENANTS OF OWNER

The Owner covenants and agrees:

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6.1. to develop the Land in accordance with the Permit;

6.2. [intentionally deleted];

6.3. [intentionally deleted];

6.4. [intentionally deleted];

6.5. to do all things to give effect to the Support Structure including any reasonable request by Council to provide to Council support rights for the Road;

6.6. to ensure the design and construction of the Support Structure meets the reasonable satisfaction of Council's Manager Engineering Services, including approval to detailed engineering plans and certified computations to that officer's satisfaction;

6.7. to ensure the Support Structure is properly maintained following construction of the Support Structure and that at all times the Support Structure continues to support the Road and any public infrastructure within the Road, in a manner which is safe and serviceable and consistent with the Support Structure design;

6.8. that Council and its agents may on reasonable notice to the Owner (except in the case of emergency which no notice will be required) access the Support Structure for the purposes of inspection and preparation of reports on the Support Structure's structural integrity. Where

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such notice is given the right may only be exercised at reasonable times and, if the Owner requires, in the presence of a representative of the Owner;

6.9. not to cause any works or activities to occur in or on the Support Structure or the Land which may adversely affect compliance with the above covenants, without the prior written consent of the Council (which consent shall not be unreasonably withheld);

6.10. to reconstruct the Road including the provision of all pavements, hard and soft landscaping, public lighting and all necessary public infrastructure at no cost to Council and to the reasonable satisfaction of Council's Manager Engineering Services;

6.11. to ensure the design and construction of the Projections meet the reasonable satisfaction of Council's Manager Engineering Services;

6.12. to ensure the Projections are maintained in a safe and sightly manner and comply at all times with all applicable laws and legal requirements;

6.13. that it will be responsible for the care and management of all ground level set backs of the works allowed or required by the Permit, from the Road and Sutherland Street and Little Lonsdale Street and that there is no intention to declare or dedicate these set backs as public highways;

6.14. that all ground level set backs of the works allowed or required by the Permit, from the Road and Sutherland Street and Little Lonsdale Street, must be set out as common property if the approved development is subdivided (excluding the consolidation required under Clause 6.4);

6.15. that there are as at the date of this Agreement no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land not disclosed by the usual searches or notified to the Council;

6.16. that as at the date of this Agreement no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to on Section 42 of the *Transfer of Land Act 1958;*

6.17. not to claim any estate or interest in the Land occupied by the Projections and not purport to assign any such estate or interest;

6.18. to do all things necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings;

6.19. to do all things necessary so as to allow the Council to register this Agreement with the Registrar of Land Victoria as soon as possible including consenting to the Council making application to the Registrar to record this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section; and

6.20. to indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the matters referred to in this Agreement or any breach of this Agreement, except to the extent caused by the Council or any of its employees, contractors or agents acting within the scope of their employment.

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7. COVENANTS OF PARTIES

The Parties covenant and agree that the dimensions of the Road and Lot A and McLean Alley as shown on the Plan, may be varied by agreement, and the parties' agreement to the final dimensions will be evidenced by registration of a plan showing those dimensions at Land Victoria.

8. COSTS

8.1. The Owner shall forthwith pay on demand to the Council the Council's costs and expenses including legal expenses of and incidental to:

8.1.1. the negotiation, preparation, execution registration and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advice and assistance) charges and expenses for which the Council may pay, incur or expend, in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied and on the Owner's part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained;

8.1.2. administration and supervision costs of the Council properly and reasonably incurred in relation to this Agreement except for administration and supervision which the Council is obliged to undertake pursuant to its statutory duties; and

8.1.3. any request by the Owner for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied immediately the Council shall have expended or incurred the same.

9. DEFAULT OF OWNER

In the event of the Owner defaulting or failing to perform any of the Owner's obligations under this Agreement, the Council may without prejudice to any other remedies, rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner and any such costs shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

10. INTEREST AND CHARGE

10.1. If any of the monies payable pursuant to this Agreement are not paid by the due date, the amount then due and unpaid shall attract interest from the relevant due date until the date when such money is paid at the rate of interest from time to time which the Council may be authorised by legislation to charge as interest on any unpaid rates and charges.

10.2. Any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and unpaid costs and expenses of the Council and shall then be applied in repayment of the unpaid sum.

11. NOTICES

11.1. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served at the address, telephone or facsimile details of the parties as set out in the Schedule,

11.1.1. by delivering it personally to that party;

11.1.2. by sending it by prepaid post; or

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11.1.3. by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post,

11.2. and notice or other communication is deemed served:

11.2.1. if delivered, on the next following business day;

11.2.2. if posted, on the expiration of two business days after the date of posting; or

11.2.3. if sent by facsimile, at the time recorded by the facsimile machine of the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9.00am on the business day following the transmission.

12. FURTHER ASSURANCE

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as shall reasonably be required to effect the terms and conditions contained in this Agreement.

13. OWNER'S ACKNOWLEDGMENT

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Council of the powers, duties and discretions which the Council has or may have under the scheme to consider, approve, amend or to require further information in respect of any plans or applications relating to the use or development allowed by the Permit or the Land generally.

14. NO WAIVER

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

15. SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

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16. MORATORIUM

The provisions of all legislation (including moratorium laws) whether now existing or which come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of any party the obligation of that party or stay, postpone or otherwise prevent or prejudicially affect the exercise by a party of all or any to the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negatived and excluded from this Agreement.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but

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one agreement.

18. GOVERNING LAW

This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

19. ENDING OF AGREEMENT

19.1. This Agreement shall cease to operate on the termination date or otherwise as contemplated in Item 10 of the Schedule.

19.2. As soon as reasonably practicable after the Agreement has ended the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183 (2) of the Act to cancel the recording of this Agreement on the Register.

EXECUTED as a DEED

SIGNED SEALED AND DELIVERED by **Leon Wilson, Licensed Surveyor** pursuant to an Instrument of Delegation authorised by Resolution of Council.)

Witness

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EXECUTED by **Brady Sutherland Pty Ltd** ACN 127 866 826 in accordance with section 127 of the *Corporations Act 2001*:

Signature: ..... Signature: .....

Name: SIMON PETHICA Name: ANTHONY BRADY

PLEASE PRINT PLEASE PRINT

Director **Director/Secretary ***

* Delete as appropriate

Westpac Banking Corporation as Mortgagee under Instrument of Mortgage No. AF621669H which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

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SIGNED, SEALED and DELIVERED by Jenine Baird
who holds the position of T
Three Attorney for Westpac Banking Corporation under po
of attorney dated 17 January 2001, a certified copy of wh
is filed in the Permanent Order Book, No. 277, Page 16.

Signature
By executing this agreement the attorney states that the attorney has received no notice of the revocation of the pow of attorney.

Signature of Witness

Westpac Banking Corporation
ABN 33 007 457 141
being the Mortgagee under Mortgage number AF621609N hereby consents to this ~~Lease/Linen plan~~ section 173

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SCHEDULE

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	Brady Sutherland Pty Ltd
2.	Land description by address and Certificate of Title details	Lands contained in Certificates of Title Vol. 10714 Fol. 523; Vol. 7405 Fol. 938; Vol. 7641 Fol. 101 and part of Certificate of Title Vol. 3878 Fol. 410 and part former Sutherland Street, Melbourne together shown as Lot A on the Plan being lands known as Nos. 280-286 and Nos. 288-294 Little Lonsdale Street; Nos. 1-11 and Nos. 2-20 Sutherland Street; Nos. 1-7 McLean Alley and part former Sutherland Street, Melbourne.
3.	Permit and Approval References and dates issued	Permit No. 2008/0717 issued by the Minister for Planning on 27 November 2008 including the endorsed plans of that permit, both as may be amended from time to time and Letter from Council's representative dated 16 August 2010 to Bosco Jonson Pty. Ltd.
4.	What the Permit and Approval allow	The permit allows the development of the Land for the purpose of multiple dwellings and retail premises with associated car parking. The Approval allows commencement of the discontinuance and sale process for portion of Sutherland Street (Corporation Lane No. 11).
5.	What the conditions requiring the Agreement and the Approval provide for	A registered agreement/s under s173 of the Act addressing future development of the Land; consolidation of the Land; works under a portion of Sutherland Street; public works; land status; projections over roads and indemnifications to Council against any related claims.
6.	Mortgage details including name and address of Mortgagee, date mortgage registered and registered number	Westpac Banking Corporation, 360 Collins Street, Melbourne, Mortgage No. AF621669H 01/02/2008
7.	Commencement date	The date of this Agreement
8.	Council's Representative is:	Leon Wilson
9.	Plan of Subdivision Reference Number	Plan of subdivision no ~~64098IN~~ 64098IN ~~624538N~~
10.	Termination date or specified event	The development not being able to proceed due to the Owner not being able to acquire a good title to those parts of the Land it does not already own at the date of this Agreement through no fault of its own. Removal of the Support Structure and the land below the Road being in filled and supported and dedicated/declared a public highway, all in accordance with necessary approvals and

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		permits to Council's satisfaction or otherwise by agreement between the parties.
11.	Works to be carried out under the Permit	Not Applicable
12.	Address, phone and facsimile of Council	Melbourne City Council Town Hall, Swanston Street Melbourne Ph: 9658 8688 Facsimile: 9658 9179
13.	Address, phone and facsimile of Owner	Ground Floor, 270 King Street Melbourne Ph: 03 8622 8100 Facsimile: 03 8622 8188

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APPENDIX A

PLAN

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PLAN OF SUBDIVISION

Under Section 35 of the Subdivision Act 1988

Stage No.	LRS use only	Plan Number
/	EDITION	PS

Location of Land

Parish: MELBOURNE NORTH
CITY OF MELBOURNE

Township: --

Section: 29

Crown Allotment: 12 & 13 PARTS

Crown Portion: --

Title Reference: VOL 10794 FOL 523 VOL FOL
VOL 7405 FOL 939
VOL 3878 FOL 410
VOL 7641 FOL 101

Last Plan Reference: LOT 1 ON TP 824977R
LOT 1 ON TP 5361348
LOT 2 AND R1 ON LP 28006
LOT 1 ON TP 126950F

Postal Address: 280-286 & 288-294 LITTLE LONSDALE STREET
(at time of subdivision) 1-11 & 2-20 SUTHERLAND STREET
1 - 7 MCLEAN ALLEY
MELBOURNE 3000

MGA Co-ordinates (of approx. centre of land in plan) E 320510 N 5813150 Zone: 55

Council Certification and Endorsement

Council Name: MELBOURNE CITY COUNCIL Ref:

A. This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots.

B. This plan is exempt from Part 3 of the Subdivision Act 1988.

C. This is a plan under section 35 of the Subdivision Act 1988 which creates (an) additional lots (s).

D. It is certified under section 6 of the Subdivision Act 1988.

E. It is certified under section 11(7) of the Subdivision Act 1988.

F. Date of original certification under section 6 / /

G. This is a statement of compliance under section 21 of the Subdivision Act 1988

Council Delegate
Council Seal

Date / /

Vesting of Roads or Reserves

Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered. Only roads and reserves marked thus (%) vest upon registration of this plan.

Identifier	Council/Body/Person
%ROAD R1	MELBOURNE CITY COUNCIL
ROAD R2	MELBOURNE CITY COUNCIL

Notations

Staging This is/is not a staged subdivision
Planning Permit No. NOTE APPLICABLE

Depth Limitation DOES NOT APPLY

ROAD R2 WAS FORMERLY KNOWN AS ROAD R1 ON LP 28006

AHD - AUSTRALIAN HEIGHT DATUM BASED ON MELBOURNE NORTH PM 23 WITH A STATED RL OF 24.576 (SMES - 9/8/2010)

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THIS IS A SPEAR PLAN

Land to be acquired by agreement: R2
Land to be acquired by compulsory process: NIL
All the land is to be acquired free from all encumbrances other than any easements specified on this plan.

Survey This plan is/is not based on survey BP 2553K

This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No. —— MELBOURNE NORTH PM 158

Easement Information

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

Easements marked (-) are existing easements.
Easements marked (+) are created upon registration of this plan.
Easements marked (*) are created when the appropriate vesting date is recorded or transfer registered.
Easements marked (#) are removed when the appropriate vesting date is recorded or transfer registered.

Symbol	Easement Reference	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of

LRS use only

Statement of Compliance/ Exemption Statement

Received ☐

Date / /

LRS use only

PLAN REGISTERED

TIME

DATE / /

Assistant Registrar of Titles

Sheet 1 of 4 sheets

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5952

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6601003 15/09/10 VERSION B
REF 660100FB

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

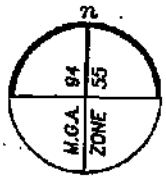
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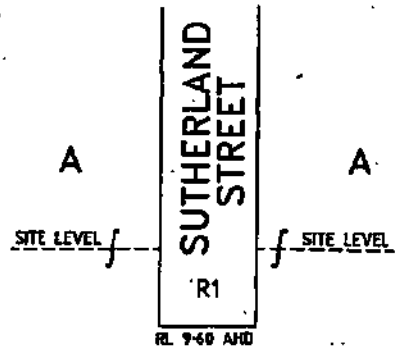
PLAN OF SUBDIVISION

Under Section 35 of the Subdivision Act 1988

Stage No. —

Plan Number **PS**





SECTION A-A'
NOT TO SCALE

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16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

DIAGRAM 1
RL 9·60 AHD AND ABOVE

Sheet 2

ORIGINAL

SCALE	SHEET SIZE
1:250	A3

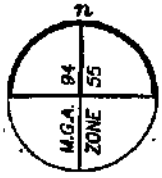
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2·5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
SIGNATURE DIGITALLY SIGNED DATE / /
REF 6601003
DWG 660100FB 15/09/10 VERSION B

DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

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	PLAN OF SUBDIVISION Under Section 35 of the Subdivision Act 1988	Stage No.	Plan Number PS



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A.B.N 65 282 532 642
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16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

DIAGRAM 2
BELOW RL 9·60 AHD
SEE ALSO SECTION A-A' ON SHEET 2

Sheet 3

ORIGINAL

SCALE	SHEET SIZE
1:250	A3

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
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REF 6601003
DWG 660100FB 15/09/10 VERSION 8

DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

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	PLAN OF SUBDIVISION Under Section 35 of the Subdivision Act 1988	Stage No. /	Plan Number PS

VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND

Land affected	Land acquired by compulsory process				Land acquired by agreement	LRS reference	Assistant Registrar of Titles Signature
	Vesting date	Government Gazette		Date of recording of vesting date	Date of registration of transfer		
		Page	Year				
R2							

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Bosco Jonson Pty Ltd
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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
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Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL		SCALE			Sheet 4
SCALE	SHEET SIZE A3	0	LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ANDREI FIJAN SIGNATURE DIGITALLY SIGNED DATE / /	DATE / /
				REF 6601003 15/09/10 VERSION B DWG 660100FB	COUNCIL DELEGATE SIGNATURE Original sheet size A3

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 29/08/2023 03:41:17 PM

OWNERS CORPORATION 1
PLAN NO. PS624531N

The land in PS624531N is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 5, Lots 1R, 2R, 201 - 209, 301, 301A, 302, 302A, 303, 303A, 304 - 306, 306A, 307, 307A, 308, 308A, 309, 401, 401A, 402, 402A, 403, 403A, 404 - 406, 406A, 407, 407A, 408, 408A, 409, 501, 501A, 502, 502A, 503, 503A, 504 - 506, 506A, 507, 507A, 508, 508A, 509, 601, 601A, 602, 603, 603A, 604 - 606, 606A, 607, 608, 608A, 609, 701, 701A, 702, 703, 703A, 704 - 706, 706A, 707, 708, 708A, 709, 801, 801A, 802, 802A, 803, 803A, 805, 806, 806A, 807, 807A, 808, 808A, 809, 901, 901A, 902, 902A, 903, 903A, 904 - 906, 906A, 907, 907A, 908, 908A, 1001, 1001A, 1002, 1002A, 1003, 1003A, 1004 - 1006, 1006A, 1007, 1007A, 1008, 1008A, 1101, 1101A, 1102, 1102A, 1103, 1103A, 1104 - 1106, 1106A, 1107, 1107A, 1108, 1108A, 1201, 1201A, 1202, 1202A, 1203, 1203A, 1205, 1206, 1206A, 1207, 1207A, 1208, 1208A, 1209, 1301, 1301A, 1302, 1302A, 1303, 1303A, 1305, 1306, 1306A, 1307, 1307A, 1308, 1308A, 1309, 1401, 1401A, 1402, 1402A, 1403, 1403A, 1405, 1406, 1406A, 1407, 1407A, 1408, 1408A, 1409, 1501, 1501A, 1502, 1502A, 1503, 1503A, 1505, 1506, 1506A, 1507, 1507A, 1508, 1508A, 1509, 1601, 1601A, 1602, 1602A, 1603, 1603A, 1605, 1606, 1606A, 1607, 1607A, 1608, 1608A, 1609, 1701, 1701A, 1702, 1702A, 1703, 1703A, 1705, 1706, 1706A, 1707, 1707A, 1708, 1708A, 1709, 1801, 1801A, 1802, 1802A, 1803, 1803A, 1805, 1806, 1806A, 1807, 1807A, 1808, 1808A, 1809, 1901, 1901A, 1902, 1902A, 1903, 1903A, 1905, 1906, 1906A, 1907, 1907A, 1908, 1908A, 1909, 2001, 2001A, 2002, 2002A, 2003, 2003A, 2005, 2006, 2006A, 2007, 2007A, 2008, 2008A, 2009, 2101, 2101A, 2102, 2102A, 2103, 2103A, 2105, 2106, 2106A, 2107, 2107A, 2108, 2108A, 2109, 2201, 2201A, 2202, 2202A, 2203, 2203A, 2205, 2206, 2206A, 2207, 2207A, 2208, 2208A, 2209, 2301, 2301A, 2302, 2302A, 2303, 2303A, 2305, 2306, 2306A, 2307, 2307A, 2308, 2308A, 2309, 2401, 2401A, 2402, 2402A, 2403, 2403A, 2405, 2406, 2406A, 2407, 2407A, 2408, 2408A, 2409, 2501, 2501A, 2502, 2502A, 2503, 2503A, 2505, 2506, 2506A, 2507, 2507A, 2508, 2508A, 2509, 2601, 2601A, 2602, 2602A, 2603, 2603A, 2605, 2606, 2606A, 2607, 2607A, 2608, 2608A, 2609, 2701, 2701A, 2702, 2702A, 2703, 2703A, 2705, 2706, 2706A, 2707, 2707A, 2708, 2708A, 2709, 2801, 2801A, 2802, 2802A, 2803, 2803A, 2805, 2806, 2806A, 2807, 2807A, 2808, 2808A, 2809, 2901, 2901A, 2902, 2902A, 2903, 2903A, 2905, 2906, 2906A, 2907, 2907A, 2908, 2908A, 2909, 3001, 3001A, 3002, 3002A, 3003, 3003A, 3005, 3006, 3006A, 3007, 3007A, 3008, 3008A, 3009, 3101, 3101A, 3102, 3102A, 3103, 3103A, 3105, 3106, 3106A, 3107, 3107A, 3108, 3108A, 3109, 3201, 3201A, 3202, 3202A, 3203, 3203A, 3205, 3206, 3206A, 3207, 3207A, 3208, 3208A, 3209, 3301, 3301A, 3302, 3302A, 3303, 3303A, 3305, 3306, 3306A, 3307, 3307A, 3308, 3308A, 3309, 3401, 3401A, 3402, 3402A, 3403, 3403A, 3405, 3406, 3406A, 3407, 3407A, 3408, 3408A, 3409, 3501, 3501A, 3502, 3502A, 3503, 3503A, 3505, 3506, 3506A, 3507, 3507A, 3508, 3508A, 3509, 3601, 3601A, 3602, 3602A, 3603, 3603A, 3605, 3606, 3606A, 3607, 3607A, 3608, 3608A, 3609, 3701 - 3703, 3705 - 3709, 3801 - 3803, 3805 - 3809, 3901 - 3903, 3905 - 3909, 4001, 4003, 4005 - 4009, B1P1, B1P2, B1P3, B1P4, B1P5, B1P6, B1P7, B1P8, B1P9, B2P1, B2P2, B2P3, B2P4, B2P5, B2P6, B2P7, B2P8, B2P9, B3P1, B3P2, B3P3, B3P4, B3P5, B3P6, B3P7, B3P8, B3P9, B4P1, B4P2, B4P3, B4P4, B4P5, B4P6, B4P7, B4P8, B4P9, B5P1, B5P2, B5P3, B5P4, B5P5, B5P6, B5P7, B5P8, B5P9, B1P10, B1P11, B1ST1, B2P10, B2P11, B2P13, B2P15, B2P17, B2P19, B2P21, B2P22, B2P23, B2P24, B2P25, B2P26, B2P27, B2P28, B2P29, B2P30, B2ST1, B2ST2, B3P10, B3P11, B3P13, B3P15, B3P17, B3P19, B3P21, B3P22, B3P23, B3P24, B3P25, B3P26, B3P27, B3P28, B3P29, B3P30, B3ST1, B3ST2, B3ST5, B3ST6, B3ST7, B3ST8, B4P10, B4P11, B4P13, B4P15, B4P17, B4P19, B4P21, B4P22, B4P23, B4P24, B4P25, B4P26, B4P27, B4P28, B4P29, B4P30, B4ST1, B4ST2, B4ST5, B4ST6, B4ST7, B4ST8, B4ST9, B5P10, B5P11, B5P13, B5P15, B5P17, B5P19, B5P21, B5P22, B5P23, B5P24, B5P25, B5P26, B5P27, B5P28, B5P29, B5P30, B5ST1, B5ST2, B5ST5, B5ST6, B5ST7, B5ST8, B5ST9, B2ST10, B2ST11, B2ST12, B2ST13, B2ST14, B2ST15, B2ST17, B2ST18, B2ST19, B2ST20, B2ST24, B3ST16, B3ST17, B3ST18, B3ST19, B3ST20, B3ST21, B3ST22, B3ST23, B3ST24, B3ST25, B3ST26, B3ST27, B3ST28, B3ST29, B4ST10, B4ST11, B4ST12, B4ST13, B4ST14, B4ST15, B4ST16, B4ST17, B4ST18, B4ST19, B4ST20, B4ST21, B4ST22, B4ST23, B4ST24, B4ST25, B4ST26, B4ST27, B4ST28, B4ST29, B5ST10, B5ST11, B5ST12, B5ST13, B5ST14, B5ST15, B5ST16, B5ST17, B5ST18, B5ST19, B5ST20, B5ST21, B5ST22, B5ST23, B5ST24, B5ST25, B5ST26, B5ST27, B5ST28, B5ST29, G1, G2, G3, G4, G5, G6, S3, S4.

Limitations on Owners Corporation:

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Unlimited

Postal Address for Services of Notices:

BRADY OWNERS CORPORATION SERVICES PTY LTD 396A LA TROBE STREET MELBOURNE VIC 3000

OC020244H 26/11/2013

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. AL036412H 22/04/2014

Additional Owners Corporation Information:

OC020244H 26/11/2013

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4. Only the members of Owners Corporation 5 are entitled to use Common Property No. 5.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Common Property 5	0	0
Lot 1R	235	47
Lot 2R	361	72
Lot 201	472	65
Lot 202	415	56
Lot 203	418	54
Lot 204	470	62
Lot 205	475	60
Lot 206	525	62
Lot 207	624	73
Lot 208	472	61

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 209	470	61
Lot 301	475	65
Lot 301A	396	52
Lot 302	433	62
Lot 302A	334	44
Lot 303	518	76
Lot 303A	394	52
Lot 304	485	66
Lot 305	488	63
Lot 306	535	67
Lot 306A	536	65
Lot 307	637	78
Lot 307A	343	44
Lot 308	475	61
Lot 308A	414	54
Lot 309	473	61
Lot 401	484	66
Lot 401A	399	52
Lot 402	436	62
Lot 402A	336	44
Lot 403	520	76
Lot 403A	396	52
Lot 404	488	62
Lot 405	505	63
Lot 406	538	67
Lot 406A	539	65
Lot 407	640	78
Lot 407A	346	44
Lot 408	478	61

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 408A	417	54
Lot 409	475	61
Lot 501	487	66
Lot 501A	403	52
Lot 502	439	62
Lot 502A	339	44
Lot 503	530	76
Lot 503A	399	52
Lot 504	520	71
Lot 505	530	69
Lot 506	568	76
Lot 506A	542	65
Lot 507	660	87
Lot 507A	348	44
Lot 508	488	61
Lot 508A	419	54
Lot 509	485	61
Lot 601	490	66
Lot 601A	395	51
Lot 602	442	62
Lot 603	533	76
Lot 603A	680	86
Lot 604	523	70
Lot 605	533	69
Lot 606	571	76
Lot 606A	726	89
Lot 607	663	87
Lot 608	495	61
Lot 608A	422	54

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 609	492	61
Lot 701	493	69
Lot 701A	367	42
Lot 702	445	62
Lot 703	528	76
Lot 703A	634	77
Lot 704	526	70
Lot 705	536	69
Lot 706	574	76
Lot 706A	656	79
Lot 707	667	87
Lot 708	500	61
Lot 708A	388	46
Lot 709	497	61
Lot 801	628	115
Lot 801A	411	52
Lot 802	538	97
Lot 802A	348	44
Lot 803	530	70
Lot 803A	536	67
Lot 805	577	76
Lot 806	673	87
Lot 806A	590	74
Lot 807	511	61
Lot 807A	356	45
Lot 808	511	61
Lot 808A	434	57
Lot 809	540	69
Lot 901	590	72

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PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 901A	414	52
Lot 902	540	68
Lot 902A	350	44
Lot 903	530	70
Lot 903A	539	67
Lot 904	540	69
Lot 905	580	76
Lot 906	676	87
Lot 906A	593	74
Lot 907	514	61
Lot 907A	359	45
Lot 908	514	61
Lot 908A	412	51
Lot 1001	593	72
Lot 1001A	417	52
Lot 1002	543	68
Lot 1002A	353	44
Lot 1003	533	70
Lot 1003A	542	67
Lot 1004	543	69
Lot 1005	583	76
Lot 1006	679	87
Lot 1006A	595	74
Lot 1007	517	61
Lot 1007A	361	45
Lot 1008	517	61
Lot 1008A	440	57
Lot 1101	596	72
Lot 1101A	419	52

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1102	546	68
Lot 1102A	356	44
Lot 1103	536	70
Lot 1103A	545	67
Lot 1104	546	69
Lot 1105	586	76
Lot 1106	682	87
Lot 1106A	598	74
Lot 1107	520	61
Lot 1107A	364	45
Lot 1108	520	61
Lot 1108A	418	51
Lot 1201	599	72
Lot 1201A	422	52
Lot 1202	549	68
Lot 1202A	359	44
Lot 1203	539	70
Lot 1203A	548	67
Lot 1205	589	76
Lot 1206	685	87
Lot 1206A	551	68
Lot 1207	545	61
Lot 1207A	367	45
Lot 1208	545	61
Lot 1208A	445	57
Lot 1209	549	69
Lot 1301	602	72
Lot 1301A	425	52
Lot 1302	552	68

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1302A	361	44
Lot 1303	542	70
Lot 1303A	550	67
Lot 1305	592	76
Lot 1306	735	88
Lot 1306A	554	68
Lot 1307	548	61
Lot 1307A	370	45
Lot 1308	548	61
Lot 1308A	423	51
Lot 1309	552	69
Lot 1401	605	72
Lot 1401A	428	52
Lot 1402	555	68
Lot 1402A	364	44
Lot 1403	545	70
Lot 1403A	553	67
Lot 1405	595	76
Lot 1406	738	88
Lot 1406A	557	68
Lot 1407	551	61
Lot 1407A	372	45
Lot 1408	551	61
Lot 1408A	451	57
Lot 1409	555	69
Lot 1501	608	72
Lot 1501A	430	52
Lot 1502	558	68
Lot 1502A	367	44

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1503	548	70
Lot 1503A	556	67
Lot 1505	598	76
Lot 1506	741	88
Lot 1506A	560	68
Lot 1507	554	61
Lot 1507A	375	45
Lot 1508	554	61
Lot 1508A	429	51
Lot 1509	558	69
Lot 1601	611	72
Lot 1601A	433	52
Lot 1602	561	68
Lot 1602A	370	44
Lot 1603	551	70
Lot 1603A	559	67
Lot 1605	601	76
Lot 1606	744	88
Lot 1606A	562	68
Lot 1607	557	61
Lot 1607A	378	45
Lot 1608	557	61
Lot 1608A	456	57
Lot 1609	561	69
Lot 1701	614	72
Lot 1701A	436	52
Lot 1702	564	68
Lot 1702A	372	44
Lot 1703	554	70

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VICTORIA State Government

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1703A	561	67
Lot 1705	604	76
Lot 1706	747	88
Lot 1706A	565	68
Lot 1707	560	61
Lot 1707A	381	45
Lot 1708	560	61
Lot 1708A	434	51
Lot 1709	564	69
Lot 1801	617	72
Lot 1801A	439	52
Lot 1802	567	68
Lot 1802A	375	44
Lot 1803	557	70
Lot 1803A	564	67
Lot 1805	607	76
Lot 1806	750	88
Lot 1806A	618	74
Lot 1807	563	61
Lot 1807A	383	45
Lot 1808	563	61
Lot 1808A	462	57
Lot 1809	567	69
Lot 1901	620	72
Lot 1901A	442	52
Lot 1902	570	68
Lot 1902A	378	44
Lot 1903	560	70
Lot 1903A	567	67

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1905	610	76
Lot 1906	753	88
Lot 1906A	620	74
Lot 1907	566	61
Lot 1907A	386	45
Lot 1908	566	61
Lot 1908A	440	51
Lot 1909	570	69
Lot 2001	623	72
Lot 2001A	444	52
Lot 2002	573	68
Lot 2002A	381	44
Lot 2003	563	70
Lot 2003A	570	67
Lot 2005	613	76
Lot 2006	756	88
Lot 2006A	623	74
Lot 2007	569	61
Lot 2007A	388	45
Lot 2008	569	61
Lot 2008A	467	57
Lot 2009	573	69
Lot 2101	626	72
Lot 2101A	447	52
Lot 2102	576	68
Lot 2102A	383	44
Lot 2103	566	70
Lot 2103A	572	67
Lot 2105	616	76

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2106	759	88
Lot 2106A	626	74
Lot 2107	572	61
Lot 2107A	391	45
Lot 2108	572	61
Lot 2108A	445	51
Lot 2109	576	69
Lot 2201	629	72
Lot 2201A	450	52
Lot 2202	579	68
Lot 2202A	386	44
Lot 2203	569	70
Lot 2203A	575	67
Lot 2205	619	76
Lot 2206	762	88
Lot 2206A	629	74
Lot 2207	575	61
Lot 2207A	394	45
Lot 2208	575	61
Lot 2208A	473	57
Lot 2209	579	69
Lot 2301	632	72
Lot 2301A	453	52
Lot 2302	582	68
Lot 2302A	389	44
Lot 2303	572	70
Lot 2303A	578	67
Lot 2305	622	76
Lot 2306	765	88

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2306A	631	74
Lot 2307	578	61
Lot 2307A	396	45
Lot 2308	578	61
Lot 2308A	451	51
Lot 2309	582	69
Lot 2401	635	72
Lot 2401A	455	52
Lot 2402	585	68
Lot 2402A	392	44
Lot 2403	575	70
Lot 2403A	581	67
Lot 2405	625	76
Lot 2406	768	88
Lot 2406A	634	74
Lot 2407	581	61
Lot 2407A	399	45
Lot 2408	581	61
Lot 2408A	478	57
Lot 2409	585	69
Lot 2501	638	72
Lot 2501A	458	52
Lot 2502	588	68
Lot 2502A	395	44
Lot 2503	578	70
Lot 2503A	583	67
Lot 2505	628	76
Lot 2506	771	88
Lot 2506A	637	74

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PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2507	584	61
Lot 2507A	402	45
Lot 2508	584	61
Lot 2508A	456	51
Lot 2509	588	69
Lot 2601	641	72
Lot 2601A	461	52
Lot 2602	591	68
Lot 2602A	397	44
Lot 2603	581	70
Lot 2603A	586	67
Lot 2605	631	76
Lot 2606	774	88
Lot 2606A	640	74
Lot 2607	587	61
Lot 2607A	405	45
Lot 2608	587	61
Lot 2608A	484	57
Lot 2609	591	69
Lot 2701	644	72
Lot 2701A	464	52
Lot 2702	594	68
Lot 2702A	400	44
Lot 2703	584	70
Lot 2703A	589	67
Lot 2705	634	76
Lot 2706	777	88
Lot 2706A	642	74
Lot 2707	590	61

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

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2707A	407	45
Lot 2708	590	61
Lot 2708A	459	51
Lot 2709	594	69
Lot 2801	647	74
Lot 2801A	466	52
Lot 2802	597	68
Lot 2802A	403	44
Lot 2803	587	70
Lot 2803A	592	67
Lot 2805	637	76
Lot 2806	780	88
Lot 2806A	645	74
Lot 2807	593	61
Lot 2807A	410	45
Lot 2808	593	61
Lot 2808A	489	57
Lot 2809	597	69
Lot 2901	650	74
Lot 2901A	469	52
Lot 2902	600	68
Lot 2902A	406	44
Lot 2903	590	70
Lot 2903A	595	67
Lot 2905	640	76
Lot 2906	783	88
Lot 2906A	648	74
Lot 2907	596	61
Lot 2907A	413	45

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2908	596	61
Lot 2908A	462	51
Lot 2909	600	69
Lot 3001	650	74
Lot 3001A	472	52
Lot 3002	603	68
Lot 3002A	408	44
Lot 3003	593	70
Lot 3003A	597	67
Lot 3005	640	76
Lot 3006	783	87
Lot 3006A	651	74
Lot 3007	599	61
Lot 3007A	416	45
Lot 3008	599	61
Lot 3008A	495	57
Lot 3009	603	69
Lot 3101	653	72
Lot 3101A	475	52
Lot 3102	606	68
Lot 3102A	411	44
Lot 3103	596	70
Lot 3103A	600	67
Lot 3105	643	76
Lot 3106	786	87
Lot 3106A	654	74
Lot 3107	602	61
Lot 3107A	418	45
Lot 3108	602	61

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3108A	466	51
Lot 3109	606	69
Lot 3201	656	72
Lot 3201A	477	52
Lot 3202	609	68
Lot 3202A	414	44
Lot 3203	599	70
Lot 3203A	603	67
Lot 3205	646	76
Lot 3206	789	87
Lot 3206A	656	74
Lot 3207	605	61
Lot 3207A	421	45
Lot 3208	605	61
Lot 3208A	501	57
Lot 3209	609	69
Lot 3301	662	74
Lot 3301A	480	52
Lot 3302	612	69
Lot 3302A	417	44
Lot 3303	602	71
Lot 3303A	606	67
Lot 3305	652	76
Lot 3306	795	88
Lot 3306A	659	74
Lot 3307	608	64
Lot 3307A	424	45
Lot 3308	608	63
Lot 3308A	472	51

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3309	612	70
Lot 3401	662	74
Lot 3401A	483	52
Lot 3402	615	69
Lot 3402A	419	44
Lot 3403	605	71
Lot 3403A	608	67
Lot 3405	655	76
Lot 3406	798	88
Lot 3406A	662	74
Lot 3407	611	64
Lot 3407A	427	45
Lot 3408	611	63
Lot 3408A	506	57
Lot 3409	615	70
Lot 3501	668	74
Lot 3501A	486	52
Lot 3502	618	69
Lot 3502A	422	44
Lot 3503	608	71
Lot 3503A	611	67
Lot 3505	658	76
Lot 3506	801	88
Lot 3506A	665	74
Lot 3507	614	64
Lot 3507A	430	45
Lot 3508	614	63
Lot 3508A	477	51
Lot 3509	618	70

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3601	671	74
Lot 3601A	489	52
Lot 3602	621	69
Lot 3602A	425	44
Lot 3603	611	71
Lot 3603A	614	67
Lot 3605	661	76
Lot 3606	809	88
Lot 3606A	667	74
Lot 3607	617	64
Lot 3607A	432	45
Lot 3608	617	63
Lot 3608A	512	57
Lot 3609	621	70
Lot 3701	674	74
Lot 3702	624	69
Lot 3703	614	71
Lot 3705	664	76
Lot 3706	807	88
Lot 3707	620	64
Lot 3708	620	63
Lot 3709	624	70
Lot 3801	680	74
Lot 3802	630	70
Lot 3803	620	71
Lot 3805	698	76
Lot 3806	810	88
Lot 3807	625	64
Lot 3808	625	63

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3809	630	70
Lot 3901	683	74
Lot 3902	633	69
Lot 3903	623	71
Lot 3905	701	76
Lot 3906	813	88
Lot 3907	623	64
Lot 3908	628	63
Lot 3909	633	70
Lot 4001	1322	144
Lot 4003	626	71
Lot 4005	704	76
Lot 4006	816	88
Lot 4007	631	64
Lot 4008	631	63
Lot 4009	636	70
Lot B1P1	75	12
Lot B1P2	75	12
Lot B1P3	75	12
Lot B1P4	75	12
Lot B1P5	75	12
Lot B1P6	75	12
Lot B1P7	75	12
Lot B1P8	75	12
Lot B1P9	75	12
Lot B2P1	75	12
Lot B2P2	75	12
Lot B2P3	75	12
Lot B2P4	75	12

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B2P5	75	12
Lot B2P6	75	12
Lot B2P7	75	12
Lot B2P8	75	12
Lot B2P9	75	12
Lot B3P1	75	12
Lot B3P2	75	12
Lot B3P3	75	12
Lot B3P4	75	12
Lot B3P5	75	12
Lot B3P6	75	12
Lot B3P7	75	12
Lot B3P8	75	12
Lot B3P9	75	12
Lot B4P1	75	12
Lot B4P2	75	12
Lot B4P3	75	12
Lot B4P4	75	12
Lot B4P5	75	12
Lot B4P6	75	12
Lot B4P7	75	12
Lot B4P8	75	12
Lot B4P9	75	12
Lot B5P1	75	12
Lot B5P2	75	12
Lot B5P3	75	12
Lot B5P4	75	12
Lot B5P5	75	12
Lot B5P6	75	12

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B5P7	75	12
Lot B5P8	75	12
Lot B5P9	75	12
Lot B1P10	75	12
Lot B1P11	75	12
Lot B1ST1	10	2
Lot B2P10	75	12
Lot B2P11	110	24
Lot B2P13	110	24
Lot B2P15	110	24
Lot B2P17	110	24
Lot B2P19	110	24
Lot B2P21	75	12
Lot B2P22	75	12
Lot B2P23	75	12
Lot B2P24	75	12
Lot B2P25	75	12
Lot B2P26	75	12
Lot B2P27	75	12
Lot B2P28	75	12
Lot B2P29	75	12
Lot B2P30	75	12
Lot B2ST1	5	1
Lot B2ST2	10	2
Lot B3P10	75	12
Lot B3P11	110	24
Lot B3P13	110	24
Lot B3P15	110	24
Lot B3P17	110	24

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PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot B3P19	110	24
Lot B3P21	75	12
Lot B3P22	75	12
Lot B3P23	75	12
Lot B3P24	75	12
Lot B3P25	75	12
Lot B3P26	75	12
Lot B3P27	75	12
Lot B3P28	75	12
Lot B3P29	75	12
Lot B3P30	75	12
Lot B3ST1	5	1
Lot B3ST2	10	2
Lot B3ST5	5	1
Lot B3ST6	5	1
Lot B3ST7	5	1
Lot B3ST8	5	1
Lot B4P10	75	12
Lot B4P11	110	24
Lot B4P13	110	24
Lot B4P15	110	24
Lot B4P17	110	24
Lot B4P19	110	24
Lot B4P21	75	12
Lot B4P22	75	12
Lot B4P23	75	12
Lot B4P24	75	12
Lot B4P25	75	12
Lot B4P26	75	12

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B4P27	75	12
Lot B4P28	75	12
Lot B4P29	75	12
Lot B4P30	75	12
Lot B4ST1	5	1
Lot B4ST2	10	2
Lot B4ST5	5	1
Lot B4ST6	5	1
Lot B4ST7	5	1
Lot B4ST8	5	1
Lot B4ST9	5	1
Lot B5P10	75	12
Lot B5P11	110	24
Lot B5P13	110	24
Lot B5P15	110	24
Lot B5P17	110	24
Lot B5P19	110	24
Lot B5P21	75	12
Lot B5P22	75	12
Lot B5P23	75	12
Lot B5P24	75	12
Lot B5P25	75	12
Lot B5P26	75	12
Lot B5P27	75	12
Lot B5P28	75	12
Lot B5P29	75	12
Lot B5P30	75	12
Lot B5ST1	5	1
Lot B5ST2	10	2

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B5ST5	5	1
Lot B5ST6	5	1
Lot B5ST7	5	1
Lot B5ST8	5	1
Lot B5ST9	5	1
Lot B2ST10	5	1
Lot B2ST11	5	1
Lot B2ST12	5	1
Lot B2ST13	5	1
Lot B2ST14	5	1
Lot B2ST15	5	1
Lot B2ST17	5	1
Lot B2ST18	5	1
Lot B2ST19	5	1
Lot B2ST20	5	1
Lot B2ST24	5	1
Lot B3ST16	5	1
Lot B3ST17	5	1
Lot B3ST18	5	1
Lot B3ST19	5	1
Lot B3ST20	5	1
Lot B3ST21	5	1
Lot B3ST22	5	1
Lot B3ST23	5	1
Lot B3ST24	5	1
Lot B3ST25	5	1
Lot B3ST26	5	1
Lot B3ST27	5	1
Lot B3ST28	10	2

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B3ST29	5	1
Lot B4ST10	5	1
Lot B4ST11	5	1
Lot B4ST12	5	1
Lot B4ST13	5	1
Lot B4ST14	5	1
Lot B4ST15	5	1
Lot B4ST16	5	1
Lot B4ST17	5	1
Lot B4ST18	5	1
Lot B4ST19	5	1
Lot B4ST20	5	1
Lot B4ST21	5	1
Lot B4ST22	5	1
Lot B4ST23	5	1
Lot B4ST24	5	1
Lot B4ST25	5	1
Lot B4ST26	5	1
Lot B4ST27	5	1
Lot B4ST28	10	2
Lot B4ST29	5	1
Lot B5ST10	5	1
Lot B5ST11	5	1
Lot B5ST12	5	1
Lot B5ST13	5	1
Lot B5ST14	5	1
Lot B5ST15	5	1
Lot B5ST16	5	1
Lot B5ST17	5	1

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OWNERS CORPORATION 1
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B5ST18	5	1
Lot B5ST19	5	1
Lot B5ST20	5	1
Lot B5ST21	5	1
Lot B5ST22	5	1
Lot B5ST23	5	1
Lot B5ST24	5	1
Lot B5ST25	5	1
Lot B5ST26	5	1
Lot B5ST27	5	1
Lot B5ST28	10	2
Lot B5ST29	5	1
Lot G1	472	83
Lot G2	605	87
Lot G3	264	54
Lot G4	246	57
Lot G5	1009	232
Lot G6	118	23
Lot S3	670	176
Lot S4	670	175
Total	**299585.00**	**36276.00**

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

Statement End.

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

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OWNERS CORPORATION 5
PLAN NO. PS624531N

The land in PS624531N is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 5, Lots 201 - 209, 301, 301A, 302, 302A, 303, 303A, 304 - 306, 306A, 307, 307A, 308, 308A, 309, 401, 401A, 402, 402A, 403, 403A, 404 - 406, 406A, 407, 407A, 408, 408A, 409, 501, 501A, 502, 502A, 503, 503A, 504 - 506, 506A, 507, 507A, 508, 508A, 509, 601, 601A, 602, 603, 603A, 604 - 606, 606A, 607, 608, 608A, 609, 701, 701A, 702, 703, 703A, 704 - 706, 706A, 707, 708, 708A, 709, 801, 801A, 802, 802A, 803, 803A, 805, 806, 806A, 807, 807A, 808, 808A, 809, 901, 901A, 902, 902A, 903, 903A, 904 - 906, 906A, 907, 907A, 908, 908A, 1001, 1001A, 1002, 1002A, 1003, 1003A, 1004 - 1006, 1006A, 1007, 1007A, 1008, 1008A, 1101, 1101A, 1102, 1102A, 1103, 1103A, 1104 - 1106, 1106A, 1107, 1107A, 1108, 1108A, 1201, 1201A, 1202, 1202A, 1203, 1203A, 1205, 1206, 1206A, 1207, 1207A, 1208, 1208A, 1209, 1301, 1301A, 1302, 1302A, 1303, 1303A, 1305, 1306, 1306A, 1307, 1307A, 1308, 1308A, 1309, 1401, 1401A, 1402, 1402A, 1403, 1403A, 1405, 1406, 1406A, 1407, 1407A, 1408, 1408A, 1409, 1501, 1501A, 1502, 1502A, 1503, 1503A, 1505, 1506, 1506A, 1507, 1507A, 1508, 1508A, 1509, 1601, 1601A, 1602, 1602A, 1603, 1603A, 1605, 1606, 1606A, 1607, 1607A, 1608, 1608A, 1609, 1701, 1701A, 1702, 1702A, 1703, 1703A, 1705, 1706, 1706A, 1707, 1707A, 1708, 1708A, 1709, 1801, 1801A, 1802, 1802A, 1803, 1803A, 1805, 1806, 1806A, 1807, 1807A, 1808, 1808A, 1809, 1901, 1901A, 1902, 1902A, 1903, 1903A, 1905, 1906, 1906A, 1907, 1907A, 1908, 1908A, 1909, 2001, 2001A, 2002, 2002A, 2003, 2003A, 2005, 2006, 2006A, 2007, 2007A, 2008, 2008A, 2009, 2101, 2101A, 2102, 2102A, 2103, 2103A, 2105, 2106, 2106A, 2107, 2107A, 2108, 2108A, 2109, 2201, 2201A, 2202, 2202A, 2203, 2203A, 2205, 2206, 2206A, 2207, 2207A, 2208, 2208A, 2209, 2301, 2301A, 2302, 2302A, 2303, 2303A, 2305, 2306, 2306A, 2307, 2307A, 2308, 2308A, 2309, 2401, 2401A, 2402, 2402A, 2403, 2403A, 2405, 2406, 2406A, 2407, 2407A, 2408, 2408A, 2409, 2501, 2501A, 2502, 2502A, 2503, 2503A, 2505, 2506, 2506A, 2507, 2507A, 2508, 2508A, 2509, 2601, 2601A, 2602, 2602A, 2603, 2603A, 2605, 2606, 2606A, 2607, 2607A, 2608, 2608A, 2609, 2701, 2701A, 2702, 2702A, 2703, 2703A, 2705, 2706, 2706A, 2707, 2707A, 2708, 2708A, 2709, 2801, 2801A, 2802, 2802A, 2803, 2803A, 2805, 2806, 2806A, 2807, 2807A, 2808, 2808A, 2809, 2901, 2901A, 2902, 2902A, 2903, 2903A, 2905, 2906, 2906A, 2907, 2907A, 2908, 2908A, 2909, 3001, 3001A, 3002, 3002A, 3003, 3003A, 3005, 3006, 3006A, 3007, 3007A, 3008, 3008A, 3009, 3101, 3101A, 3102, 3102A, 3103, 3103A, 3105, 3106, 3106A, 3107, 3107A, 3108, 3108A, 3109, 3201, 3201A, 3202, 3202A, 3203, 3203A, 3205, 3206, 3206A, 3207, 3207A, 3208, 3208A, 3209, 3301, 3301A, 3302, 3302A, 3303, 3303A, 3305, 3306, 3306A, 3307, 3307A, 3308, 3308A, 3309, 3401, 3401A, 3402, 3402A, 3403, 3403A, 3405, 3406, 3406A, 3407, 3407A, 3408, 3408A, 3409, 3501, 3501A, 3502, 3502A, 3503, 3503A, 3505, 3506, 3506A, 3507, 3507A, 3508, 3508A, 3509, 3601, 3601A, 3602, 3602A, 3603, 3603A, 3605, 3606, 3606A, 3607, 3607A, 3608, 3608A, 3609, 3701 - 3703, 3705 - 3709, 3801 - 3803, 3805 - 3809, 3901 - 3903, 3905 - 3909, 4001, 4003, 4005 - 4009.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

BRADY OWNERS CORPORATION SERVICES PTY LTD 396A LA TROBE STREET MELBOURNE VIC 3000

OC020248Y 26/11/2013

Owners Corporation Manager:

NIL

Rules:

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Owners Corporation Rules:

1. AL036474J 22/04/2014

Additional Owners Corporation Information:

OC020248Y 26/11/2013

Notations:

Folio of the Register for Common Property No. 5 is in the name of Owners Corporation 1. Members of Owners Corporation 5 are also affected by Owners Corporation 1, 2, 3 & 4.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 5	0	0
Lot 201	472	65
Lot 202	415	56
Lot 203	418	54
Lot 204	470	62
Lot 205	475	60
Lot 206	525	62
Lot 207	624	73
Lot 208	472	61
Lot 209	470	61
Lot 301	475	65
Lot 301A	396	52
Lot 302	433	62
Lot 302A	334	44
Lot 303	518	76
Lot 303A	394	52
Lot 304	485	66
Lot 305	488	63
Lot 306	535	67
Lot 306A	536	65
Lot 307	637	78
Lot 307A	343	44
Lot 308	475	61

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 308A	414	54
Lot 309	473	61
Lot 401	484	66
Lot 401A	399	52
Lot 402	436	62
Lot 402A	336	44
Lot 403	520	76
Lot 403A	396	52
Lot 404	488	62
Lot 405	505	63
Lot 406	538	67
Lot 406A	539	65
Lot 407	640	78
Lot 407A	346	44
Lot 408	478	61
Lot 408A	417	54
Lot 409	475	61
Lot 501	487	66
Lot 501A	403	52
Lot 502	439	62
Lot 502A	339	44
Lot 503	530	76
Lot 503A	399	52
Lot 504	520	71
Lot 505	530	69
Lot 506	568	76
Lot 506A	542	65
Lot 507	660	87
Lot 507A	348	44

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 508	488	61
Lot 508A	419	54
Lot 509	485	61
Lot 601	490	66
Lot 601A	395	51
Lot 602	442	62
Lot 603	533	76
Lot 603A	680	86
Lot 604	523	70
Lot 605	533	69
Lot 606	571	76
Lot 606A	726	89
Lot 607	663	87
Lot 608	495	61
Lot 608A	422	54
Lot 609	492	61
Lot 701	493	69
Lot 701A	367	42
Lot 702	445	62
Lot 703	528	76
Lot 703A	634	77
Lot 704	526	70
Lot 705	536	69
Lot 706	574	76
Lot 706A	656	79
Lot 707	667	87
Lot 708	500	61
Lot 708A	388	46
Lot 709	497	61

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Owners Corporation Search Report

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 801	628	115
Lot 801A	411	52
Lot 802	538	97
Lot 802A	348	44
Lot 803	530	70
Lot 803A	536	67
Lot 805	577	76
Lot 806	673	87
Lot 806A	590	74
Lot 807	511	61
Lot 807A	356	45
Lot 808	511	61
Lot 808A	434	57
Lot 809	540	69
Lot 901	590	72
Lot 901A	414	52
Lot 902	540	68
Lot 902A	350	44
Lot 903	530	70
Lot 903A	539	67
Lot 904	540	69
Lot 905	580	76
Lot 906	676	87
Lot 906A	593	74
Lot 907	514	61
Lot 907A	359	45
Lot 908	514	61
Lot 908A	412	51
Lot 1001	593	72

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1001A	417	52
Lot 1002	543	68
Lot 1002A	353	44
Lot 1003	533	70
Lot 1003A	542	67
Lot 1004	543	69
Lot 1005	583	76
Lot 1006	679	87
Lot 1006A	595	74
Lot 1007	517	61
Lot 1007A	361	45
Lot 1008	517	61
Lot 1008A	440	57
Lot 1101	596	72
Lot 1101A	419	52
Lot 1102	546	68
Lot 1102A	356	44
Lot 1103	536	70
Lot 1103A	545	67
Lot 1104	546	69
Lot 1105	586	76
Lot 1106	682	87
Lot 1106A	598	74
Lot 1107	520	61
Lot 1107A	364	45
Lot 1108	520	61
Lot 1108A	418	51
Lot 1201	599	72
Lot 1201A	422	52

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1202	549	68
Lot 1202A	359	44
Lot 1203	539	70
Lot 1203A	548	67
Lot 1205	589	76
Lot 1206	685	87
Lot 1206A	551	68
Lot 1207	545	61
Lot 1207A	367	45
Lot 1208	545	61
Lot 1208A	445	57
Lot 1209	549	69
Lot 1301	602	72
Lot 1301A	425	52
Lot 1302	552	68
Lot 1302A	361	44
Lot 1303	542	70
Lot 1303A	550	67
Lot 1305	592	76
Lot 1306	735	88
Lot 1306A	554	68
Lot 1307	548	61
Lot 1307A	370	45
Lot 1308	548	61
Lot 1308A	423	51
Lot 1309	552	69
Lot 1401	605	72
Lot 1401A	428	52
Lot 1402	555	68

Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1402A	364	44
Lot 1403	545	70
Lot 1403A	553	67
Lot 1405	595	76
Lot 1406	738	88
Lot 1406A	557	68
Lot 1407	551	61
Lot 1407A	372	45
Lot 1408	551	61
Lot 1408A	451	57
Lot 1409	555	69
Lot 1501	608	72
Lot 1501A	430	52
Lot 1502	558	68
Lot 1502A	367	44
Lot 1503	548	70
Lot 1503A	556	67
Lot 1505	598	76
Lot 1506	741	88
Lot 1506A	560	68
Lot 1507	554	61
Lot 1507A	375	45
Lot 1508	554	61
Lot 1508A	429	51
Lot 1509	558	69
Lot 1601	611	72
Lot 1601A	433	52
Lot 1602	561	68
Lot 1602A	370	44

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1603	551	70
Lot 1603A	559	67
Lot 1605	601	76
Lot 1606	744	88
Lot 1606A	562	68
Lot 1607	557	61
Lot 1607A	378	45
Lot 1608	557	61
Lot 1608A	456	57
Lot 1609	561	69
Lot 1701	614	72
Lot 1701A	436	52
Lot 1702	564	68
Lot 1702A	372	44
Lot 1703	554	70
Lot 1703A	561	67
Lot 1705	604	76
Lot 1706	747	88
Lot 1706A	565	68
Lot 1707	560	61
Lot 1707A	381	45
Lot 1708	560	61
Lot 1708A	434	51
Lot 1709	564	69
Lot 1801	617	72
Lot 1801A	439	52
Lot 1802	567	68
Lot 1802A	375	44
Lot 1803	557	70

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1803A	564	67
Lot 1805	607	76
Lot 1806	750	88
Lot 1806A	618	74
Lot 1807	563	61
Lot 1807A	383	45
Lot 1808	563	61
Lot 1808A	462	57
Lot 1809	567	69
Lot 1901	620	72
Lot 1901A	442	52
Lot 1902	570	68
Lot 1902A	378	44
Lot 1903	560	70
Lot 1903A	567	67
Lot 1905	610	76
Lot 1906	753	88
Lot 1906A	620	74
Lot 1907	566	61
Lot 1907A	386	45
Lot 1908	566	61
Lot 1908A	440	51
Lot 1909	570	69
Lot 2001	623	72
Lot 2001A	444	52
Lot 2002	573	68
Lot 2002A	381	44
Lot 2003	563	70
Lot 2003A	570	67

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2005	613	76
Lot 2006	756	88
Lot 2006A	623	74
Lot 2007	569	61
Lot 2007A	388	45
Lot 2008	569	61
Lot 2008A	467	57
Lot 2009	573	69
Lot 2101	626	72
Lot 2101A	447	52
Lot 2102	576	68
Lot 2102A	383	44
Lot 2103	566	70
Lot 2103A	572	67
Lot 2105	616	76
Lot 2106	759	88
Lot 2106A	626	74
Lot 2107	572	61
Lot 2107A	391	45
Lot 2108	572	61
Lot 2108A	445	51
Lot 2109	576	69
Lot 2201	629	72
Lot 2201A	450	52
Lot 2202	579	68
Lot 2202A	386	44
Lot 2203	569	70
Lot 2203A	575	67
Lot 2205	619	76

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 2206	762	88
Lot 2206A	629	74
Lot 2207	575	61
Lot 2207A	394	45
Lot 2208	575	61
Lot 2208A	473	57
Lot 2209	579	69
Lot 2301	632	72
Lot 2301A	453	52
Lot 2302	582	68
Lot 2302A	389	44
Lot 2303	572	70
Lot 2303A	578	67
Lot 2305	622	76
Lot 2306	765	88
Lot 2306A	631	74
Lot 2307	578	61
Lot 2307A	396	45
Lot 2308	578	61
Lot 2308A	451	51
Lot 2309	582	69
Lot 2401	635	72
Lot 2401A	455	52
Lot 2402	585	68
Lot 2402A	392	44
Lot 2403	575	70
Lot 2403A	581	67
Lot 2405	625	76
Lot 2406	768	88

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2406A	634	74
Lot 2407	581	61
Lot 2407A	399	45
Lot 2408	581	61
Lot 2408A	478	57
Lot 2409	585	69
Lot 2501	638	72
Lot 2501A	458	52
Lot 2502	588	68
Lot 2502A	395	44
Lot 2503	578	70
Lot 2503A	583	67
Lot 2505	628	76
Lot 2506	771	88
Lot 2506A	637	74
Lot 2507	584	61
Lot 2507A	402	45
Lot 2508	584	61
Lot 2508A	456	51
Lot 2509	588	69
Lot 2601	641	72
Lot 2601A	461	52
Lot 2602	591	68
Lot 2602A	397	44
Lot 2603	581	70
Lot 2603A	586	67
Lot 2605	631	76
Lot 2606	774	88
Lot 2606A	640	74

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Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2607	587	61
Lot 2607A	405	45
Lot 2608	587	61
Lot 2608A	484	57
Lot 2609	591	69
Lot 2701	644	72
Lot 2701A	464	52
Lot 2702	594	68
Lot 2702A	400	44
Lot 2703	584	70
Lot 2703A	589	67
Lot 2705	634	76
Lot 2706	777	88
Lot 2706A	642	74
Lot 2707	590	61
Lot 2707A	407	45
Lot 2708	590	61
Lot 2708A	459	51
Lot 2709	594	69
Lot 2801	647	74
Lot 2801A	466	52
Lot 2802	597	68
Lot 2802A	403	44
Lot 2803	587	70
Lot 2803A	592	67
Lot 2805	637	76
Lot 2806	780	88
Lot 2806A	645	74
Lot 2807	593	61

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2807A	410	45
Lot 2808	593	61
Lot 2808A	489	57
Lot 2809	597	69
Lot 2901	650	74
Lot 2901A	469	52
Lot 2902	600	68
Lot 2902A	406	44
Lot 2903	590	70
Lot 2903A	595	67
Lot 2905	640	76
Lot 2906	783	88
Lot 2906A	648	74
Lot 2907	596	61
Lot 2907A	413	45
Lot 2908	596	61
Lot 2908A	462	51
Lot 2909	600	69
Lot 3001	650	74
Lot 3001A	472	52
Lot 3002	603	68
Lot 3002A	408	44
Lot 3003	593	70
Lot 3003A	597	67
Lot 3005	640	76
Lot 3006	783	87
Lot 3006A	651	74
Lot 3007	599	61
Lot 3007A	416	45

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3008	599	61
Lot 3008A	495	57
Lot 3009	603	69
Lot 3101	653	72
Lot 3101A	475	52
Lot 3102	606	68
Lot 3102A	411	44
Lot 3103	596	70
Lot 3103A	600	67
Lot 3105	643	76
Lot 3106	786	87
Lot 3106A	654	74
Lot 3107	602	61
Lot 3107A	418	45
Lot 3108	602	61
Lot 3108A	466	51
Lot 3109	606	69
Lot 3201	656	72
Lot 3201A	477	52
Lot 3202	609	68
Lot 3202A	414	44
Lot 3203	599	70
Lot 3203A	603	67
Lot 3205	646	76
Lot 3206	789	87
Lot 3206A	656	74
Lot 3207	605	61
Lot 3207A	421	45
Lot 3208	605	61

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3208A	501	57
Lot 3209	609	69
Lot 3301	662	74
Lot 3301A	480	52
Lot 3302	612	69
Lot 3302A	417	44
Lot 3303	602	71
Lot 3303A	606	67
Lot 3305	652	76
Lot 3306	795	88
Lot 3306A	659	74
Lot 3307	608	64
Lot 3307A	424	45
Lot 3308	608	63
Lot 3308A	472	51
Lot 3309	612	70
Lot 3401	662	74
Lot 3401A	483	52
Lot 3402	615	69
Lot 3402A	419	44
Lot 3403	605	71
Lot 3403A	608	67
Lot 3405	655	76
Lot 3406	798	88
Lot 3406A	662	74
Lot 3407	611	64
Lot 3407A	427	45
Lot 3408	611	63
Lot 3408A	506	57

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3409	615	70
Lot 3501	668	74
Lot 3501A	486	52
Lot 3502	618	69
Lot 3502A	422	44
Lot 3503	608	71
Lot 3503A	611	67
Lot 3505	658	76
Lot 3506	801	88
Lot 3506A	665	74
Lot 3507	614	64
Lot 3507A	430	45
Lot 3508	614	63
Lot 3508A	477	51
Lot 3509	618	70
Lot 3601	671	74
Lot 3601A	489	52
Lot 3602	621	69
Lot 3602A	425	44
Lot 3603	611	71
Lot 3603A	614	67
Lot 3605	661	76
Lot 3606	809	88
Lot 3606A	667	74
Lot 3607	617	64
Lot 3607A	432	45
Lot 3608	617	63
Lot 3608A	512	57
Lot 3609	621	70

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3701	674	74
Lot 3702	624	69
Lot 3703	614	71
Lot 3705	664	76
Lot 3706	807	88
Lot 3707	620	64
Lot 3708	620	63
Lot 3709	624	70
Lot 3801	680	74
Lot 3802	630	70
Lot 3803	620	71
Lot 3805	698	76
Lot 3806	810	88
Lot 3807	625	64
Lot 3808	625	63
Lot 3809	630	70
Lot 3901	683	74
Lot 3902	633	69
Lot 3903	623	71
Lot 3905	701	76
Lot 3906	813	88
Lot 3907	623	64
Lot 3908	628	63
Lot 3909	633	70
Lot 4001	1322	144
Lot 4003	626	71
Lot 4005	704	76
Lot 4006	816	88
Lot 4007	631	64

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OWNERS CORPORATION 5
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4008	631	63
Lot 4009	636	70
Total	**285430.00**	**33602.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
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OWNERS CORPORATION 3
PLAN NO. PS624531N

The land in PS624531N is affected by 5 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 301A, 302A, 303A, 306A, 307A, 308A, 401A, 402A, 403A, 406A, 407A, 408A, 501A, 502A, 503A, 506A, 507A, 508A, 601A, 603A, 606A, 608A, 701A, 703A, 706A, 708A, 801A, 802A, 803A, 806A, 807A, 808A, 901A, 902A, 903A, 906A, 907A, 908A, 1001A, 1002A, 1003A, 1006A, 1007A, 1008A, 1101A, 1102A, 1103A, 1106A, 1107A, 1108A, 1201A, 1202A, 1203A, 1206A, 1207A, 1208A, 1301A, 1302A, 1303A, 1306A, 1307A, 1308A, 1401A, 1402A, 1403A, 1406A, 1407A, 1408A, 1501A, 1502A, 1503A, 1506A, 1507A, 1508A, 1601A, 1602A, 1603A, 1606A, 1607A, 1608A, 1701A, 1702A, 1703A, 1706A, 1707A, 1708A, 1801A, 1802A, 1803A, 1806A, 1807A, 1808A, 1901A, 1902A, 1903A, 1906A, 1907A, 1908A, 2001A, 2002A, 2003A, 2006A, 2007A, 2008A, 2101A, 2102A, 2103A, 2106A, 2107A, 2108A, 2201A, 2202A, 2203A, 2206A, 2207A, 2208A, 2301A, 2302A, 2303A, 2306A, 2307A, 2308A, 2401A, 2402A, 2403A, 2406A, 2407A, 2408A, 2501A, 2502A, 2503A, 2506A, 2507A, 2508A, 2601A, 2602A, 2603A, 2606A, 2607A, 2608A, 2701A, 2702A, 2703A, 2706A, 2707A, 2708A, 2801A, 2802A, 2803A, 2806A, 2807A, 2808A, 2901A, 2902A, 2903A, 2906A, 2907A, 2908A, 3001A, 3002A, 3003A, 3006A, 3007A, 3008A, 3101A, 3102A, 3103A, 3106A, 3107A, 3108A, 3201A, 3202A, 3203A, 3206A, 3207A, 3208A, 3301A, 3302A, 3303A, 3306A, 3307A, 3308A, 3401A, 3402A, 3403A, 3406A, 3407A, 3408A, 3501A, 3502A, 3503A, 3506A, 3507A, 3508A, 3601A, 3602A, 3603A, 3606A, 3607A, 3608A, S3, S4.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

BRADY OWNERS CORPORATION SERVICES PTY LTD 396A LA TROBE STREET MELBOURNE VIC 3000

OC020246D 26/11/2013

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. AL036469B 22/04/2014

Additional Owners Corporation Information:

OC020246D 26/11/2013

Notations:

Folio of the Register for Common Property No. 3 is in the name of Owners Corporation 1. Members of Owners Corporation 3 are also affected by Owners Corporation 1 & 5.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/08/2023 03:41:19 PM

OWNERS CORPORATION 3
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 301A	396	52
Lot 302A	334	44
Lot 303A	394	52
Lot 306A	536	65
Lot 307A	343	44
Lot 308A	414	54
Lot 401A	399	52
Lot 402A	336	44
Lot 403A	396	52
Lot 406A	539	65
Lot 407A	346	44
Lot 408A	417	54
Lot 501A	403	52
Lot 502A	339	44
Lot 503A	399	52
Lot 506A	542	65
Lot 507A	348	44
Lot 508A	419	54
Lot 601A	395	51
Lot 603A	680	86
Lot 606A	726	89
Lot 608A	422	54
Lot 701A	367	42
Lot 703A	634	77
Lot 706A	656	79
Lot 708A	388	46
Lot 801A	411	52
Lot 802A	348	44

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/08/2023 03:41:19 PM

OWNERS CORPORATION 3
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 803A	536	67
Lot 806A	590	74
Lot 807A	356	45
Lot 808A	434	57
Lot 901A	414	52
Lot 902A	350	44
Lot 903A	539	67
Lot 906A	593	74
Lot 907A	359	45
Lot 908A	412	51
Lot 1001A	417	52
Lot 1002A	353	44
Lot 1003A	542	67
Lot 1006A	595	74
Lot 1007A	361	45
Lot 1008A	440	57
Lot 1101A	419	52
Lot 1102A	356	44
Lot 1103A	545	67
Lot 1106A	598	74
Lot 1107A	364	45
Lot 1108A	418	51
Lot 1201A	422	52
Lot 1202A	359	44
Lot 1203A	548	67
Lot 1206A	551	68
Lot 1207A	367	45
Lot 1208A	445	57
Lot 1301A	425	52

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1302A	361	44
Lot 1303A	550	67
Lot 1306A	554	68
Lot 1307A	370	45
Lot 1308A	423	51
Lot 1401A	428	52
Lot 1402A	364	44
Lot 1403A	553	67
Lot 1406A	557	68
Lot 1407A	372	45
Lot 1408A	451	57
Lot 1501A	430	52
Lot 1502A	367	44
Lot 1503A	556	67
Lot 1506A	560	68
Lot 1507A	375	45
Lot 1508A	429	51
Lot 1601A	433	52
Lot 1602A	370	44
Lot 1603A	559	67
Lot 1606A	562	68
Lot 1607A	378	45
Lot 1608A	456	57
Lot 1701A	436	52
Lot 1702A	372	44
Lot 1703A	561	67
Lot 1706A	565	68
Lot 1707A	381	45
Lot 1708A	434	51

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ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/08/2023 03:41:19 PM

OWNERS CORPORATION 3
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1801A	439	52
Lot 1802A	375	44
Lot 1803A	564	67
Lot 1806A	618	74
Lot 1807A	383	45
Lot 1808A	462	57
Lot 1901A	442	52
Lot 1902A	378	44
Lot 1903A	567	67
Lot 1906A	620	74
Lot 1907A	386	45
Lot 1908A	440	51
Lot 2001A	444	52
Lot 2002A	381	44
Lot 2003A	570	67
Lot 2006A	623	74
Lot 2007A	388	45
Lot 2008A	467	57
Lot 2101A	447	52
Lot 2102A	383	44
Lot 2103A	572	67
Lot 2106A	626	74
Lot 2107A	391	45
Lot 2108A	445	51
Lot 2201A	450	52
Lot 2202A	386	44
Lot 2203A	575	67
Lot 2206A	629	74
Lot 2207A	394	45

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2208A	473	57
Lot 2301A	453	52
Lot 2302A	389	44
Lot 2303A	578	67
Lot 2306A	631	74
Lot 2307A	396	45
Lot 2308A	451	51
Lot 2401A	455	52
Lot 2402A	392	44
Lot 2403A	581	67
Lot 2406A	634	74
Lot 2407A	399	45
Lot 2408A	478	57
Lot 2501A	458	52
Lot 2502A	395	44
Lot 2503A	583	67
Lot 2506A	637	74
Lot 2507A	402	45
Lot 2508A	456	51
Lot 2601A	461	52
Lot 2602A	397	44
Lot 2603A	586	67
Lot 2606A	640	74
Lot 2607A	405	45
Lot 2608A	484	57
Lot 2701A	464	52
Lot 2702A	400	44
Lot 2703A	589	67
Lot 2706A	642	74

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2707A	407	45
Lot 2708A	459	51
Lot 2801A	466	52
Lot 2802A	403	44
Lot 2803A	592	67
Lot 2806A	645	74
Lot 2807A	410	45
Lot 2808A	489	57
Lot 2901A	469	52
Lot 2902A	406	44
Lot 2903A	595	67
Lot 2906A	648	74
Lot 2907A	413	45
Lot 2908A	462	51
Lot 3001A	472	52
Lot 3002A	408	44
Lot 3003A	597	67
Lot 3006A	651	74
Lot 3007A	416	45
Lot 3008A	495	57
Lot 3101A	475	52
Lot 3102A	411	44
Lot 3103A	600	67
Lot 3106A	654	74
Lot 3107A	418	45
Lot 3108A	466	51
Lot 3201A	477	52
Lot 3202A	414	44
Lot 3203A	603	67

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Locked bag 20005, Melbourne 3001, DX 210189
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3206A	656	74
Lot 3207A	421	45
Lot 3208A	501	57
Lot 3301A	480	52
Lot 3302A	417	44
Lot 3303A	606	67
Lot 3306A	659	74
Lot 3307A	424	45
Lot 3308A	472	51
Lot 3401A	483	52
Lot 3402A	419	44
Lot 3403A	608	67
Lot 3406A	662	74
Lot 3407A	427	45
Lot 3408A	506	57
Lot 3501A	486	52
Lot 3502A	422	44
Lot 3503A	611	67
Lot 3506A	665	74
Lot 3507A	430	45
Lot 3508A	477	51
Lot 3601A	489	52
Lot 3602A	425	44
Lot 3603A	614	67
Lot 3606A	667	74
Lot 3607A	432	45
Lot 3608A	512	57
Lot S3	670	176
Lot S4	670	175

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/08/2023 03:41:19 PM

OWNERS CORPORATION 3
PLAN NO. PS624531N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	**96528.00**	**11519.00**

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

Statement End.

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

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 29 August 2023 03:40 PM

PROPERTY DETAILS

Address:	**2606/5 SUTHERLAND STREET MELBOURNE 3000**
Lot and Plan Number:	**Lot 2606A PS624531**
Standard Parcel Identifier (SPI):	**2606A\PS624531**
Local Government Area (Council):	**MELBOURNE** www.melbourne.vic.gov.au
Council Property Number:	**649831**
Planning Scheme:	**Melbourne** Planning Scheme - Melbourne
Directory Reference:	**Melway 2F D2**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**CITIPOWER**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**MELBOURNE**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Planning Zones

CAPITAL CITY ZONE (CCZ)
CAPITAL CITY ZONE - SCHEDULE 1 (CCZ1)



CCZ - Capital City **Tram line**

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

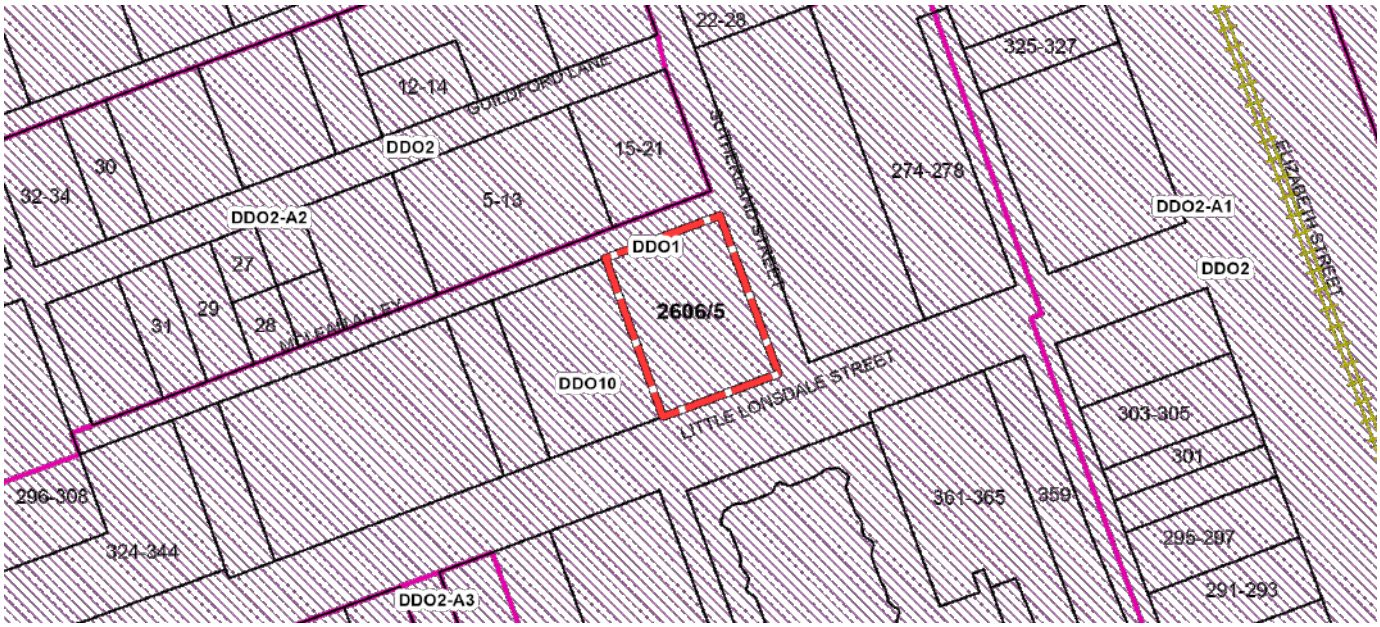
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)



DDO - Design and Development Overlay Tram line

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

PARKING OVERLAY (PO)
PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



PO - Parking Overlay Tram line

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)

SPECIFIC CONTROLS OVERLAY (SCO)



HO - Heritage Overlay

SBO - Special Building Overlay

SCO - Specific Controls Overlay

Tram line

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

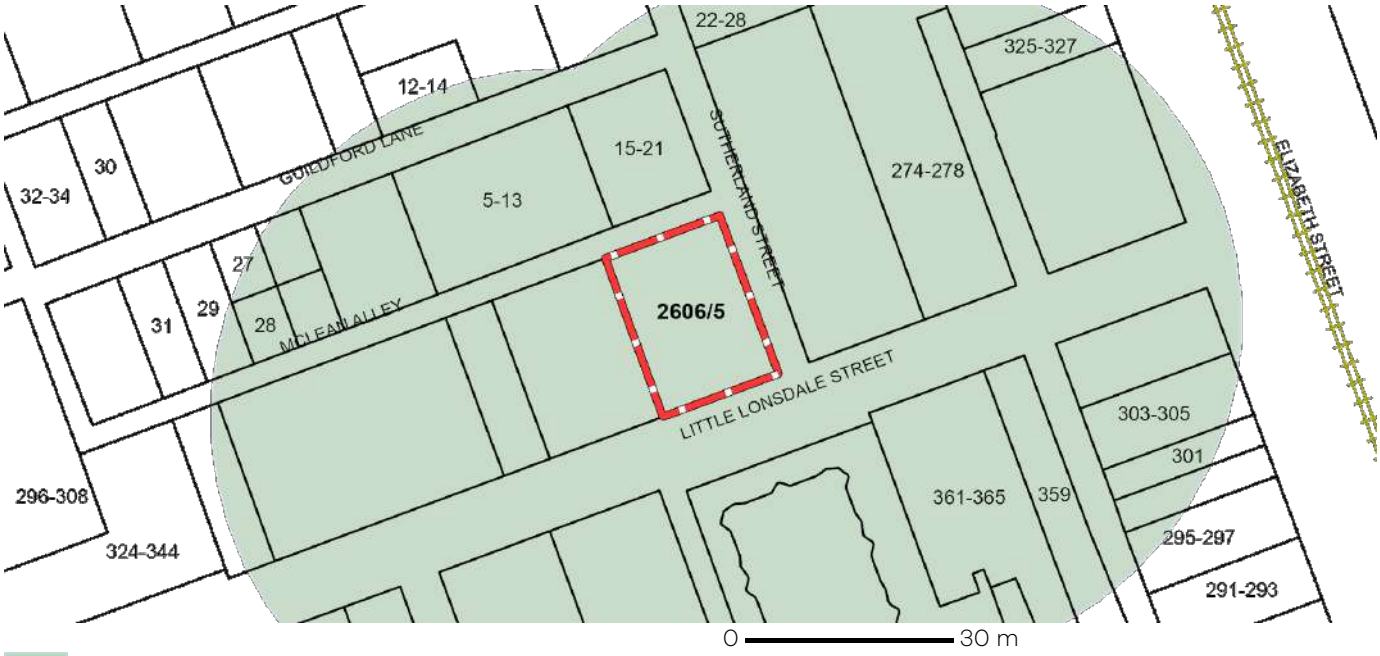
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to http://www.aav.nrms.net.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation



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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Further Planning Information

Planning scheme data last updated on 23 August 2023.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit https://mapshare.maps.vic.gov.au/vicplan

For other information about planning in Victoria visit https://www.planning.vic.gov.au

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PLANNING PROPERTY REPORT

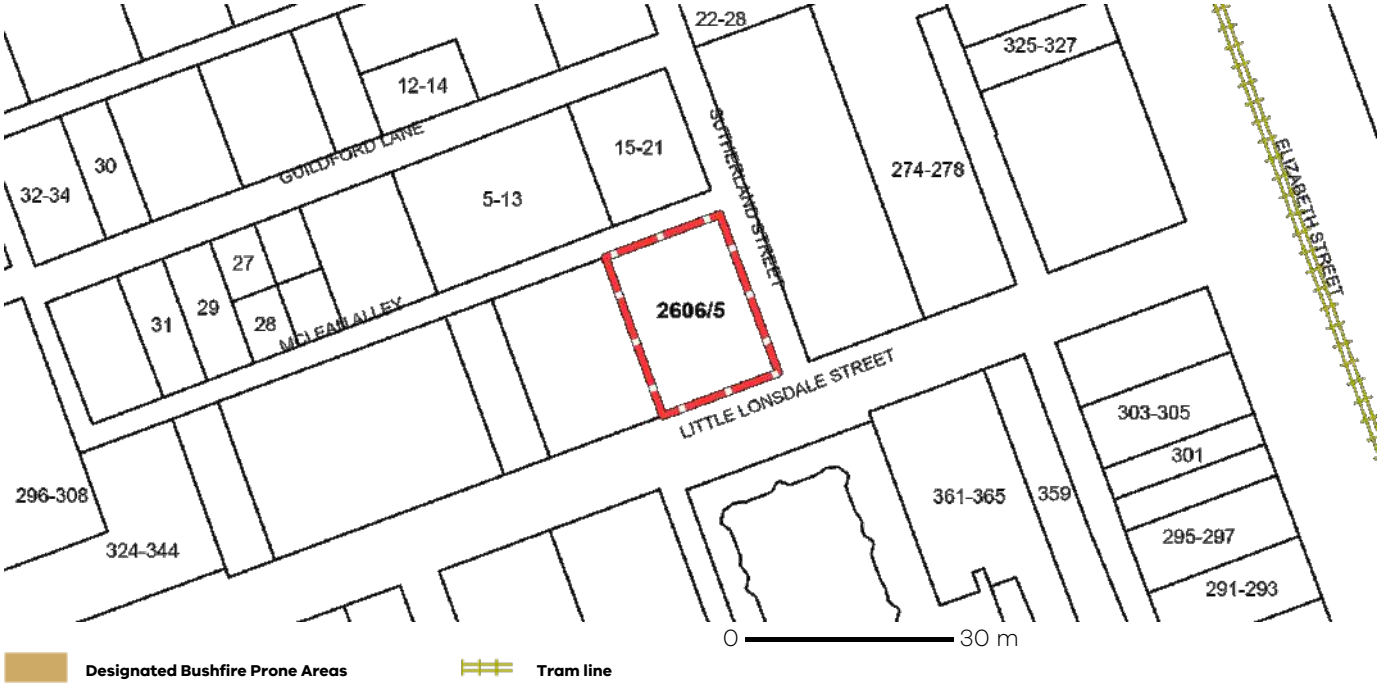
Environment, Land, Water and Planning

Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at https://mapshare.vic.gov.au/vicplan/ or at the relevant local council.

Create a BPA definition plan in VicPlan to measure the BPA.

Information for lot owners building in the BPA is available at https://www.planning.vic.gov.au.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au. Copies of the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au. For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see Native Vegetation (Clause 52.17) with local variations in Native Vegetation (Clause 52.17) Schedule

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 29 August 2023 03:37 PM

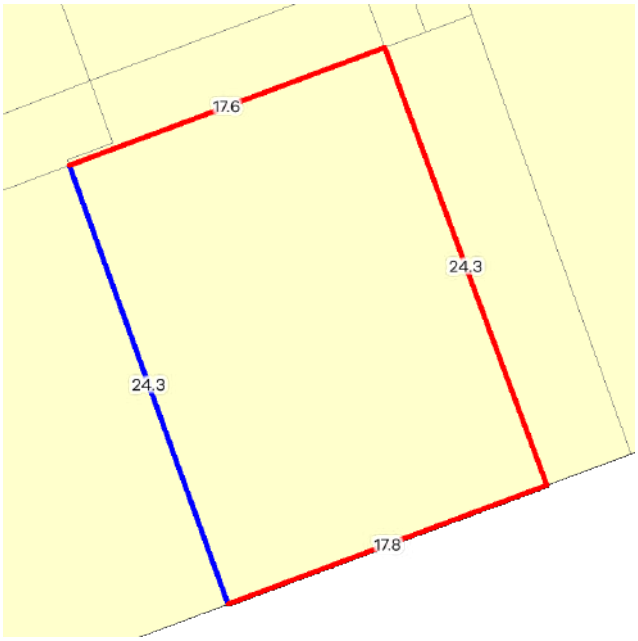
PROPERTY DETAILS

Address:	**2606/5 SUTHERLAND STREET MELBOURNE 3000**
Lot and Plan Number:	**Lot 2606A PS624531**
Standard Parcel Identifier (SPI):	**2606A\PS624531**
Local Government Area (Council):	**MELBOURNE** www.melbourne.vic.gov.au
Council Property Number:	**649831**
Directory Reference:	**Melway 2F D2**

Note: There are 219 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 430 sq. m
Perimeter: 84 m
For this property:
Site boundaries
Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**CITIPOWER**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**MELBOURNE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

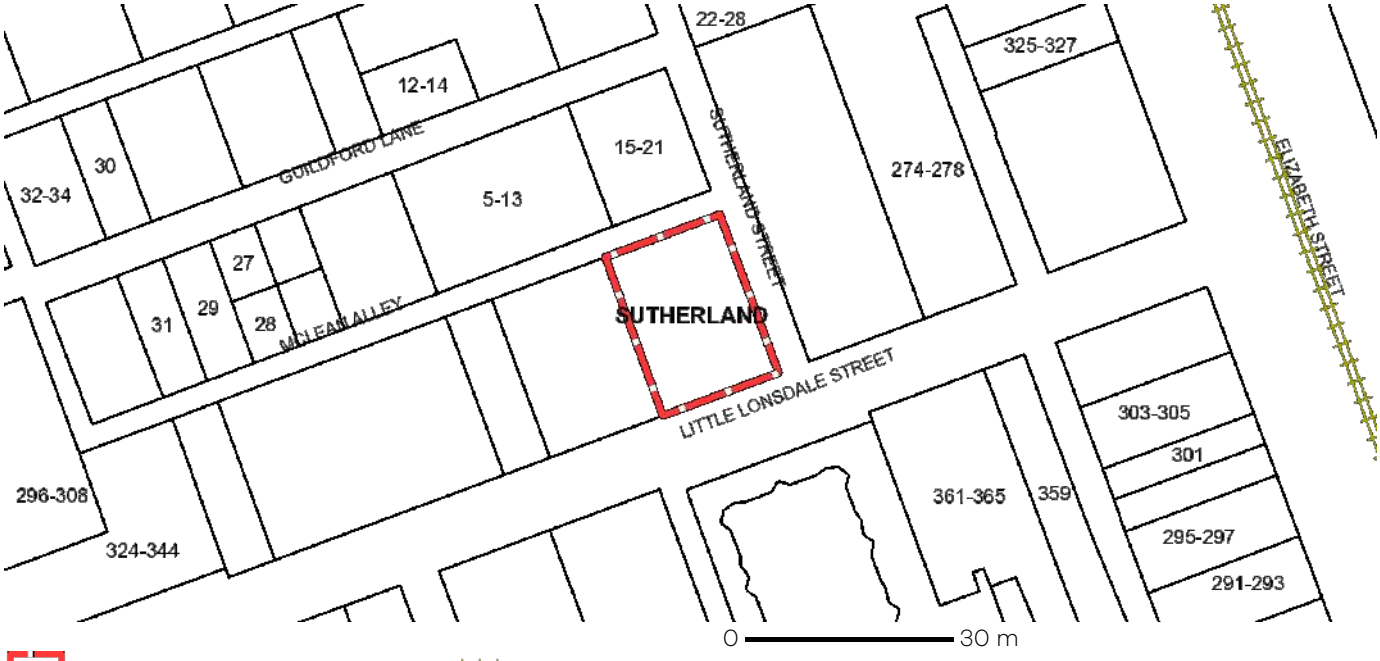
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



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BL

Greater Western Water

My account number is

1252 7257 9118

Invoice No.	T640560834
Service Address	Un 2606/5 Sutherland Street Melbourne Lot 2606a Plan 624531
Issue Date	15 Aug 2023
Water Faults & Emergencies (24 hours)	13 44 99
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	13 44 99
Interpreter Service	(03) 9313 8989
General Mail	Locked Bag 350, Sunshine Vic 3020

Greater Western Water
ABN 70 066 902 467

gww.com.au

F TJAHJADI
C/O XYNERGY REALTY GROUP
19 STATION STREET
OAKLEIGH VIC 3166



Account summary

PREVIOUS BILL	$138.67
RECEIVED	$138.67
BALANCE	$0.00
NETWORK CHARGES	$118.99
OTHER CHARGES	$114.40
PLEASE PAY	$233.39

15/08/23-09:51:32-CCSEML_230814212800A.PRO
F-D-002253-0001/0002-1-000000-R-A001452617

Annual Parks Charge

Each year from 1 July we collect the Parks Charge on behalf of the Department of Energy, Environment and Climate Action.

These funds help Parks Victoria support the management and maintenance of Melbourne's iconic parks, trails, zoos, and waterways. Visit **parks.vic.gov.au** to learn more.



BL

Details of charges - Residential

Previous Bill

Previous Bill	$138.67

Payments Received

29/05/2023	-$138.67

BALANCE FORWARD $0.00

Network Charges	Charge Period	Charge $
Water Network Charge	(01/07/2023 to 30/09/2023)	$51.60
Sewerage Network Charge	(01/07/2023 to 30/09/2023)	$67.39

TOTAL NETWORK CHARGES $118.99

Other Charges		Net annual value (NAV)^	Rate in NAV $	Minimum	Charge $
Waterways & Drainage Charge	(01/07/2023 to 30/09/2023)				$29.54
Annual Parks Charge^	(01/07/2023 to 30/06/2024)	$14,175	0.004970	$84.86	$84.86

^The NAV is based on 1990 dollar equivalents

TOTAL OTHER AUTHORITIES' CHARGES $114.40

FINAL TOTAL, PLEASE PAY THIS AMOUNT $233.39

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

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

Need help paying your bill? Give us a call

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

Waterways and drainage charge

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

Annual parks charge

Our Annual Parks Charge helps Parks Victoria support Melbourne's major parks, gardens, trails and zoos. We collect this charge on behalf of the Department of Energy, Environment and Climate Action. Learn more at **parks.vic.gov.au**

Our prices 2023-24

From 1 July 2023, our prices will change in line with adjustments approved by the Essential Services Commission - the independent regulator of Victoria's water industry. To learn more about our price changes, visit **gww.com.au**

CCSEML_230814212800A.PRO>BIL_vAUG23.10>15/08/23>09:51:32>-------

Service Address: Un 2606/5 Sutherland Street Melbourne

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is
			1252 7257 9118

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

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

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

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

AMOUNT DUE
$233.39
PLEASE PAY BY
5 SEP 2023

BPAY Biller Code: 8789
Ref: 1252 7257 9118

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

POST billpay Billpay Code: 0362
Ref: 1252 7257 9118

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

*362 125272579118

+00125272579118> +009201+ <0640560834> <0000023339> +444+

Building partnerships for a thriving region

Our service area is one of the fastest growing regions in Australia. We're committed to supporting this growth and to our core purpose of delivering trusted water services to the region.

To do this, we partner with groups and organisations who share our commitment to our diverse community and to caring for Country.

Our partnership activities are varied, from providing the next generation of students with hands-on experience to sponsoring local projects that bring our community together.

We're also collaborating with Melbourne's other water corporations to show how we can provide a secure and sustainable water supply over the next 50 years and partnering with Traditional Owners and First Nations peoples to act on our commitment to reconciliation.

Our partnerships reflect the diversity of our growing region and help us achieve our vision of thriving people and Country.

Maree



Maree Lang
Managing Director
Greater Western Water

Working with Victoria University for a prosperous west

We've strengthened our partnership with Victoria University (VU) by signing a Memorandum of Understanding (MOU) that will benefit the people, businesses and environment of Melbourne's west.



Our Managing Director Maree Lang and VU Vice Chancellor Professor Adam Shoemaker signed the MOU, which establishes a five-year major alliance between us.

Our shared values have brought us together many times in the past, and will continue to do so in the future. Currently, we're working together to explore opportunities to partner in education and training, to support First Nations peoples' participation in our region, and to bring innovation to water and wastewater management.

We both have an important role that extends beyond our core purpose. That is to support a thriving western region by developing individuals and communities, and by protecting, healing and caring for Country.

Congratulations to our latest Thriving Communities recipients

In June, we announced the recipients of our 23/24 Thriving Communities grants and sponsorships round. We awarded approximately $176,000 to community groups and organisations across our service area.

We've funded a range of projects that make our region a great place to live, including sports tournaments, art exhibitions, community events and health initiatives. We've also focused on projects that have a positive impact on our natural environment, supporting local waterways and wildlife.



To learn more about the grants and sponsorship program go to **gww.com.au/grants-sponsorships**



Our plan for Melbourne's water future

In April, we launched the Greater Melbourne Urban Water and System Strategy: Water for Life alongside Melbourne Water, Yarra Valley Water and South East Water.

The plan describes how we will work together to secure Melbourne's water supplies for the next 50 years.

We'll balance Melbourne's water needs by diversifying our water sources and using new water supplies. The strategy is a shared plan with Traditional Owners and the community, who helped shape criteria to assess and short-list future options.

For more information visit **waterforlifestrategy.com.au**

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

A simpler billing experience

Over the next 12 months, we're making some big changes to your billing experience. This upgrade will mean a simpler experience for you, whether you choose an email or paper bill.

We're redesigning your bill to make it easier to understand and building a new online account to make paying your bill and managing your account simpler.

From October 2023, customers who receive a bill every four months will receive a bill quarterly, or every three months. You'll have 21 days to pay each bill from the issue date.

Customers in the City of Hume and City of Melton who previously received a separate bill for the annual Parks Charge will instead have that charge included in their usual Greater Western Water bill.

For more information about changes to your bill visit **gww.com.au/billexperience**

Royal Parade upgrade

After more than 130 years of ongoing use the Royal Parade water main is getting an upgrade. We will replace the existing water main with new pipes, between Princes Park and Genetics Lane.



This upgrade means we'll maintain a safe and reliable water service for Parkville and Melbourne's CBD now and into the future.

Construction commenced in May and will be completed in October. To find out more visit **gww.com.au/royalparade**



Healing and caring for Country

Our commitment to 'healing and caring for Country' means partnering with Traditional Owners and First Nations peoples.

Through these partnerships, we're increasing industry connections with First Nations suppliers, collaborating on water management, and building our people's cultural awareness through education and training.

We're launching our first GWW Reconciliation Action Plan (RAP) later this year. This plan outlines how we will work to create a society that celebrates and protects the ongoing cultural and spiritual connections of First Nations peoples to land and water.

For more information visit **gww.com.au/firstnations**

We're preparing our price submission

A price submission is our plan for the prices you will be charged, the level of service you can expect and the investments we will make between 2024 and 2028.

Since August 2022 we've been listening to what you have to say on our services and prices through online surveys, focus groups and our 45-strong community panel.

Over the next few months, we'll be incorporating this into our price submission.

Find out more at **gww.com.au/pricesubmission**



Prevent frozen pipes this winter

In the cooler months, water meters and pipes that sit above the ground can freeze.

This could result in your property having no water and can cause your meter to burst or pipes to split.

To avoid this, place a cover over your meter and pipes to protect them from frost. A blanket, container or bucket will work.

Learn more at **gww.com.au/frozenmeters**



Contact us

Call **13 44 99**

Visit **gww.com.au**

@greaterwesternwater

@greaterwesternwater

@GWWVic

@greaterwesternwater

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

Rate Instalment Notice
Instalment 4 2022 - 2023

CITY OF MELBOURNE

027 13274

F Tjahjadi
C/- Xynergy Realty Group
19 Station St
OAKLEIGH VIC 3166

Assessment no.	214139 8
Date of issue	8 May 2023

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

DUE DATE
31 May 2023

AMOUNT DUE
$363.22

Property **Unit 2606, Level 26, 5 Sutherland Street, MELBOURNE VIC 3000**

Current Instalment	$363.22

Interest will be charged at 10% on late payments, backdated to the due date of the instalment.

Payments included to 2 May 2023.

Payment methods

Assessment no. 214139 8 **Property** Unit 2606, Level 26, 5 Sutherland Street, MELBOURNE VIC 3000

BPAY Biller code: **79616**
Ref: 102141398

BPAY® this payment via Internet or phone banking
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 102141398
Credit cards not accepted.

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

*3397 0891 0102141398 83

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

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.

Due Date	**31 May 2023**
Amount Due	**$363.22**

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
Business hours, Monday to Friday.
Visa, Mastercard or EFTPOS available.
Cash payments not accepted.

L013274 013274 #86784

+102141398000000> +000891+ <0000000000> <0000036322> +444+

*Interest penalties for late payment

Penalty interest will be calculated at 10% from the date when each quarterly instalment was due, irrespective of whether or not a ratepayer has chosen to pay by the instalment or lump sum option.

All payments will be allocated as follows:

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

If you are having difficulties in making payments, prior to the due dates, please contact the Customer Service Hotline on 03 9658 9658 for assistance.

Pensioner concessions

If you are a pensioner and have a current concession card issued by Centrelink or the Department of Veteran Affairs, you may be eligible for a rate rebate on your principal place of residence.

For more information on pensioner concessions visit **www.melbourne.vic.gov.au/rates** or phone 03 9658 9658.

Other penalties for failing to pay

Apart from requiring interest to be paid, Council may sue in the Magistrates' Court to recover any outstanding rates or charges.

Council also has the power to sell a property in respect of which there are arrears of rates or charges under Section 181 of the Local Government Act 1989.

Privacy Statement

The City of Melbourne collects your personal property information for the purposes of issuing and collecting municipal rates as well as compiling the electoral roll for Council elections. Your information may also be disclosed to other government agencies (regarding works that may affect you or your property) or debt collection agencies (where rates remain unpaid). Read our Privacy Policy at **melbourne.vic.gov.au**

You can change your property information by calling us at 03 9658 9658.

ANY QUESTIONS?

Find out how your rates are calculated, what they go towards, as well as payment information and how to change your address at melbourne.vic.gov.au/rates

Phone: 03 9658 9658
Mail: GPO Box 2158 Melbourne VIC 3001
Email: rates@melbourne.vic.gov.au

Interpreter Services
Speak a language other than English? We can help. Call 03 9280 0726. Deaf, speech or hearing impaired? Contact National Relay Service: Teletypewriter (TTY) 133 677 ask for 03 9658 9658 Speak & Listen 1300 555 727

DIRECT DEBIT

Direct debit – set and forget

Avoid late fees by ensuring your payments occur automatically. Sign up at **melbourne.vic.gov.au/rates**

Direct debits will occur automatically each year unless you opt out by informing City of Melbourne in writing. Further information at **melbourne.vic.gov.au/rates**

SAVE PAPER

Save paper and get your rates notice by email. Visit **melbourne.vic.gov.au/rates** and have your rates notice with you.

BRADY owners corporation services

Brady Owners Corporation Services Pty Ltd
ABN: 44 165 535 688
GF 270 King Street, Melb VIC 3000
T: (03) 8622 8144 F: (03) 8622 8188
E-mail: manager@bradyocs.com.au

Notice of Levies

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

Tax Invoice

Issued 07/07/2023 on behalf of:

Owners Corporation PS 624531N
ABN 87878100518
Melbourne Star & Sky
5-8 Sutherland Street
MELBOURNE VIC 3000

for Lot 2606A Unit 2606
Fonny Tjahjadi
Melbourne Sky
2606/5 Sutherland Street
MELBOURNE VIC 3000

Fonny Tjahjadi
c/- Xynergy Realty (Oakleigh)
19 Station Street
Oaekleigh VIC 3166

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) ($) Admin Fund	Sinking Fund	Total
04/08/2023	OC1-Adjustment levy 1/1/23-30/9/23 per AGM 25/5/23	127.30	0.00	127.30
04/08/2023	OC3-Adjustment levy 1/1/23-30/9/23 per AGM 25/5/23	46.95	0.00	46.95
04/08/2023	OC5-Adjustment levy 1/1/23-30/9/23 per AGM 25/5/23	5.86	0.00	5.86
	Total due in month	180.11	0.00	180.11

Total of this notice	180.11
Arrears	0.00
Interest on arrears	0.00
Outstanding owner invoices	0.00
Subtotal of amount due	180.11
Prepaid	0.00
Total amount due	**$180.11**

(including $16.37 GST)

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.
Cheques should be made payable to 'Owners Corporation PS 624531N'

Levy Payment due 04/08/2023

Adjustment levy per items 7 and 8 of the minutes of the AGM dated 25 May 2023

MACQUARIE BANK

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.

Xynergy Realty (Oakleigh)

Owners Corporation PS624531N
Lot 2606A Unit 2606

*496 256686007 14528

BPAY 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

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

Pay over the phone 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 or call 1300 301 090 and follow the instructions. A surcharge will be applicable if you use this option.

Pay by mailing this payment slip with your cheque to:
DEFT Payment Systems
GPO Box 2174, Melbourne VIC 3001

Post Billpay Pay in-store at Australia Post.

Brady OCS

DEFT Reference Number
25668600714528

Amount Due
$180.11

Due Date
04/08/2023

Amount Paid
$

+256686007 14528 < 000018011<3+

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.

Disputes

The *Owners Corporations Act 2006* (the Act), Owners Corporations Regulations (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 Consumer Affairs Victoria
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 Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria

You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or visit the Consumer Affairs Victoria website <http://www.consumer.vic.gov.au/contact> (consumer.vic.gov.au/contact).

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 1800 133 055 or visit the Victorian Civil and Administrative Tribunal website <http://www.vcat.vic.gov.au> (vcat.vic.gov.au).

Important information on fees and charges

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RESIDENTIAL TENANCIES ACT 1997
CONDITIONS OF AGREEMENT
Ver.7.2.0/0122

This Agreement is between the RESIDENTIAL RENTAL PROVIDER (RENTAL PROVIDER) and the RENTER specified in Schedule A. RENTAL PROVIDER must use this form for a fixed term Residential Rental Agreement of no more than five years or a periodic Residential Rental Agreement in writing.

1. GENERAL CONDITION
This form is the written record of your Rental Agreement. This is a binding contract under the *Residential Tenancies Act 1997* and *Residential Tenancies Amendment Act 2018*, so please read all terms and conditions carefully. If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement. When a bond is paid, the RENTAL PROVIDER/AGENT and RENTER must complete an Entry Condition Report, and both keep a copy for their records. RENTER must return the **Entry Condition Report within 5 (five) business days**; beyond that RENTER agreed and accepted the condition of the premises let as on the Entry Condition Report.

1.1. PREMISES LET AND RENT
The RENTAL PROVIDER lets the RENTER of the PREMISES LET specified in Schedule A together with those items indicated in Schedule A, for which the RENT shall be the amount specified in Schedule A commencing on the start date specified in Schedule A and payable in advance by the RENTER to the party specified in Schedule A.

1.2. BOND
The RENTER has been asked to pay the bond specified in Schedule A to the RENTAL PROVIDER/AGENT on or before the signing of this Agreement. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

1.3. FIXED TERM AGREEMENT
The term of this Agreement must be as specified in Schedule A. STARTING on the date specified in Schedule A and ENDING on the date specified in Schedule A; and unless either party terminates this Agreement in accordance with the provisions of the *Residential Tenancies Act 1997*, this Agreement will continue as a periodic agreement.

OR

PERIODIC AGREEMENT
If a fixed term agreement ends and the RENTER and RENTAL PROVIDER do not enter into a new fixed term agreement, and the RENTER continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

1.4. CONSENT TO SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHOD

a) Express Consent

1. The RENTAL PROVIDER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.
2. The RENTER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.

b) Inferred Consent

The RENTAL PROVIDER or the RENTER must not infer consent to electronic method merely from the receipt or response to emails or other electronic communications if the RENTAL PROVIDER or the RENTER has not consented to electronic method.

c) Change of Electronic Address

The RENTAL PROVIDER or the RENTER must immediately notify the other party in writing if their contact details change as specified in Schedule A changes.

d) Withdrawal of Consent

1. The RENTAL PROVIDER or the RENTER may withdraw their consent to electronic method of notices and other documents only by giving notice in writing to the other party.
2. Following the giving notice as on the previous clause, no further notices or other documents are to be served by electronic method.

e) Additional Terms

"Electronic communication" has the same meaning as in *Electronic Transactions (Victoria) Act 2000* Section 7 and "Information" has the same meaning as "giving information" in Section 8 of the Act.

2. RIGHTS AND OBLIGATIONS
This is a summary of selected rights and obligations of RENTER and RENTAL PROVIDER under the Act.

2.1. CONDITION OF THE PREMISES LET
a) The RENTAL PROVIDER must ensure the premises let comply with the rental minimum standards, and is vacant and reasonable clean when the RENTER moves in.
b) The RENTAL PROVIDER must ensure that the premises let are maintained in good repair and in a fit condition for occupation.
c) The RENTAL PROVIDER agrees to do all the safety-related maintenance and repair activities set out in clause 2.3 of the Agreement.
d) The RENTER must follow all safety-related activities set out in clause 2.3 of the Agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises let.

2.2. URGENT REPAIRS
a) If there is a need of an urgent repair, the RENTER should notify the RENTAL PROVIDER in writing.
b) Section 3(1) of the Act defines urgent repairs. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information.
c) Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the RENTAL PROVIDER.
d) If the RENTER has arranged for urgent repairs, the RENTER may be reimbursed directly by the RENTAL PROVIDER for the reasonable cost of repairs up to $2,500 with a valid invoice by a licensed tradesman.
e) The RENTER may apply to Victorian Civil and Administrative Tribunal (VCAT) for an order requiring the RENTAL PROVIDER to carry out urgent repairs if:
    1. The RENTER cannot meet the cost of the repairs; or
    2. The cost of repairs is more than $2,500; or
    3. The RENTAL PROVIDER refuses to pay the cost of repairs if it is carried by the RENTER.
f) Emergency Contact List is provided on the RENTER GUIDELINES.

2.3. SAFETY-RELATED ACTIVITIES
2.3.1. Electrical safety checks
    a) The electrical safety check of all electrical installations, appliances and fitting provided by RENTAL PROVIDER has been conducted every two years by a licensed electrician.
    b) If an electrical safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange an electrical safety check as soon as practicable.
2.3.2. Gas safety activities
This safety-related activity only applies if the premises let contains any appliances, fixtures or fittings which use or supply gas.
    a) The gas safety check of all gas installations and fittings in the premises let has been conducted every two years by a licensed gasfitter.
    b) If a gas safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange a gas safety check as soon as practicable.
2.3.3. Smoke alarm safety activities
    a) The RENTAL PROVIDER must ensure that-
        i. any smoke alarm is correctly installed an in working condition; and
        ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
        iii. the batteries in each smoke alarm are replaced as required.
    b) The RENTAL PROVIDER will immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if the RENTAL PROVIDER is notified by the RENTER that it is not in working order.
    c) The RENTAL PROVIDER, on or before the commencement of the Agreement, will provide the RENTER with the following information in writing-
        i. information about how each smoke alarm in the premises let operates;
        ii. information about how to test each smoke alarm in the premises let;
        iii. information about the RENTER'S obligations to not tamper with any smoke alarms and to report if a smoke alarm in the premises let is not in working order.
    d) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that a smoke alarm in the premises let is not in working order.
2.3.4. Swimming pool barrier safety activities
These safety-related activities only apply if the premises let contains a swimming pool.
    a) The RENTAL PROVIDER must ensure that the swimming pool barrier is maintained in good repair.
    b) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
    c) The RENTAL PROVIDER must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the RENTER that it is not in working order.
    d) The RENTAL PROVIDER must provide the RENTER with a copy of the most recent certificate of swimming pool barrier compliance issued under the Building Act 1993 on the request of the RENTER.

2.3.5. Relocatable swimming pool safety activities (as the case may be)
These safety-related activities only apply if a relocatable swimming pool is erected, on is intended to be erected, on the premises let. And these safety-related activities only apply to swimming pools or spas that hold water deeper than 300 mm.
a) The RENTER must not erect a relocatable swimming pool without giving written notice to the RENTAL PROVIDER before erecting the pool.
b) The RENTER must obtain any necessary approvals before erecting a relocatable swimming pool.

2.3.6. Bushfire prone area activities (as the case may be)
This safety-related activity only applies if the premises let is in a bushfire prone area and is required to have a water tank for bushfire safety.
a) If the premises let is in a designated bushfire prone area under Section 192A of the Building Act 1993 and a water tank is required for firefighting purposes, the RENTAL PROVIDER must ensure the water tank and any connected infrastructure is maintained in good repair as required.
b) The water tank must be full and clean at the commencement of the Agreement.

2.4. DAMAGE TO THE PREMISES LET
a) The RENTER must ensure that care is taken to avoid any damaging the premises let.
b) The RENTER must take reasonable care to avoid damaging to the premises let and any common areas.
c) The RENTER must notify the RENTAL PROVIDER, in writing, as soon as practicable of-
- damage to the premises let; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the RENTAL PROVIDER.

d) The RENTAL PROVIDER will carry out non-urgent repairs in a reasonable time.

2.5. REPAIRS
Only a suitable qualified person may do repairs – both urgent and non-urgent.

2.6. USE OF PREMISES LET
a) The RENTER is entitled to quiet enjoyment of the premises let. The RENTAL PROVIDER may only enter the premises let in accordance with the Act; and
b) The RENTER must not use or allow the premises let for any illegal purposes; and
c) The RENTER must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
d) The RENTER must avoid damaging the premises let and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the RENTER must notify the RENTAL PROVIDER in writing; and
e) The RENTER must keep the premises let reasonable clean during the period of Agreement.

2.7. PROFESSIONAL CLEANING
a) The RENTAL PROVIDER must ensure that the premises let are in a reasonably clean condition on the day on which it is agreed that the RENTER is to enter into occupation of the premises.
b) The RENTAL PROVIDER must not require the RENTER to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless-
- Professional cleaning or cleaning to a professional standard was carried out to the premises let immediately before the start of the tenancy and the RENTER was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises let immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the premises let to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

c) The RENTER must have all or part of the premises let professional cleaned, or pay the cost of having all or part of the premises let professional cleaned, if professional cleaning becomes required to restore the premises let to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

2.8. RENT
a) The RENTAL PROVIDER will give the RENTER at least 60 days written notice of a proposed rent increase.
b) The rent will not be increased more than once every 12 months.
c) The RENTAL PROVIDER will not increase the rent under a fixed term agreement unless the Agreement as specified in Schedule A provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

2.9. MODIFICATIONS

a) The RENTER may make some modifications without seeking the RENTAL PROVIDER'S consent. These modifications are listed on the Consumer Affairs Victoria website, consumer.vic.gov.au/renting.

b) The RENTER must seek the RENTAL PROVIDER'S consent before installing any other fixtures or additions.

c) The RENTER may apply to VCAT if they believe that the RENTAL PROVIDER has unreasonable refused consent for a modification mentioned in the Act.

d) The RENTER at the end of the Agreement, must restore the premises let to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

e) The RENTAL PROVIDER must not unreasonably refuse consent for certain modifications as listed on the Consumer Affairs Victoria website.

2.10. ACCESS AND ENTRY

a) The RENTAL PROVIDER may enter the premises let-

- at any time, if the RENTER has agreed within the last seven days; and
- to do an inspection, but not more than once every six months; and
- to comply with the RENTAL PROVIDER'S duties under the Act; and
- to show the premises let or conduct an open inspection to sell, rent or value the premises let; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the RENTER has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the RENTER has applied to have the Agreement terminated because of family violence or personal violence.

b) The RENTER must allow entry to the premises let where the RENTAL PROVIDER has followed proper procedure.

2.11. LOCKS

a) The RENTAL PROVIDER must ensure the premises let-

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
- meets the rental minimum standards for locks and windows locks.

b) External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that-

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

c) The RENTER must obtain consent from the RENTAL PROVIDER to change a lock in the master key system.

d) The RENTAL PROVIDER must not unreasonably refuse consent for a RENTER seeking to change a lock in the master key system.

e) The RENTAL PROVIDER must not give a key to a person excluded from the premises let under-

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

2.12. PETS

a) The RENTER must seek consent from the RENTAL PROVIDER before keeping a pet on the premises let.

b) The RENTAL PROVIDER must not unreasonably refuse a request to keep a pet.

2.13. ASSIGNMENT OR SUB-LETTING

a) The RENTER must NOT assign (transfer to another person) or sub-let the whole or any part of the premises without the consent of the RENTAL PROVIDER. The RENTAL PROVIDER may give the RENTER notice to vacate if the RENTER assigns or sub-lets the premises let without consent.

b) The RENTAL PROVIDER will not unreasonably withhold consent to assign or sub-let the premises let.

c) The RENTAL PROVIDER will not demand or receive a fee or payment for consent, other than any fees, costs or charges incurred by the RENTAL PROVIDER in relation to the preparation of an assignment in writing of this Agreement. The AGENT incurs a fee as stated in clause 3.45 in order to transfer a RENTER within an existing Agreement that has more than three months expiration term.

3. ADDITIONAL TERMS
Both parties to this Agreement shall comply with the provisions of the *Residential Tenancies Act 1997* as they apply to each party. The additional terms listed must not exclude, restrict or modify any of the rights and duties included in the Act. Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect.

3.1. The RENTER shall pay charges in respect of the connection or re-connection and consumption of electricity, gas, and telephone of the rented premise, which is separately metered for these services.

3.2. The RENTER shall pay charges in respect of the consumption of water of the rented premise, which is separately metered OR a pro-rata fees if it is a communal metered for this service.

3.3. The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

3.4. The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the *Occupiers Liability Act 1983.*

3.5. The RENTER shall not do or allow any action which would invalidate any insurance policy on the premises, or increase the premium, and the RENTER shall pay the RENTAL PROVIDER all increased premiums and any other expenses incurred as a consequence of this term.

3.6. The RENTER agrees to pay the RENTAL PROVIDER any excess amount or any additional premium charged by the RENTAL PROVIDER'S Insurance Company as a result of accidental breakage of glass, toilet bowls, and washing basins in the premises let where the damage has been caused by the RENTER, or by anyone on the premises let with the consent of RENTER.

3.7. The RENTER shall indemnify the RENTAL PROVIDER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the premises let by the RENTER or anyone on the premises let with the consent of the RENTER. Without limiting the generality of the foregoing, the RENTER shall indemnify the RENTAL PROVIDER for the cost of repairing ANY plumbing blockage caused by the negligence or misuse of the RENTER, or by anyone on the premises let with the consent of the RENTER.

3.8. The RENTER shall indemnify the RENTAL PROVIDER against all liabilities in respect of injury or damage to any third person or the third party to the premises let arising from any conduct, act, or omission by the RENTER, or the RENTER'S servants, agents and/or invitees.

3.9. The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver the keys of the premises let held by the RENTER to the AGENT'S office in person, and that rent on the premises let is payable until the keys are delivered.

3.10. The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications. The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

3.11. The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation *(short stay)* for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions.

3.12. The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

3.13. The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

3.14. The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided.

3.15. The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

3.16. The RENTER acknowledges and agrees that there will be NO SMOKING inside the premises let during the term of the tenancy.

3.17. The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

3.18. The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein.

3.19. The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Schedule B (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided that the RENTER shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the RENTAL PROVIDER. The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

3.20. The RENTER shall at the RENTER'S expenses replace all lighting tubes and globes to the premises let which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

3.21. The RENTER agrees to pay the administration fee *(non-reimbursable)* as on clause 3.22 for the extra keys and to return all keys as given at the end of the tenancy in accordance with the clause 3.9.

3.22. The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of $33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee on the clause 3.45.

3.23. The RENTER agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the premises let in accordance with the water restrictions *if applicable to the premises let*.

3.24. The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 2.13.

3.25. The RENTER assigns the tenancy or sub-let in contrary to clause 2.13, or the RENTER abandon the premises let, the RENTER may be required to reimburse the RENTAL PROVIDER'S letting expenses including:
a) The pro-rata value of the letting fee, pay all the advertising costs incurred in obtaining a new RENTER and rental tenancy database reference check on new applicants;
b) Continue to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and
c) Leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.26. The RENTER'S obligation to pay the RENTAL PROVIDER'S re-letting expenses is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event on clause 3.24.

3.27. If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER shall give the RENTAL PROVIDER or AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

3.28. If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives notice.

3.29. The RENTER shall allow the RENTAL PROVIDER or AGENT to put on the premises let a notice *'to let'* during the last month of the term of this Agreement. The RENTER shall also allow the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to put on the premises let a notice *'for sale'* or *'auction'* at any time during the term of this Agreement and permit access to the premises let by the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to present the premises let to prospective purchasers or RENTER upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT.

3.30. The RENTER acknowledges that pursuant to Section 428 of the *Residential Tenancies Act 1997*, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

3.31. The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.

3.32. The RENTER must:
a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
b) immediately notify the RENTAL PROVIDER/AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER/AGENT in writing on the same day.

3.33. The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

3.34. The RENTER agrees:
a) payments are to be made monthly in advance on or before the due date by *BPAY system* or any approved payment system by the AGENT.
b) rent will be paid up to **three (3)** days prior to the RENTER due date, as monies take three business days to clear into the trust account.

c) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
d) if the RENTER fails to make a rent payment under the terms of this Agreement on the due date for payment and the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT incurs *fees and/or charges* as a consequence of that failure, the RENTER will reimburse the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT the full amount of those fees and/or charges on demand.

3.35. In accordance with the *Residential Tenancies Act 1997*, if the RENTER changes the locks at the premises, the RENTER agrees to provide a duplicate key to the AGENT immediately. The RENTER is responsible for the replacement of lost keys, remote controls, additional keys, and any locksmith charges where keys are lost or mislaid and comply with clause 2.11.

3.36. The RENTER hereby agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

3.37. The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

3.38. The RENTER agrees to park only in the allocated area and shall abide by the car parking rules (if any) applicable to the premises let occupied. Parking on any lawn areas is NOT permitted.

3.39. The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Tenancy Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

3.40. The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, and lice. If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.

3.41. Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in Schedule A, she/he will:
a) immediately inform the Agent in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

3.42. Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, she/he will:
a) immediately inform their property manager in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;
b) reimburse the RENTAL PROVIDER the pro-rata value of the letting fee, pay all advertising costs incurred in obtaining a new RENTER, and rental tenancy database reference check on new applicants;
d) continue maintaining the said premises let, and pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
e) leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.43. The RENTER hereby agrees to have all carpets professionally steamed or dry-cleaned on the termination of tenancy *(where carpets are steamed cleaned prior to commencement)* and will provide a receipt to the AGENT when returning keys. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

3.44. The RENTER acknowledges that he/she is responsible for arranging private contents insurance (and or RENTER insurance), as the RENTAL PROVIDER/AGENT is not responsible for replacing or repairing damaged or stolen personal belongings. The insurance shall cover the liabilities as related to clause 3.6 and clause 3.32 accordingly.

3.45. The RENTER agrees to inform the agent in writing prior to any RENTER transfers and or changes taking place. The RENTER understands and agrees that each ingoing RENTER must complete an application form and supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place. The *ingoing* and or *outgoing* RENTER agrees to pay in advance a fee of $275 including GST or 0.55 weeks rent including GST, whichever greater (reimbursement of the RENTAL PROVIDER'S cost as stated in clause 2.13) once the RENTER transfer is approved. The RENTER further agrees to ensure all documentation formalising the RENTER transfer is submitted to the AGENT prior to finalisation of the transfer of tenancy.
The transfer will take in place until the new Agreement is binding and unconditional.

3.46. The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the *Residential Tenancies Act 1997* as 'urgent repairs' are required in writing to the AGENT address outlined in Schedule A.

3.47. No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the *Residential Tenancies Act 1997* shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

3.48. The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

3.49. This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER.

Please return the signed Residential Rental Agreement to:

XYNERGY REALTY OAKLEIGH
19 Station St, Oakleigh VIC 3166

XYNERGY REALTY Residential Rental Agreement – Schedule A
Residential Tenancies Act* 1997 – *Section 26(1)
Residential Tenancies Regulations 2021 Regulation 10(1) – Schedule 1 Form 1

RENTAL PROVIDER	Name:	**Fonny Tjahjadi**
AGENT	Name:	**Xynergy Pty Ltd Trading as Xynergy Realty**
	Business Address:	**19 Station St, Oakleigh VIC 3166**
	Telephone:	**(03) 9017 5881**
	Email:	**info.oakleigh@xynergy.com.au**
	ABN:	**92 429 507 215**

		Name	Email
RENTER	RENTER	**Eva-Maria Schmid**	**s3813839@student.rmit.edu.au**

PREMISES LET by the RENTAL PROVIDER: **2606/5 Sutherland Street, Melbourne, VIC, 3000**

LENGTH OF THE AGREEMENT:

Fixed Period ☑ - The period of the Agreement (The period of **6** months Agreement)
Start date: **29/01/2023** End date**: 28/07/2023**
(this is the date the agreement starts and you may move in)

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

RENT
$2,607.00 Per Calendar Month (payable in advance)
Day rent is to be paid on the **28th** of each month
Date first rent payment due **28/01/2023**

BOND
The RENTER has been asked to pay the bond specified below. Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the RENTAL PROVIDER may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

Bond Amount: **$1,825.00**
Date bond payment due: **PAID**

This Agreement is made under the Act. Before signing you must read *Clause 2 – Rights and Obligations* and *Clause 3 – Additional Terms* in this Agreement which outlines your right and obligations.

SIGNATURES
RENTAL PROVIDER



Signature of AGENT on behalf of the RENTAL PROVIDER — **Nicholas Nur Putra** *Name* — *Date* Jan 17, 2023

RENTER



Signature of RENTER — **Eva-Maria Schmid** *Name* — *Date* Jan 17, 2023

Additional Documents

Owners Corporation Rules (as the case may be)

Prepared on: 17 January 2023

PT3075_LR

Final Audit Report 2023-01-17

Created:	2023-01-17
By:	Xynergy Realty (rental.oakleigh@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh32nB-te9XjTCNY7TgJi07Su2KLsjoQq

"PT3075_LR" History

Document created by Xynergy Realty (rental.oakleigh@xynergy.com.au)
2023-01-17 - 5:11:53 AM GMT- IP address: 117.54.109.8

Document emailed to pm3.oa@xynergy.com.au for signature
2023-01-17 - 5:13:17 AM GMT

Email viewed by pm3.oa@xynergy.com.au
2023-01-17 - 7:40:56 AM GMT- IP address: 66.249.84.214

Signer pm3.oa@xynergy.com.au entered name at signing as Nicholas Nur Putra
2023-01-17 - 7:41:48 AM GMT- IP address: 103.79.105.168

Document e-signed by Nicholas Nur Putra (pm3.oa@xynergy.com.au)
Signature Date: 2023-01-17 - 7:41:50 AM GMT - Time Source: server- IP address: 103.79.105.168

Document emailed to s3813839@student.rmit.edu.au for signature
2023-01-17 - 7:41:52 AM GMT

Email viewed by s3813839@student.rmit.edu.au
2023-01-17 - 7:45:53 AM GMT- IP address: 104.47.71.190

Signer s3813839@student.rmit.edu.au entered name at signing as Eva-Maria Schmid
2023-01-17 - 7:51:50 AM GMT- IP address: 149.167.142.197

Document e-signed by Eva-Maria Schmid (s3813839@student.rmit.edu.au)
Signature Date: 2023-01-17 - 7:51:52 AM GMT - Time Source: server- IP address: 149.167.142.197

Agreement completed.
2023-01-17 - 7:51:52 AM GMT

BRADY owners corporation services

BRADY OWNERS CORPORATION SERVICES
ABN 44 165 535 688 | ACN 165 535 688
Ground Floor, 270 King Street, Melbourne, VIC 3000
T (03) 8622 8144 E manager@bradyocs.com.au

624531N OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No**: 624531N, Melbourne Star & Melbourne Sky Apartments, 5-8 Sutherland Street, Melbourne**

This certificate is issued for **Lot 2606A** on Plan of Subdivision No: **624531N,** the Postal address of which is: **2606A / 5 Sutherland Street, Melbourne**

Applicant for the certificate is **Link West Conveyancing**

Address for the delivery of the certificate is**: jeff@linkwestconveyancing.com.au**

Date the application was received**: 29 August 2023**

The information in this certificate is issued on **8 September 2023**

You can inspect the Owners Corporation register for additional information and should obtain a new certificate for current information prior to settlement.

1. The current fees for the lot for each **quarter** for the period **1 Jan 2023 to 31 Dec 2023** are:

		Administration	Maintenance
1.1	**Owners Corporation 1:**	$492.70	$65.25
1.2	**Owners Corporation 3:**	$493.94	$56.24
1.3	**Owners Corporation 5:**	$63.51	$6.08

   Levies are due quarterly in advance on 1 January, 1 April, 1 July and 1 October in each calendar year. Fees are determined according to the annual budgets approved at each Annual General Meeting of the Owners Corporation. The budget automatically rolls into the next financial year until amended at the next Annual General Meeting. Should that occur, any adjustment levy or credit will apply to the owner of the lot as at the date the adjustment levy is struck.

2. Fees & Levies are paid up to: **31 March 2023**

3. The special fees or levies which have been struck and the dates which they were struck and are payable are:
   - Adjustment levy OC1: Administration: $127.30 due 4 Aug 2023, **paid**
   - Adjustment levy OC3: Administration: $46.95 due 4 Aug 2023,**paid**
   - Adjustment Levy OC5: Administration: $5.86 due 4 Aug 2023 **paid**

4. The total of any unpaid **overdue** fees (including any unpaid **overdue** fees in paragraph 3 above) is: **See Att. 5**

5. The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: **Potential replacement of aluminium composite cladding material located level 41 roof top of 8 Sutherland Street, Melbourne. Replacement of aluminium composite cladding material located level 1 facade of 8 Sutherland Street. See Building Notices, attached.**

6. The Owners Corporation presently has the following Insurance Cover –

Name of Company	**Chubb**
Building amount	**$178,987,524.00**
Public liability amount	**$20,000,000.00**
Management Committee Liability	**$5,000,000.00**
Renewal date	**3 December 2023**

7. The Owners Corporation does not have any liabilities not covered by the annual fees, special levies and repairs and maintenance as set out above except for: **N/A**

8. The assets held by the Owners Corporation as at 8 September 2023 are:

8.1	**Owners Corporation 1 (Admin):**	$253,186.59
8.2	**Owners Corporation 1 (Sinking):**	$639,922.30

BRADY owners corporation services

BRADY OWNERS CORPORATION SERVICES
ABN 44 165 535 688 | ACN 165 535 688
Ground Floor, 270 King Street, Melbourne, VIC 3000
T (03) 8622 8144 E manager@bradyocs.com.au

8.3	**Owners Corporation 3 (Admin):**	$261,389.57
8.4	**Owners Corporation 3 (Sinking):**	$339,240.46
8.5	**Owners Corporation 5 (Admin):**	$129,026.85
8.6	**Owners Corporation 5 (Sinking):**	$166,834.64

9. The Owners Corporation has or will enter into contracts, leases, licences or agreements affecting the common property for the following:

   Facility Management, Common Area Cleaning, Landscaping/Gardening, Waste Collection, Lift Maintenance, Door Maintenance, Fire and Essential Safety Services and Maintenance, Mechanical Services, Pest Control, and as listed in the Inaugural Minutes.

10. The Owners Corporation has the following agreements to provide services to lot owners, occupiers or the public: **None to our knowledge**

11. The Owners Corporation has not received any notices or orders that have not been satisfied except for**: None to our knowledge**

12. The Owners Corporation is not a party to any legal proceedings or circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings except for**: None to our knowledge**

13. The Owners Corporation has resolved to appoint a Manager being: **Brady Owners Corporation Services Pty Ltd of GF, 270 King Street, Melbourne 3000.**

14. The Owners Corporation has not had an administrator appointed.

15. Documents attached as required for this certificate are:
    - Att 1: A copy of the Statement of Advice and Information for prospective Purchasers and lot owners
    - Att 2 (In Parts): Minutes of the Interim Decisions of the Annual General Meeting held 3 June 2021 for Owners Corporation 1, Owners Corporation 3 and Owners Corporation 5 showing resolutions made
    - Att 3: Minutes of the Inaugural General Meeting held on 10 Feb 2016;
    - Att 4: Copy of Consolidated Rules for the Owners Corporation
    - Att 5: Statement of Account **(BPAY Details Inc)**
    - Att 6: Building Notice 748911
    - Att 6.1 Building Notice 748911 Extension of Time
    - Att 7: COC – OC No 624531N – 93210646
    - Att 8:Building Order 990147 – Melbourne Star Apartments

16. More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation Register in writing to Brady Owners Corporation Services Pty Ltd, GF, 270 King Street, Melbourne VIC 3000.

17. To make payment for Owners Corporation Fees at settlement, please refer to payment instructions on the most recent Notice of Levy issued to the Owner for this lot. Please note that any car park or storage cage lot (if applicable) have distinct reference number(s) from the apartment lot(s). If you have any queries, please contact 03 866 8144.

18. Please forward Notice of Acquisition / Disposition to manager@bradyocs.com.au after settlement to ensure the purchaser receive their levies on time and not incur penalty interest due to late notice of the transfer.

Dated 8 September 2023

The common seal of Owners Corporation on Plan No. 1, No.3 and No.5 of **624531N** was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Registered Manager
Brady Owners Corporation Services Pty Ltd A B N 44 165 535 688

Elizabeth Pethica

OWNERS CORPORATION No.3 PS 624531N Common Seal

OWNERS CORPORATION No.1 PS 624531N Common Seal

OWNERS CORPORATION No.5 PS 624531N Common Seal

BRADY owners corporation services

BRADY OWNERS CORPORATION SERVICES
ABN 44 165 535 688 | ACN 165 535 688
Ground Floor, 270 King Street, Melbourne, VIC 3000
T (03) 8622 8144 E manager@bradyocs.com.au

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

OWNERS CORPORATIONS REGULATION 2018

SCHEDULE 3

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

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

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by the 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 the 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 owners 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 corporations information register.

Management of an owners corporation

BRADY OWNERS CORPORATION SERVICES
ABN 44 165 535 688 | ACN 165 535 688
Ground Floor, 270 King Street, Melbourne, VIC 3000
T (03) 8622 8144 E manager@bradyocs.com.au

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 OTHER DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

BRADY owners corporation services

Brady Owners Corporation Services Pty Ltd
ABN: 44 165 535 688
GF 270 King Street, Melb VIC 3000
T: (03) 8622 8144 **F:** (03) 8622 8188
E-mail: manager@bradyocs.com.au

OWNER STATEMENT

Issued 08/09/2023 on behalf of the owners of:

Owners Corporation PS 624531N
ABN 87878100518
Melbourne Star & Sky
5-8 Sutherland Street
MELBOURNE VIC 3000

for Lot 2606A Unit 2606
Fonny Tjahjadi
Melbourne Sky
2606/5 Sutherland Street
MELBOURNE VIC 3000

Fonny Tjahjadi
c/- Xynergy Realty (Oakleigh)
19 Station Street
Oaekleigh VIC 3166

Due Date	Details	Amount due (incl. GST)	Amount paid	Interest accrued*	Interest paid	Amount outstanding
01/04/2023	Opening Balance	37,817.28	37,817.28	0.00	0.00	0.00
01/04/2023	OC5 Quarterly Levy 1/4/23 - 30/6/23	67.63	67.63	0.00	0.00	0.00
01/07/2023	OC1 Quarterly Levy 1/7/23 - 30/9/23 (Master	515.51	515.51	0.00	0.00	0.00
01/07/2023	OC5 Quarterly Levy 1/7/23 - 30/9/23	67.63	67.63	0.00	0.00	0.00
01/07/2023	OC3 Quarterly Levy 1/7/23 - 30/9/23 (Sky C.	534.52	534.52	0.00	0.00	0.00
04/08/2023	OC1-Adjustment levy 1/1/23-30/9/23 per	127.30	127.30	0.00	0.00	0.00
04/08/2023	OC3-Adjustment levy 1/1/23-30/9/23 per	46.95	46.95	0.00	0.00	0.00
04/08/2023	OC5-Adjustment levy 1/1/23-30/9/23 per	5.86	5.86	0.00	0.00	0.00
* Interest calculated to 08/09/2023		$39,182.68	$39,182.68	$0.00	$0.00	$0.00

Total amount outstanding **$0.00**

Cheques should be made payable to 'Owners Corporation PS 624531N'

MACQUARIE BANK

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.

BPAY 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

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

Pay over the phone 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 or call 1300 301 090 and follow the instructions. A surcharge will be applicable if you use this option.

Pay by mailing this payment slip with your cheque to:

DEFT Payment Systems
GPO Box 2174, Melbourne VIC 3001

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

Xynergy Realty (Oakleigh)

Owners Corporation PS624531N
Lot 2606A Unit 2606

*496 256686007 14528

Brady OCS

DEFT Reference Number
25668600714528

Amount Due
$0.00

Due Date
08/09/2023

Amount Paid
$

+256686007 14528 < 000000000<3+

Brady Owners Corporation Services Pty Ltd
ABN 44 165 535 688 | ACN 165 535 688
Ground Floor, 270 King Street, Melbourne, VIC 3000
T (03) 8622 8144 E manager@bradyocs.com.au

MINUTES OF AN ANNUAL GENERAL MEETING
OWNERS CORPORATION NO. 1 PLAN NO. PS624531N
ADDRESS OF THE OWNERS CORPORATION: 6 – 18 Sutherland Street, 280 – 290 Little Lonsdale Street, MELBOURNE VIC 3000

An Annual General Meeting of Owners Corporation No. 1 Plan No. PS624531N was held on **Thursday 25 May 2023** via Zoom Webinar

PRESENT	**Adrian Teding van Berkhout**	704
	Hoang Cuc La	3902
	Kay Zhang	1905 (left 2:38 pm)
	Jason Kong	1103A
	Sally Walker	3009
	Elsa Listiani	Proxy for 2408
	Irwin Wang	3901, B2P10, B2ST2 and Proxy for 501A
	Marie Gilantzis	Proxy for 303A, 401A, 406, 2405, 506A, 603, 706A, 708A, 708, 907A, 1005, 1307A ,1708A, B4P1, 2007A, 2802, 3505, 3801, 3802, 3806, 3807, B1P10, B1P9, 3006, B3P21, B3ST25 to B3ST27
	Simon Pethica	Proxy for B2P1, B2P2, G1 to G6, 2R, 1R, S3, S4, B1ST1, B2P11, B2P13, B2P15,B2P17, B2P19, B2ST11, B2ST14, B2ST20, B3P11, B3P13, B3P15, B3P17, B3P19, B3ST18, B3ST19, B3ST28, B4P15, B4ST11, B4ST13, B4ST14, B4ST19 to B4ST28,
	Elizabeth Pethica	Proxy for 705 and B1P6
Present (No Voting Rights):	**James Tham**	Brady Owners Corporation Services
Apology	**Suraj Kaspal**	Melbourne Maintenance
Start time:	**2.03 pm**	
End Time:	**2:48pm**	

1 QUORUM

A quorum was not declared to be present for this Annual General Meeting as less than 50% are present in person or by proxy.

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

NOTE: All resolutions in these Minutes have been carried without dissent unless otherwise noted.

2 CHAIRPERSON

Members Resolved:
Simon Pethica be appointed to chair the meeting.

3 MINUTES

Members Resolved:

3.1 The Owners Corporation Manager be appointed to take the minutes of the meeting.

3.2 To adopt the minutes of the last Annual General Meeting held on 26 May 2022 tabled in **Annexure A** of the Notice of AGM dated 10 May 2023 (Notice of AGM)**.**

4 INSURANCE

The last valuation was performed by Napier & Blakeley on 3 December 2021. As a preferred risk management, it is recommended that a valuation of the property be undertaken every three years, failing which, it must be revalued every five years as a maximum in accordance with s. 65 of the Act. The

Motion:

4.1 To resolve that the Owners Corporation will not appoint a valuer to conduct a valuation for insurance purposes this year.

4.2 To adopt the current insurance policy no. 93210646 placed with CHUBB (via Whitbread Insurance Brokers) for the period 3 December 2022 to 3 December 2023 for a replacement value of $218,309,480.00 based on most recent valuation prepared by Napier & Blakeley on 3 December 2021. The Cover also includes a General Liability of $20,000,000.00. A copy of the Certificate of Currency is attached in **Annexure F** of the Notice of AGM.

4.3 To resolve that policy excess costs for any insurance claim under the OC insurance policy be applied in the following order of priority: s 23A(3) of the Act followed by s 49 of the Act.

5 REPORTS:

Members resolved to accept the following reports attached in the Notice of AGM:

5.1 The Manager's Report tabled in **Annexure B** of the Notice of AGM

5.1.1 Members were briefed about the Building Order to remove flammable cladding on Melbourne Star building (around level 1 just above the retail tenancies). The discussion would be moved to General Business (item 13).

5.2 The Facility Manager's Report tabled in **Annexure C** of the Notice of AGM**;**

5.2.1 It was reported that the car park garage sensor is still not very sensitive.

5.3 The Auditor's Report and Financial Statement tabled in **Annexure D** of the Notice of AGM:

6 AUDITOR

In accordance with s 34 of the Act, a Tier One Owners Corporation must prepare annual financial statement for presentation at general meeting of the owners corporation in accordance with the Australian Accounting Standards (AAS).

Members resolved:

6.1 That the Owners Corporation is a not-for-profit entity and accordingly the Owners Corporation's annual financial statements prepared under s 34 be a Special Purpose Financial Report as defined by the AAS.

6.2 To authorise the appointment of an auditor to conduct an audit of the Owners Corporation annual financial statements for Financial Year 1 January 2023 to 31 December 2023 ("2023 Financial Year") in accordance with the requirements of s34 and s35(1) of the Act.

7 BUDGET

Members resolved:

To adopt the proposed budget below for the 2023 Financial Year and subsequent Financial Year(s) until such time as a revised budget is approved:

7.1 **Administration Fund** (As detailed in **Annexure E** of the Notice of AGM**.** A summary extract below**):**

Fund	**Revenue Budget** (plus GST)	**Expenditure Budget** (plus GST)
Administration fund	$878,283.00 *(Note: This represents a 6.69% increase - increased insurance cost is a significant contributor to the increase)*	$878.283.00

7.2 **Maintenance Fund:**

Fund	**Revenue Budget** (plus GST)	**Expenditure Budget** (plus GST)
Maintenance Fund	$116,315.82 (Note: this represents 0% increase from last year, though this is typically increased 3% each year)	$0.00 *Note: Committee may direct additional expenditure on an as need basis under maintenance plan.*

8 FEES:

Members Resolved that for the 2023 Financial Year:

8.1 The Revenue Budget amount specified in item 7.1 (plus GST) be raised for the Administration Fund fees and the Revenue Budget amount specified in item 7.2 (plus GST) be raised for the Maintenance Fund fees (collectively as the "Fees");

8.2 The Fees for the 2023 Financial Year are to be paid in advance in quarterly installments being due 1 January 2023, 1 April 2023, 1 July 2023 and 1 October 2023. The Fees after the 2023 Financial Year will be raised on the same basis and frequency until altered by any future resolution of the Owners Corporation;

8.3 That an adjustment levy be raised for the difference between the levies already raised in the 2023 Financial Year (which were raised was based on the **previous** Financial Year's budget) against the Fees set out in Items **8.1** and **8.2** in order that full Fees are raised for the 2023 Financial Year. The adjustment levy will be raised as soon as this resolution is binding and will be due and payable 30 days from the date of issue; and

8.4 Should there be a shortfall in the funds of the Owners Corporation to meet its statutory and contractual commitments (including maintaining current insurance policy) then the Owners Corporation Committee or the Manager may authorize the raising of a Special Levy to meet the shortfall in funds to ensure compliance.

9 COMMITTEE

Members resolved:

9.1 That the following people being either members of the Owners Corporation or proxies for members be nominated to sit on the new Committee:

Nominees	**Lot(s)**

Sun Hee Won	Proxy for 1108A and S3
Irwin Wang	3901
Daniel Brady	3903
Marie Gilantzis	Proxy for 303A, 401A, 406, 2405, 506A, 603, 706A, 708A, 708, 907A, 1005, 1307A ,1708A, B4P1, 2007A, 2802, 3505, 3801, 3802, 3806, 3807, B1P10, B1P9, 3006, B3P21, B3ST25 to B3ST27
Simon Pethica	Proxy for B2P1, B2P2, G1 to G6, 2R, 1R, S3, S4, B1ST1, B2P11, B2P13, B2P15,B2P17, B2P19, B2ST11, B2ST14, B2ST20, B3P11, B3P13, B3P15, B3P17, B3P19, B3ST18, B3ST19, B3ST28, B4P15, B4ST11, B4ST13, B4ST14, B4ST19 to B4ST28,

9.2 That the Committee elects the Chairperson of the Owners Corporation at its first meeting;

9.3 To nominate Brady Owners Corporation Services as the Secretary of the Owners Corporation until such time the Committee elects the secretary of the Owners Corporation at its first meeting;

9.4 That the Owners Corporation delegate to the members of the committee who are members of the Owners Corporation all powers and functions of the Owners Corporation that may be delegated as set out in the Act; and

9.5 That members of the Committee also serve as the Grievance Committee.

10 MANAGER

Members Resolved:

10.1 The Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation that may be delegated under the Act to enable the Manager to perform its duties under the Appointment;

10.2 The delegation to the Manager is to be subject to the conditions and limitations in the Appointment

11 PENALTY INTEREST

Members resolved:

To resolve that the Owners Corporation will provide a 28 days grace period before the Owners Corporation charges penalty interest at the maximum rate of interest payable under the Penalty Interest Rates Act 1983 in accordance with the conditions of s29 of the Act on all overdue fees, subject to the Owners Corporation Committee being empowered to instruct the waiver of penalty interest after consideration of circumstances put forward by lot members.

12 DEBT RECOVERY

Members resolved:

12.1 Where the lot owner defaults in payment of an amount due to the Owners Corporation, the Owners Corporation Manager may:

12.1.1 Issue a Reminder Notice 28 days after the debt is due;

12.1.2 Issue a Final Notice 28 days after the Reminder Notice has been issued;

12.1.3 Refer the matter to a debt collection agency 15 days after the Final Notice is issued.

12.2 The Manager shall not commence any legal action for recovery monies owed to the Owners Corporation unless it is instructed to do so by the Owners Corporation Committee. The Owners Corporation will be liable for all costs incurred including:

12.2.1 Time spent by the Manager in relation to the legal action including attending, engaging and instructing legal representative, giving evidence or any other required actions;

12.2.2 All legal advisors' fees;

12.2.3 Any expert witnesses' fees;

12.2.4 Relevant Court/Tribunal Fees.

These costs shall be become a debt due and payable by the relevant lot owner to the owners corporation unless the court or tribunal orders otherwise.

12.3 The Owners Corporation may recover from the relevant lot owner costs incurred by the Owners Corporation as a debt due and payable to the Owners Corporation as a result of the following:

12.3.1 a default by that lot owner (eg. Item **12.1**);

12.3.2 a breach of the Act, the Owners Corporations Regulations 2018 or the Rules of the Owners Corporations by that lot owner or that lot owner's Guests or their Guests' invitees;

12.3.3 damage caused to common property by that lot owner or that lot owner's Guests or their Guests' invitees.

12.4 The cost incurred in item **12.3** above excludes the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, or Committee Member of the Owners Corporation.

13 GENERAL BUSINESS

13.1 Cladding

13.1.1 Members were briefed about the Building Order in the Manager's Report.

13.1.2 The Owners Corporation approached the following companies for cladding rectification quotes in April 2023: Kane Constructions, Higgins, Harris HMC, Hutchinson, Maz Group and Brady Constructions

13.1.3 As at the meeting, the Owners Corporation had received a quote from Brady Constructions being the sum of $1,150,000. This does not include the Building Surveyor fees. The remaining mentioned firms did not respond or declined to quote.

Members resolved:

13.1.4 The Committee be empowered to have the Owners Corporation enter into a contract with a contractor to rectify the cladding and determine the Special Levy to be raised.

14 NEXT MEETING

The next meeting to be held May or June 2023

15 CLOSE

Brady Owners Corporation Services Pty Ltd
ABN 44 165 535 688 | ACN 165 535 688
Ground Floor, 270 King Street, Melbourne, VIC 3000
T (03) 8622 8144 E manager@bradyocs.com.au

MINUTES OF AN ANNUAL GENERAL MEETING
OWNERS CORPORATION NO. 3 PLAN NO. PS624531N
ADDRESS OF THE OWNERS CORPORATION: 6 – 18 Sutherland Street, 280 – 290 Little Lonsdale Street, MELBOURNE VIC 3000

An Annual General Meeting of Owners Corporation No. 2 Plan No. PS624531N was held on **Thursday 25 May 2023** via Zoom Webinar

PRESENT	**Jason Kong**	1103A
	Marie Gilantzis	Proxy for 303A, 401A, 506A, 706A, 708A, 907A, 1307A ,1708A, 2007A
	Simon Pethica	Proxy for S4
	Elizabeth Pethica	Proxy for 705
Present (No Voting Rights):	**James Tham**	Brady Owners Corporation Services
Apology:	**Suraj Kaspal**	Melbourne Maintenance
Start time:	**3.18 pm**	
End Time:	**3.27 pm**	

1 QUORUM

A quorum was not declared to be present for this Annual General Meeting as less than 50% are present in person or by proxy.

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

NOTE: All resolutions in these Minutes have been carried without dissent unless otherwise noted. Jason Kong did not vote for any motion.

2 CHAIRPERSON

Members Resolved:
Simon Pethica be appointed to chair the meeting.

3 MINUTES

Members Resolved:

3.1 The Owners Corporation Manager be appointed to take the minutes of the meeting.

3.2 To adopt the minutes of the last Annual General Meeting held on 26 May 2022 tabled in **Annexure A** of the Notice of AGM dated 10 May 2023 (Notice of AGM).

4 INSURANCE

Not Applicable

5 REPORTS:

Members resolved to accept the following reports attached in the Notice of AGM:

5.1 The Manager's Report tabled in **Annexure B** of the Notice of AGM**;**

5.2 The Facility Manager's Report tabled in **Annexure C** of the Notice of AGM**;**

5.3 The Auditor's Report and Financial Statement tabled in **Annexure D** of the Notice of AGM:

6 AUDITOR

In accordance with s 34 of the Act, a Tier One Owners Corporation must prepare annual financial statement for presentation at general meeting of the owners corporation in accordance with the Australian Accounting Standards (AAS).

Members resolved:

6.1 That the Owners Corporation is a not-for-profit entity and accordingly the Owners Corporation's annual financial statements prepared under s 34 be a Special Purpose Financial Report as defined by the AAS.

6.2 To authorise the appointment of an auditor to conduct an audit of the Owners Corporation annual financial statements for Financial Year 1 January 2023 to 31 December 2023 ("2023 Financial Year") in accordance with the requirements of s34 and s35(1) of the Act.

7 BUDGET

Members resolved:

To adopt the proposed budget below for the 2023 Financial Year and subsequent Financial Year(s) until such time as a revised budget is approved:

7.1 **Administration Fund** (As detailed in **Annexure E** of the Notice of AGM**.** A summary extract below**):**

Fund	**Revenue Budget** (plus GST)	**Expenditure Budget** (plus GST)
Administration fund	$279,590.00 *(Note: This represents a 3.27% increase.)*	$279,590.00

7.2 **Maintenance Fund:**

Fund	**Revenue Budget** (plus GST)	**Expenditure Budget** (plus GST)
Maintenance Fund	$31,832.75 (Note: this represents 0% increase from last year)	$0.00 *Note: Committee may direct additional expenditure on an as need basis under maintenance plan.*

8 FEES:

Members Resolved that for the 2023 Financial Year:

8.1 The Revenue Budget amount specified in item 7.1 (plus GST) be raised for the Administration Fund fees and the Revenue Budget amount specified in item 7.2 (plus GST) be raised for the Maintenance Fund fees (collectively as the "Fees");

8.2 The Fees for the 2023 Financial Year are to be paid in advance in quarterly installments being due 1 January 2023, 1 April 2023, 1 July 2023 and 1 October 2023. The Fees after the 2023 Financial Year will be raised on the same basis and frequency until altered by any future resolution of the Owners Corporation;

8.3 That an adjustment levy be raised for the difference between the levies already raised in the 2023 Financial Year (which were raised was based on the **previous** Financial Year's budget) against the Fees set out in Items **8.1** and **8.2** in order that full Fees are raised for the 2023 Financial Year. The adjustment levy will be raised as soon as this resolution is binding and will be due and payable 30 days from the date of issue; and

8.4 Should there be a shortfall in the funds of the Owners Corporation to meet its statutory and contractual commitments (including maintaining current insurance policy) then the Owners Corporation Committee or the Manager may authorize the raising of a Special Levy to meet the shortfall in funds to ensure compliance.

9 COMMITTEE

Members resolved:

9.1 That the following people being either members of the Owners Corporation or proxies for members be nominated to sit on the new Committee:

Nominees	Lot(s)
Sun Hee Won	Proxy for 1108A and S3
Simon Pethica	Proxy for S4
Marie Gilantzis	Proxy for 303A, 401A, 506A, 706A, 708A, 907A, 1307A ,1708A, 2007A

9.2 That the Committee elects the Chairperson of the Owners Corporation at its first meeting;

9.3 To nominate Brady Owners Corporation Services as the Secretary of the Owners Corporation until such time the Committee elects the secretary of the Owners Corporation at its first meeting;

9.4 That the Owners Corporation delegate to the members of the committee who are members of the Owners Corporation all powers and functions of the Owners Corporation that may be delegated as set out in the Act; and

9.5 That members of the Committee also serve as the Grievance Committee.

10 MANAGER

Members Resolved:

10.1 The Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation that may be delegated under the Act to enable the Manager to perform its duties under the Appointment;

10.2 The delegation to the Manager is to be subject to the conditions and limitations in the Appointment

11 PENALTY INTEREST

Members resolved:

To resolve that the Owners Corporation will provide a 28 days grace period before the Owners Corporation charges penalty interest at the maximum rate of interest payable under the Penalty Interest Rates Act 1983 in accordance with the conditions of s29 of the Act on all overdue fees, subject to the Owners Corporation Committee being empowered to instruct the waiver of penalty interest after consideration of circumstances put forward by lot members.

12 DEBT RECOVERY

Motion:

12.1 Where the lot owner defaults in payment of an amount due to the Owners Corporation, the Owners Corporation Manager may:

12.1.1 Issue a Reminder Notice 28 days after the debt is due;

12.1.2 Issue a Final Notice 28 days after the Reminder Notice has been issued;

12.1.3 Refer the matter to a debt collection agency 15 days after the Final Notice is issued.

12.2 The Manager shall not commence any legal action for recovery monies owed to the Owners Corporation unless it is instructed to do so by the Owners Corporation Committee. The Owners Corporation will be liable for all costs incurred including:

12.2.1 Time spent by the Manager in relation to the legal action including attending, engaging and instructing legal representative, giving evidence or any other required actions;

12.2.2 All legal advisors' fees;

12.2.3 Any expert witnesses' fees;

12.2.4 Relevant Court/Tribunal Fees.

These costs shall be become a debt due and payable by the relevant lot owner to the owners corporation unless the court or tribunal orders otherwise.

12.3 The Owners Corporation may recover from the relevant lot owner costs incurred by the Owners Corporation as a debt due and payable to the Owners Corporation as a result of the following:

12.3.1 a default by that lot owner (eg. Item **12.1**);

12.3.2 a breach of the Act, the Owners Corporations Regulations 2018 or the Rules of the Owners Corporations by that lot owner or that lot owner's Guests or their Guests' invitees;

12.3.3 damage caused to common property by that lot owner or that lot owner's Guests or their Guests' invitees.

12.4 The cost incurred in item **12.3** above excludes the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, or Committee Member of the Owners Corporation.

13 GENERAL BUSINESS

14 NEXT MEETING

The next meeting to be held May or June 2024

15 CLOSE

Brady Owners Corporation Services Pty Ltd
ABN 44 165 535 688 | ACN 165 535 688
Ground Floor, 270 King Street, Melbourne, VIC 3000
T (03) 8622 8144 E manager@bradyocs.com.au

MINUTES OF AN ANNUAL GENERAL MEETING
OWNERS CORPORATION NO. 5 PLAN NO. PS624531N
ADDRESS OF THE OWNERS CORPORATION: 6 – 18 Sutherland Street, 280 – 290 Little Lonsdale Street, MELBOURNE VIC 3000

An Annual General Meeting of Owners Corporation No. 2 Plan No. PS624531N was held on **Thursday 25 May 2023** via Zoom Webinar

PRESENT	**Adrian Teding van Berkhout**	704
	Hoang Cuc La	3902 (left 2:58 pm)
	Jason Kong	1103A
	Sally Walker	3009 (left 3:01 pm)
	Elsa Listiani	Proxy for 2408
	Irwin Wang	3901
	Marie Gilantzis	Proxy for 303A, 401A, 406, 2405, 506A, 603, 706A, 708A, 708, 907A, 1005, 1307A ,1708A, 2007A, 2802, 3505, 3801, 3802, 3806, 3807, 3006
	Simon Pethica	Proxy for S4
	Elizabeth Pethica	Proxy for 705
Present (No Voting Rights):	**James Tham**	Brady Owners Corporation Services
Apology:	**Suraj Kaspal**	Melbourne Maintenance
Start time:	**2.49 pm**	
End Time:	**3.05 pm**	

1 QUORUM

A quorum was not declared to be present for this Annual General Meeting as less than 50% are present in person or by proxy.

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

NOTE: All resolutions in these Minutes have been carried without dissent unless otherwise noted.

2 CHAIRPERSON

Members Resolved:
Simon Pethica be appointed to chair the meeting.

3 MINUTES

Members Resolved:

3.1 The Owners Corporation Manager be appointed to take the minutes of the meeting.

3.2 To adopt the minutes of the last Annual General Meeting held on 26 May 2022 tabled in **Annexure A** of the Notice of AGM dated 10 May 2023 (Notice of AGM)**.**

4 INSURANCE

Not Applicable

5 REPORTS:

Members resolved to accept the following reports attached in the Notice of AGM:

5.1 The Manager's Report tabled in **Annexure B** of the Notice of AGM**;**

5.1.1 Mr Irwin Wang raised the matter that the restaurant on the mezzanine level had a lot of smoke going to the gym.

5.2 The Facility Manager's Report tabled in **Annexure C** of the Notice of AGM**;**

5.3 The Auditor's Report and Financial Statement tabled in **Annexure D** of the Notice of AGM.

6 AUDITOR

In accordance with s 34 of the Act, a Tier One Owners Corporation must prepare annual financial statement for presentation at general meeting of the owners corporation in accordance with the Australian Accounting Standards (AAS).

Members resolved:

6.1 That the Owners Corporation is a not-for-profit entity and accordingly the Owners Corporation's annual financial statements prepared under s 34 be a Special Purpose Financial Report as defined by the AAS.

6.2 To authorise the appointment of an auditor to conduct an audit of the Owners Corporation annual financial statements for Financial Year 1 January 2023 to 31 December 2023 ("2023 Financial Year") in accordance with the requirements of s34 and s35(1) of the Act.

7 BUDGET

Members resolved:

To adopt the proposed budget below for the 2023 Financial Year and subsequent Financial Year(s) until such time as a revised budget is approved:

7.1 **Administration Fund** (As detailed in **Annexure E** of the Notice of AGM**.** A summary extract below**):**

Fund	**Revenue Budget** (plus GST)	**Expenditure Budget** (plus GST)
Administration fund	$104,860.00 *(Note: This represents a 3.17% increase.)*	$104.860.00

7.2 **Maintenance Fund:**

Fund	**Revenue Budget** (plus GST)	**Expenditure Budget** (plus GST)
Maintenance Fund	$10,035.48 (Note: this represents 0% increase from last year)	$0.00 *Note: Committee may direct additional expenditure on an as need basis under maintenance plan.*

8 FEES:

Members Resolved that for the 2023 Financial Year:

8.1 The Revenue Budget amount specified in item 7.1 (plus GST) be raised for the Administration Fund fees and the Revenue Budget amount specified in item 7.2 (plus GST) be raised for the Maintenance Fund fees (collectively as the "Fees");

8.2 The Fees for the 2023 Financial Year are to be paid in advance in quarterly installments being due 1 January 2023, 1 April 2023, 1 July 2023 and 1 October 2023. The Fees after the 2023 Financial Year will be raised on the same basis and frequency until altered by any future resolution of the Owners Corporation;

8.3 That an adjustment levy be raised for the difference between the levies already raised in the 2023 Financial Year (which were raised was based on the **previous** Financial Year's budget) against the Fees set out in Items **8.1** and **8.2** in order that full Fees are raised for the 2023 Financial Year. The adjustment levy will be raised as soon as this resolution is binding and will be due and payable 30 days from the date of issue; and

8.4 Should there be a shortfall in the funds of the Owners Corporation to meet its statutory and contractual commitments (including maintaining current insurance policy) then the Owners Corporation Committee or the Manager may authorize the raising of a Special Levy to meet the shortfall in funds to ensure compliance.

9 COMMITTEE

Members resolved:

9.1 That the following people being either members of the Owners Corporation or proxies for members be nominated to sit on the new Committee:

Nominees	Lot(s)
Irwin Wang	3901
Daniel Brady	3903
Marie Gilantzis	Proxy for 303A, 401A, 406, 2405, 506A, 603, 706A, 708A, 708, 907A, 1005, 1307A ,1708A, 2007A, 2802, 3505, 3801, 3802, 3806, 3807, 3006
Simon Pethica	Proxy for S4
Sunhee Won	Proxy for S3 and 1108A

9.2 That the Committee elects the Chairperson of the Owners Corporation at its first meeting;

9.3 To nominate Brady Owners Corporation Services as the Secretary of the Owners Corporation until such time the Committee elects the secretary of the Owners Corporation at its first meeting;

9.4 That the Owners Corporation delegate to the members of the committee who are members of the Owners Corporation all powers and functions of the Owners Corporation that may be delegated as set out in the Act; and

9.5 That members of the Committee also serve as the Grievance Committee.

10 MANAGER

Members Resolved:

10.1 The Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation that may be delegated under the Act to enable the Manager to perform its duties under the Appointment;

10.2 The delegation to the Manager is to be subject to the conditions and limitations in the Appointment

11 PENALTY INTEREST

Members resolved:

To resolve that the Owners Corporation will provide a 28 days grace period before the Owners Corporation charges penalty interest at the maximum rate of interest payable under the Penalty Interest Rates Act 1983 in accordance with the conditions of s29 of the Act on all overdue fees, subject to the Owners Corporation Committee being empowered to instruct the waiver of penalty interest after consideration of circumstances put forward by lot members.

12 DEBT RECOVERY

Motion:

12.1 Where the lot owner defaults in payment of an amount due to the Owners Corporation, the Owners Corporation Manager may:

12.1.1 Issue a Reminder Notice 28 days after the debt is due;

12.1.2 Issue a Final Notice 28 days after the Reminder Notice has been issued;

12.1.3 Refer the matter to a debt collection agency 15 days after the Final Notice is issued.

12.2 The Manager shall not commence any legal action for recovery monies owed to the Owners Corporation unless it is instructed to do so by the Owners Corporation Committee. The Owners Corporation will be liable for all costs incurred including:

12.2.1 Time spent by the Manager in relation to the legal action including attending, engaging and instructing legal representative, giving evidence or any other required actions;

12.2.2 All legal advisors' fees;

12.2.3 Any expert witnesses' fees;

12.2.4 Relevant Court/Tribunal Fees.

These costs shall be become a debt due and payable by the relevant lot owner to the owners corporation unless the court or tribunal orders otherwise.

12.3 The Owners Corporation may recover from the relevant lot owner costs incurred by the Owners Corporation as a debt due and payable to the Owners Corporation as a result of the following:

12.3.1 a default by that lot owner (eg. Item **12.1**);

12.3.2 a breach of the Act, the Owners Corporations Regulations 2018 or the Rules of the Owners Corporations by that lot owner or that lot owner's Guests or their Guests' invitees;

12.3.3 damage caused to common property by that lot owner or that lot owner's Guests or their Guests' invitees.

12.4 The cost incurred in item **12.3** above excludes the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, or Committee Member of the Owners Corporation.

13 GENERAL BUSINESS

14 NEXT MEETING

The next meeting to be held May or June 2024

15 CLOSE

OWNERS CORPORATION PS 624531N

Minutes of Inaugural General Meeting

Owners Corporation No.	**1,2,3,4 & 5**
Plan of Subdivision No.	**624531N**
Property addresses	**5, 8, 10, 12 & 18 Sutherland Street and 280, 288 & 290 Little Lonsdale Street, Melbourne, Victoria 3000**

The Inaugural General Meeting of Owners Corporation No. PS 624531N was held:

TIME: 2:00 PM

DATE: 9th December 2013

LOCATION 396 La Trobe Street, Melbourne

	Members in attendance:	Anthony Brady representing Brady Sutherland Pty Ltd (A.C.N. 127 866 826) (***the Owner***) as the company's director and secretary Simon Pethica representing Brady Sutherland Pty Ltd (A.C.N. 127 866 826) (***the Owner***) as the company's director
	Non-members in attendance:	Pam Austin representing Brady Owners Corporation Services Pty Ltd
1.	**Appointment of chairperson:**	It was **unanimously resolved** to appoint Simon Pethica as chairperson for the inaugural meeting.
2.	**Quorum:**	It was noted that a quorum was established and that the registered proprietor of all of the lots on Plan of Subdivision PS 624531N is Brady Sutherland Pty Ltd, and as such is the only member of Owners Corporation No. 624531N.
3.	**Proxies:**	Anthony Brady (Lots G6, 201, 203, 204, 205, 206, 207, 208, 209, 301, 303, 304, 305, 306, 307, 308, 309, 401, 403, 404, 405, 406, 407, 408, 409, 501, 503, 504, 505, 506, 507, 508, 509, 601, 603, 604, 605, 606, 607, 608, 609, 701, 703, 704, 705, 706, 707, 708, 709, 803, 805, 806, 807, 808, 809, 901, 902, 903, 904, 905, 906, 907, 908, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1201, 1202, 1203, 1205, 1206, 1207, 1208, 1209, 1301, 1302, 1303, 1305, 1306, 1307, 1308, 1309, 1401, 1402, 1403, 1405, 1406, 1407, 1408, 1409, 1501, 1502, 1503, 1505, 1506, 1507, 1508, 1509, 1601, 1602, 1603, 1605, 1606, 1607, 1608, 1609, 1701, 1702, 1703, 1705, 1706, 1707, 1708, 1709, 1801, 1802, 1803, 1805, 1806, 1807, 1808, 1809, 1901, 1902, 1903, 1905, 1906, 1907, 1908, 1909, 2001, 2002, 2003, 2005, 2006, 2007, 2008, 2009, 2101, 2102, 2103, 2105, 2106, 2107, 2108, 2109, 2201, 2202, 2203, 2205, 2206, 2207, 2208, 2209, 2301, 2302, 2303, 2305, 2306, 2307, 2308, 2309, 2401, 2402, 2403, 2405, 2406, 2407, 2408, 2409, 2501, 2502, 2503, 2505, 2506, 2507, 2508, 2509, 2601, 2602, 2603, 2605, 2606, 2607, 2608, 2609, 2701, 2702, 2703, 2705, 2706, 2707, 2708, 2709, 2801, 2802, 2803, 2805, 2806, 2807, 2808, 2809, 2901, 2902, 2903, 2905, 2906, 2907, 2908, 2909, 3001, 3002, 3003, 3005, 3006, 3007, 3008, 3009, 3101, 3102, 3103, 3105, 3106, 3107, 3108, 3109, 3201, 3202, 3203, 3205, 3206, 3207, 3208, 3209, 3302, 3303, 3305, 3306, 3307, 3308, 3309, 3401, 3402, 3403, 3405, 3406, 3407, 3408, 3409, 3501, 3502, 3503, 3505, 3506, 3507, 3508, 3509, 3601, 3602, 3603, 3605, 3606, 3607, 3608, 3609, 3701, 3702, 3703, 3705, 3706, 3707, 3708, 3709, 3801, 3802, 3803, 3805, 3806, 3807, 3808, 3809, 3902, 3903,

		3905, 3906, 3907, 3908, 3909, 4003, 4005, 4006, 4007, 4008, 4009, 2R, 301A, 302A, 303A, 306A, 307A, 308A, 401A, 402A, 403A, 406A, 407A, 408A, 501A, 502A, 503A, 506A, 507A, 508A, 601A, 603A, 606A, 608A, 701A, 703A, 706A, 708A, 801A, 802A, 803A, 806A, 807A, 808A, 901A, 902A, 903A, 906A, 907A, 908A, 1001A, 1002A, 1003A, 1006A, 1007A, 1008A, 1101A, 1102A, 1103A, 1106A, 1107A, 1108A, 1201A, 1202A, 1203A, 1206A, 1207A, 1208A, 1301A, 1302A, 1303A, 1306A, 1307A, 1308A, 1401A, 1402A, 1403A, 1406A, 1407A, 1408A, 1501A, 1502A, 1503A, 1506A, 1507A, 1508A, 1601A, 1602A, 1603A, 1606A, 1607A, 1608A, 1701A, 1702A, 1703A, 1706A, 1707A, 1708A, 1801A, 1802A, 1803A, 1806A, 1807A, 1808A, 1901A, 1902A, 1903A, 1906A, 1907A, 1908A, 2001A, 2002A, 2003A, 2006A, 2007A, 2008A, 2101A, 2102A, 2103A, 2106A, 2107A, 2108A, 2201A, 2202A, 2203A, 2206A, 2207A, 2208A, 2301A, 2302A, 2303A, 2306A, 2307A, 2308A, 2401A, 2402A, 2403A, 2406A, 2407A, 2408A, 2501A, 2502A, 2503A, 2506A, 2507A, 2508A, 2601A, 2602A, 2603A, 2606A, 2607A, 2608A, 2701A, 2702A, 2703A, 2706A, 2707A, 2708A, 2801A, 2802A, 2803A, 2806A, 2807A, 2808A, 2901A, 2902A, 2903A, 2906A, 2907A, 2908A, 3001A, 3002A, 3003A, 3006A, 3007A, 3008A, 3101A, 3102A, 3103A, 3106A, 3107A, 3108A, 3201A, 3202A, 3203A, 3206A, 3207A, 3208A, 3301A, 3302A, 3303A, 3306A, 3307A, 3308A, 3401A, 3402A, 3403A, 3406A, 3407A, 3408A, 3501A, 3502A, 3503A, 3506A, 3507A, 3508A, 3601A, 3602A, 3603A, 3606A, 3607A, 3608A, B1P1, B1P2, B1P3, B1P4, B1P5, B1P6, B1P7, B1P8, B1P9, B1P10, B1P11, B1ST1, B2P1, B2P2, B2P3, B2P4, B2P5, B2P6, B2P7, B2P8, B2P9, B2P10, B2P11, B2P13, B2P15, B2P17, B2P19, B2P21, B2P22, B2P23, B2P24, B2P25, B2P26, B2P27, B2P28, B2P29, B2P30, B2ST1, B2ST2, B2ST10, B2ST11, B2ST12, B2ST13, B2ST14, B2ST15, B2ST17, B2ST18, B2ST19, B2ST20, B2ST24, B3P1, B3P2, B3P3, B3P4, B3P5, B3P6, B3P7, B3P8, B3P9, B3P10, B3P11, B3P13, B3P15, B3P17, B3P19, B3P21, B3P22, B3P23, B3P24, B3P25, B3P26, B3P27, B3P28, B3P29, B3P30, B3ST1, B3ST2, B3ST5, B3ST6, B3ST7, B3ST8, B3ST16, B3St17, B3ST18, B3ST19, B3ST20, B3ST21, B3ST22, B3ST23, B3ST24, B3ST25, B3ST26, B3ST27, B3ST28, B3ST29 , B4P1, B4P2, B4P3, B4P4, B4P5, B4P6, B4P7, B4P8, B4P9, B4P10, B4P11, B4P13, B4P15, B4P17, B4P19, B4P21, B4P22, B4P23, B4P24, B4P25, B4P26, B4P27, B4P28, B4P29, B4P30, B4ST1, B4ST2, B4ST5, B4ST6, B4ST7, B4ST8, B4ST9, B4ST10, B4ST11, B4ST12, B4ST13, B4ST14, B4ST15, B4ST16, B4ST17, B4ST18, B4ST19, B4ST20, B4ST21, B4ST22, B4ST23, B4ST24, B4ST25, B4ST26, B4ST27, B4ST28, B4ST29, B5P1, B5P2, B5P3, B5P4, B5P5, B5P6, B5P7, B5P8, B5P9, B5P10, B5P11, B5P13, B5P15, B5P17, B5P19, B5P21, B5P22, B5P23, B5P24, B5P25, B5P26, B5P27, B5P28, B5P29, B5P30, B5ST1, B5ST2, B5ST5, B5ST6, B5ST7, B5ST8, B5ST9, B5ST10, B5ST11, B5ST12, B5ST13, B5ST14, B5ST15, B5ST16, B5ST17, B5ST18, B5ST19, B5ST20, B5ST21, B5ST22, B5ST23, B5ST24, B5ST25, B5ST26, B5ST27, B5ST28, B5ST29, S2 and S4) Simon Pethica (Lot 4001), Marie Gilantzis (Lot R1), Daniel Brady (Lot S3), Sharuen Quek (Lot G3), Cynthia Chau (Lot G4), Swee Kian (3301) & Irwin Wang (3901), as proxy's for the Owner Brady Sutherland Pty Ltd
4.	**Appointment of minute taker:**	Pam Austin was appointed to take the minutes.
5.	**Waiver of notice:**	It was **unanimously resolved** that the requirement of the Act to give at least 14 days' notice of the meeting to each lot owner be waived.
6.	**Section 67 requirements:**	In accordance with its obligations under section 67 of the Act, the Owner submitted the following information:-

		(a) the owners corporation register; (b) any accounts or records made on behalf of the owners corporation (c) books to enable the owners corporation to keep the necessary minutes, accounts and other records; (d) the maintenance plan (pending); (e) a copy of the plan of subdivision and all related building plans, planning documents and other similar documents; (f) a copy of the *Owners Corporations Act 2006* and the regulations and the *Subdivision Act 1988* and the regulations under that Act; (g) any contracts, leases and licences binding on or benefiting the owners corporation; (h) any insurance policies in force in relation to the property, including any insurance policy taken out under section 9AAA of the *Sale of Land Act 1962*; (i) the names of companies, tradespeople or suppliers who have provided a warranty or other guarantee on any matter for which the owners corporation is responsible and copies of those warranties and guarantees; and (j) the common seal of the owners corporation.
7.	**Section 68 requirements:**	It was noted that the Owner is required to act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation in exercising any rights under the Act while the Owner is the owner of the majority of the lots affected by the Owners Corporation.
8.	**Appointment of Owners Corporation Manager:**	The proposed Management Agreement was tabled and considered. In accordance with Section 119 of the Act, it was **unanimously resolved** as follows:- (a) to appoint Brady Owners Corporation Services Pty Ltd (***the Manager***) as manager of the Owners Corporation on the terms and conditions set out in the Management Agreement after due consideration of the proposed fees relative to market rates for similar properties; (b) to delegate to the Manager all of the powers and functions that are capable of being delegated to the Manager (by virtue of Section 11 of the Act) to enable the Manager to perform its duties under the Management Agreement; and (c) to complete and affix the common seal of Owners Corporation to the Management Agreement.
9.	**Election of Committee:**	It was **unanimously resolved** to appoint the following members to the committee: (a) Simon Pethica Lot 4001 (b) Marie Gilanzis Lot R1 (c) Cynthia Chau Lot G4 (d) Sharuen Quek Lot G3 (e) Daniel Brady Lot S3 (f) Swee Kian Lot 3301 (g) Irwin Wang Lot 3901 (h) Anthony Brady Lot R2

		It was further **unanimously resolved:** (a) to nominate all committee members as members of the grievance committee for dispute resolution; and (b) to delegate to the committee all of the powers and functions that are capable of being delegated to the committee (by virtue of Section 11 of the Act).
10.	**Appointment of Chairperson:**	It was resolved to appoint Simon Pethica as chairperson.
11.	**Appointment of Secretary:**	It was resolved to appoint The Manager as secretary.
12.	**Insurance:**	**T**he insurance policy was tabled and the terms and conditions of the policy were considered. It was **unanimously resolved** as follows:- (a) the policy's terms and conditions properly reflect the needs of members and ensures that the Owners Corporation has complied with the requirements of Part 3 Division 6 of the Act; (b) that the Developer had attended to payment of the insurance premium on behalf of the Owners Corporation and that the Developer would be reimbursed by way of an adjustment at Settlement. (c) to arrange a building valuation pursuant to Section 65 of the Act. (d) That any excess payable by the Owners Corporation under the Insurance Policy will be a debt due and recoverable from the Lot owner if the insurance claim relates to an event that directly impacts the Lot. If multiple Lots are repaired under the same claim, then the excess shall be apportioned between the Lot Owns by reference to their respective Lot liabilities. (e) In the event of any malicious and / or negligent acts by a Lot Owner and/or their Tenants, visitors Or Occupants, any insurance excess payable under the Insurance Policy will be a debt due and recoverable from the Lot Owner. Brady Owners Corporation Services Pty Ltd is an authorised representative of Whitbread Insurance Brokers and in terms of industry practice and the Management Agreement is entitled to be paid commission by the Brokers. The Manager and their authorised staff members are qualified to give general advice and information about Insurance, not personal advice. If the Owners Corporation requires specialist advice the Manager can refer the Owners Corporation to an Insurance adviser at Whitbread Insurance Brokers. NOTE: Members are advised that the Owners Corporation insurance policy does not cover carpet and temporary floor, wall and ceiling coverings or fixtures removable by a lessee/lot owner or anything prescribed as not forming part of the building. It is therefore the responsibility of the lot owner to ensure that appropriate and adequate insurance cover is maintained.
13.	**Budget and fees:**	A proposed administration budget was tabled setting out the general administration, maintenance and repairs, insurance and other recurrent obligations of the Owners Corporation for the period 1 January 2014 to 31 December 2014 It was **resolved** as follows:- (a) to approve and adopt the budget; (b) that fees be set based on lot liability in accordance

		with Section 23 of the Act; and (c) that fees be paid quarterly in advance, the first such instalment being due on 1st January 2014 with adjustments payable upon settlement.
14.	**Contracts, leases and licences:**	The following documents were tabled:- 1. Access Licence Agreement Between PS624531N OC2 And PS624531N OC3 Allowing Members Of OC3 To Use OC2 Common Property For The Purpose Of Accessing The Recreation Facilities In OC5 Common Property 2. Access Licence Agreement Between PS624531N OC2 And PS624531N OC3 Allowing Members Of OC2 To Use OC3 Common Property For The Purpose Of Accessing The Bicycle Store Facilities In OC1 Common Property 3. Access Licence Agreement Between Brady Sutherland Pty Ltd As Owners Of Lot G5 (Melbourne Star Level 1) And PS624531N OC2 and OC5 Allowing The Customers Of Lot G5 To Use OC2 and OC5 Common Property For The Purpose Of Disabled Customers Accessing Lot G5 4. External Signage Licence Agreement Between PS624531N OC1 and Brady Sutherland Pty Ltd To Install & Display Signage On Designated External Facades Of The Melbourne Star and Melbourne Sky Buildings External Signage 5. Licence Agreement Between PS624531N OC1 and Brady Sutherland Pty Ltd To Permit Installation of Signage On Designated Windows And Illuminated Signage Mounted In Designated Locations On The Façade Of the Commercial Lots G1, G2, G3, G4, G5, G6, (Melbourne Star) R1 and R2 (Melbourne Sky). 6. Internal Signage And Television Licence Agreement Between PS624531N OC1 and OC3 and Brady Sutherland Pty Ltd To Occupy & Display Signage And Supply & Install Television Screens And Display Content In Designated Locations Within The Ground Floor Lobbies Of Melbourne Star and Melbourne Sky 7. Licence Agreement Between Brady Sutherland Pty Ltd and PS624531N OC2 To Occupy The Room On Intermediate Roof Level (SL141.30) Of Melbourne Star 8. Licence Agreement Between Brady Sutherland Pty Ltd and PS624531N OC1 To Occupy The Roof Of Melbourne Sky

		9. Licence Agreements (One For Each Lot) Between PS624531N OC1 or OC 3) And Brady Sutherland Pty Ltd To Permit Installation Of Air-Conditioning Condensers For Lots : * G1, G2, G3, G4 and G6 At Basement Level 2 Melbourne Star (OC1) * 202,203 and 204 At Basement Level 1 Melbourne Star (OC1) * 205, 206, 207, 208, 305, 306, 307, 308, 405, 406, 407 and 405 On Plant Platform Ground Level Melbourne Star (OC1) * 3301, 3302, 3303, 3305, 3306, 3307, 3308, 3309, 3401, 3402, 3403, 3405, 3406, 3407, 3408, 3409, 3501, 3502, 3503, 3505, 3506, 3507, 3508, 3509, 3601, 3602, 3603, 3605, 3606, 3607, 3608, 3609, 3701, 3702, 3703, 3705, 3706, 3707, 3708, 3709, 3801, 3802, 3803, 3805, 3806, 3807, 3808, 3809, 3901, 3902, 3903, 3905, 3906, 3907, 3908, 3909, 4001, 4003, 4005, 4006, 4007, 4008 and 4009 On Melbourne Star Roof (OC1) * R2 At Basement Level 2 Melbourne Sky (OC1) * R1 At Ground Level Melbourne Sky (OC3); and * 701A,703A, 706A and 708A At Level 1 (OC3) 10. Licence Agreement Between PS624531N OC 3) And Brady Sutherland Pty Ltd To Occupy The Portion Of The Ground Floor Lobby to the Rear Of Lot 2R (which formed Part of Lot 2R on earlier versions of the Plan The Owner considered:- (a) its obligations to act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation. (b) the use of the common property and the requirements of Section 52 of the Act; and (c) the rights and obligations of the Owners Corporation under each Contract, Lease and Licence and the benefits to the Owners Corporation of entering into those agreements. It was **unanimously resolved** as follows:- (d) that the Owners Corporation enter into each of the following agreements. (e) That the Owners Corporation affix the common seal to each of the following agreements. 1. Access Licence Agreement Between PS624531N OC2 And PS624531N OC3 Allowing Members Of OC3 To Use OC2 Common Property For The Purpose Of Accessing The Recreation Facilities In OC5 Common Property 2. Access Licence Agreement Between PS624531N OC2 And PS624531N OC3

		Allowing Members Of OC2 To Use OC3 Common Property For The Purpose Of Accessing The Bicycle Store Facilities In OC1 Common Property 3. Access Licence Agreement Between Brady Sutherland Pty Ltd As Owners Of Lot G5 (Melbourne Star Level 1) And PS624531N OC2 and OC5 Allowing The Customers Of Lot G5 To Use OC2 and OC5 Common Property For The Purpose Of Disabled Customers Accessing Lot G5 4. External Signage Licence Agreement Between PS624531N OC1 and Brady Sutherland Pty Ltd To Install & Display Signage On Designated External Facades Of The Melbourne Star and Melbourne Sky Buildings External Signage 5. Licence Agreement Between PS624531N OC1 and Brady Sutherland Pty Ltd To Permit Installation of Signage On Designated Windows And Illuminated Signage Mounted In Designated Locations On The Façade Of the Commercial Lots G1, G2, G3, G4, G5, G6, (Melbourne Star) R1 and R2 (Melbourne Sky). 6. Internal Signage And Television Licence Agreement Between PS624531N OC1 and OC3 and Brady Sutherland Pty Ltd To Occupy & Display Signage And Supply & Install Television Screens And Display Content In Designated Locations Within The Ground Floor Lobbies Of Melbourne Star and Melbourne Sky 7. Licence Agreement Between Brady Sutherland Pty Ltd and PS624531N OC2 To Occupy The Room On Intermediate Roof Level (SL141.30) Of Melbourne Star 8. Licence Agreement Between Brady Sutherland Pty Ltd and PS624531N OC1 To Occupy The Roof Of Melbourne Sky 9. Licence Agreements (One For Each Lot) Between PS624531N OC1 or OC 3) And Brady Sutherland Pty Ltd To Permit Installation Of Air-Conditioning Condensers For Lots : * G1, G2, G3, G4 and G6 At Basement Level 2 Melbourne Star (OC1) * 202,203 and 204 At Basement Level 1 Melbourne Star (OC1) * 205, 206, 207, 208, 305, 306, 307, 308, 405, 406, 407 and 405 On Plant Platform Ground Level Melbourne Star (OC1) * 3301, 3302, 3303, 3305, 3306, 3307, 3308, 3309, 3401, 3402, 3403, 3405, 3406, 3407,

		3408, 3409, 3501, 3502, 3503, 3505, 3506, 3507, 3508, 3509, 3601, 3602, 3603, 3605, 3606, 3607, 3608, 3609, 3701, 3702, 3703, 3705, 3706, 3707, 3708, 3709, 3801, 3802, 3803, 3805, 3806, 3807, 3808, 3809, 3901, 3902, 3903, 3905, 3906, 3907, 3908, 3909, 4001, 4003, 4005, 4006, 4007, 4008 and 4009 On Melbourne Star Roof (OC1) * R2 At Basement Level 2 Melbourne Sky(OC1) * R1 At Ground Level Melbourne Sky (OC3); and * 701A,703A, 706A and 708A At Level 1 (OC3) 10. Licence Agreement Between PS624531N OC 3) And Brady Sutherland Pty Ltd To Occupy The Portion Of The Ground Floor Lobby to the Rear Of Lot 2R (which formed Part of Lot 2R on earlier versions of the Plan
15.	**Services:**	In accordance with Section 12 of the Act, it was **unanimously resolved** that the Owners Corporation would provide the following services to lot owners (at the lot owners cost) (a) Facility Management; (b) Building Management; (c) Common Area Cleaning; (d) Common Area Electricity; (e) Common Area Water (f) Common Area Gas (g) Building Insurance (h) Lift Servicing and Maintenance (i) Fire Systems Servicing, Maintenance & Testing (j) Hot Systems Servicing and Maintenance (k) Common Area Pumps Servicing & Maintenance (l) Foyer Entry Door Maintenance (m) Tilt Door Maintenance (n) Rubbish Removal (o) Common Area Carpet Cleaning (p) Common Area Cleaning To Inaccessible Windows (q) Façade Access Certification (r) Lightening Protection Certification (s) Common Area Mechanical Services Serving And Maintenance (t) Essential Services Servicing, Testing and

		Maintenance (u) Maintenance Of the pool, Spa, Sauna and Gym Area (v) Supply of Consumables To Common Areas Including Toilet Paper, Hand Towel Paper Etc. **It was further resolved** that the Owners Corporation grant the committee the right to call tenders and enter into agreements to provide the various services including cleaning, building management, facility management and services contracts to the Owners Corporation as are required for the satisfactory operation and maintenance of the Building subject to such agreements being for maximum terms of no longer than five (5) years duration and falling within the approved budget for the inaugural year and to affix the common seal of Owners Corporation to each of the aforementioned service agreements.
16.	**Maintenance Plan and Fund:**	In accordance with Sections 36 and 40 of the Act, it was **resolved** to engage a consultant to prepare a Maintenance Plan for consideration at the first Annual General Meeting. No Maintenance Fund or Plan has been adopted for the Inaugural Year.
17.	**Owners Corporation Rules:**	The proposed Rules attached to the Agenda were tabled and considered. It was **unanimously resolved** as follows:- (a) to adopt the Rules and register the Rules at the Victorian Land Registry.
18.	**ABN/GST:**	It was **resolved** that the Manager obtains an ABN for the Owners Corporations and to arrange GST registrations.
19.	**Registered address:**	It was **resolved** the registered office of the Owners Corporation is: 396 La Trobe Street, Melbourne
20.	**Bank accounts:**	It was **resolved** that the Manager be authorised to open and operate a bank account or bank accounts in the name of the Owners Corporation at a bank to be decided by the Manager.
21.	**Common seal:**	In accordance with Section 20 of the Act, it was **resolved** the common seal be adopted as the common seal of the Owners Corporation. It was further **resolved** that a representative of the Manager be authorised to execute documents and owners corporation certificates under this seal.
22.	**Penalty Interest:**	In accordance with Section 29 of the Act, it was **resolved** the Owners Corporation ***may*** charge interest, in accordance with the Penalty Interest Rates Act 1983 on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment. It was further resolved that the costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the Owners Corporation Act 2006 Act No. 69/2006 will be fully recoverable from the indebted lot owner. It was further resolved that the Owners Corporation ***may*** approve the engagement of the services of a debt collection agency and/or legal firm for the purpose of

		collecting overdue Owners Corporation fees, that any Owner in default will be liable for all and any costs associated with collection of monies due, which includes but is not limited to interest, administration fees, debt collection costs and legal costs, and that should it be required the matter can be filed with a court of competent jurisdiction which may include but not be limited to: the Victorian Civil Administrative Tribunal or the Magistrates Court of Victoria.
23.	**General business:**	There were no general business items discussed.

There being no other business, the meeting **closed at 3:30 PM**

Attachments:

1. Owners Corporation Rules PS624531N
2. Schedule Of Fees PS624531N Financial Year 1 January 2014 to 31st December 2014

…….

Signed by Simon Pethica as Chairperson.

OWNERS CORPORATION RULES

PLAN OF SUBDIVISION PS624531N

IN ADDITION TO THE MODEL RULES, THE FOLLOWING RULES SHALL APPLY:

Use of Common Property and Lots

A member must not, and must ensure that the occupier of a member's lot does not and an occupier of the lot must not:-

1. Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;

2. Park or stand any motor or other vehicle upon common property, unless the proper written consent of the Owners Corporation has been obtained, and then only in accordance with the terms of that consent;

3. Place articles such as door mats, pot plants or like decorations upon common property adjoining the entrance to the members lot;

4. Use or permit the lot to be used for any other purpose which may be illegal or injurious to the reputation of the building or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;

5. Make or permit to be made any undue noise in or about the common property or lot;

6. Make or permit to be made noise from audio equipment, televisions, musical instruments or the like or machinery which may be heard outside the members or occupiers lot;

7. Keep any animal in the lot or the common property without the consent of the Owners Corporation or after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance;

8. Use the common property or permit it to be used in a manner that is likely to cause damage or deterioration to the common property;

9. Without the prior consent in writing of the Owners Corporation and then only on the terms and subject to the conditions specified in that consent:-

9.1 Make or permit to be made any alterations or additions that are structural or which change the external appearance of the lot and/or any accessory lot.

9.2 Erect a security door to the lot entrance.

9.3 Fit a canvas blind, curtain, shutter or other awning on the outside of any window and to only place on the inside of any window (where such window may, in the Owners Corporation Managers' discretion, be viewed from the street) window treatments of a white colour as viewed from outside the lot.

9.4 Make any internal alterations to partitions, walls or ceilings which in any way compromise the building fire protection sprinkler systems design and operation without first obtaining the Owners Corporation's written consent.

9.5 Otherwise modify the internal layout of the apartment without first notifying the Owners Corporation and obtaining appropriate planning and building approvals, copies of which shall be supplied to the Owners Corporation

9.6 Complying with any requirements that the Owners Corporation advises in respect of;-

9.6.1 Times that work can occur

9.6.2 Access arrangements for tradesmen and materials

9.6.3 Cleaning of common property areas during construction, and

9.6.4 Repair of damage to common property during construction.

10. Use of any machine, equipment or instrument which causes interference with wireless or television reception;

11. Place any garment or article of clothing, sheet, blanket or towel or other article on any part of the common property or on any balcony or open area forming part of a Lot;

12. Use the lot or any part thereof or the common property for the making of any public announcement or for the displaying of any placard, advertisement or sign unless consented to in writing by the Owners Corporation and then only on the terms and subject to conditions specified in that consent;

13. Store any materials or goods on common property or any car park lot or erect or place any television or wireless aerial, satellite dish or similar hot water storage tank on the common property unless the Owners Corporation first consents in writing and then only on the terms and subject to the conditions as specified in

that consent;

14. Place garbage on the common property except in a proper bin or receptacle and in a place set aside by the Owners Corporation;

15. Do anything that will cause any increased or extra premiums for the insurance of the building or which causes such insurance to become void;

16. Enter into any plant room, electricity switch room, lift machinery room, or adjust or cause adjustments to any thermostat, water control, electricity, gas or heating and/or cooling controls in or on the common property without the consent of the Owners Corporation;

17. Feed birds or animals from window sills of a lot or on the common property;

18. Use the lifts for delivery or removal of goods at any time without the approval of the Owners Corporation. Lift covers shall be used at any such times;

19. Cause any breach of the building security by providing security access to the persons who are not members and/or occupiers in the property or causing permanent security doors, gates, windows or the like to be held open, thus allowing access for unauthorized persons;

20. Smoke or consume alcohol in the common property areas including lifts, corridors and recreational facilities;

21. Use any lot or any part of the common property to wash, repair or restore any motor vehicle, boat or trailer;

22. Allow or permit an object to be thrown, blown or otherwise transported from the member's lot (inclusive of any balcony) to another lot including but not limited to cigarette butts, bottles, cans or waste of any description;

23. That upon completion of the Project, all lot owners will bear responsibility for all costs incurred by the Owners Corporation, in accordance with their respective units of lot liability, provided however that Brady Sutherland Pty Ltd with respect of all Lots of which it is the registered proprietor, shall be limited to contributions for expenses related to insurances, essential services maintenance contracts and essential services replacements until such time as the Lot is occupied on a permanent basis or the lot is transferred in the ordinary course of sale to another person/s or entity;

24. The members of the Owners Corporation acknowledge that Brady Sutherland Pty Ltd or its successor in Title intend to develop S2, S3 and S4 of this Plan of Subdivision in accordance with Planning Permit No 2008/0717, or such subsequent planning permits which may be granted to Brady Sutherland Pty Ltd

or its successor in Title. The Owners Corporation will make no objection to the marketing and construction works undertaken in respect of Lot S2, S3 and S4 nor will the Owners Corporation seek to impose any restriction on construction activities beyond those standards required by the City of Melbourne in a CBD residential neighbourhood.

Pool, gymnasium and sauna

25. An owner or an occupier of a lot must comply with the times of use of the pool, gymnasium and sauna areas which will be open and closed at designated times as varied from time to time.

26. An owner or an occupier of a lot must supervise and be in attendance with any child under the age of 12 years in the pool, gymnasium and sauna area at all times and shall ensure all children are respectful of other users of the facilities.

27. An owner or an occupier of a lot must ensure their health and fitness levels are appropriate for the use of the pool, gymnasium and sauna facilities.

Positive Obligations of Owners

Any member shall do the following:-

28. A proprietor or occupier must only use their car park as a car parking space and not for any other purpose without the prior consent of the Owners Corporation;

29. The members and occupiers acknowledge that the Owners Corporation may utilize electronic recording media including cameras to monitor and protect common property with the property.

30. Without prejudice to the Provisions of Rule 15 pay any increased premium occasioned by his particular use of the lot.

31. Repair and maintain the interior of the lot and parts of the common property in the exclusive use of the member or the occupant of the lot and maintain in good repair and working order and keep clear all sanitary and sewerage and other apparatus and equipment wholly within the lot.

32. Promptly report to the Owners Corporation or the building caretaker failure of any services which affects the use or enjoyment of such services by owners or occupiers of lots in the building.

33. Keep the passageway outside the lot clean and clear of rubbish.

34. When leasing his lot make it a condition of the lease or tenancy that the Lessee or Tenant shall comply with the Rules of the Owners Corporation and any

relevant statutory requirements,

35. Use any lift in the building at his own risk and in a careful and responsible manner and make good any damage caused as a result of lifts for delivery of goods by the member or his Lessee or Tenant.

36. Advise the Owners Corporation of any incident, accident or event that they either witness or become aware of including all relevant information of which they are aware concerning the circumstances and individuals included.

Other

37. The Owners Corporation manager will provide access to members to inspect all minutes of all Owners Corporation documents that are made accessible to members including minutes of all Owners Corporation meetings, financial statements, contracts, agreements, rules, plan of subdivision and insurance covers and owners' Owners Corporation accounts on reasonable notice. The Owners Corporation manager will be entitled to a levy a charge on the member for provision of copies of any requested documents.

CITY OF MELBOURNE

GPO Box 1603
Melbourne VIC 3001
Phone (03) 9658 9658
www.melbourne.vic.gov.au
DX210487
ABN 55 370 219 287

28 January 2022

Owners Corporation Plan No. 1 PS624531N
c/- Brady Owners Corporation Services Pty Ltd
396A La Trobe Street
MELBOURNE VIC 3000

Dear Sir/Madam

BUILDING NOTICE: 748911

Melbourne Star Apartments, 8 Sutherland Street Melbourne VIC 3000

I refer to the attached copy of the building notice dated 28 January 2022 issued to you pursuant to Section 106 of the Building Act 1993 in relation to the property at the above mentioned address.

An inspection was carried out on 22 September 2021 and identified a number of non-complying safety matters which require your attention and action. The building notice details the deficiencies that were identified at the time of the inspection.

I strongly urge you to provide written representations to the matters raised in the building notice within 60 days stating why you should not undertake the building work as detailed in the notice. Please note that the building notice does not order you to undertake any building work/s. Undertaking the required building work as detailed in the building notice will either require a building order or a building permit to be issued prior to the commencement of any such work.

Buildings of heritage significance may require further approvals or adherence to design parameters prior to the undertaking of any works that are the subject of the notice. It is recommended that you contact Melbourne City Council's Planning Department on 9658 9658 so as to determine any planning permit requirements.

Please note that should no representations be made in relation to the matters contained in the notice within the prescribed time period, a building order may be issued ordering you to undertake building work.

Please contact Paulina Ronngard on 9658 9658 or email cladding@melbourne.vic.gov.au should you have any queries in relation to these matters.

Yours faithfully



Matthew Patterson
Deputy Municipal Building Surveyor

Phone: 9658 9658
Email: cladding@melbourne.vic.gov.au

Our reference: 748911

Form 11 Regulation 180, Building Regulations 2018

BUILDING NOTICE

Section 106 of the *Building Act* 1993

CITY OF MELBOURNE

Notice No: 748911

This building notice is made under section 106 of the *Building Act 1993*

TO: Owners Corporation Plan No. 1 PS624531N
c/- Brady Owners Corporation Services Pty Ltd
396A La Trobe Street
MELBOURNE VIC 3000

FROM:

1. I am the delegate of the municipal building surveyor of the City of Melbourne. I am authorised to cause a building notice to be served to you, as owner of the building to which this notice applies, under Division 2 of Part 8 of the *Building Act 1993*.

LOCATION OF THE BUILDING TO WHICH THIS NOTICE APPLIES:

2. Melbourne Star Apartments, 8 Sutherland Street Melbourne VIC 3000

3. **INSPECTION DETAILS:**

The date and time of any inspection relied on by myself as the relevant building surveyor for the purpose of making this notice, and the name and qualifications of the person or persons who conducted the inspection are—

Time of inspection: 2:30 PM
Date of inspection: 22 September 2021
Name of person: Paulina Ronngard
Qualification of person: Bachelor of Building Surveying

4. **REASON(S) WHY THIS NOTICE WAS SERVED:**

In accordance with section 106 of the Building Act 1993, I am of the opinion that the following circumstance exists:

4.1. **Danger to life, safety or health from Building**

The building is a danger to the life, safety or health of any member of the public or of any person using the building or to any property

4.1.1. Aluminium Composite Panels (ACP) have been identified in part as being used as a component on the external walls on the building. ACP are considered to be a combustible material, whereas the Building Code of Australia (BCA) requires external walls of this building construction Type to be of non-combustible construction, as defined in the BCA.

For the location and configuration of the ACP on the building see the Appendix attached to the rear of this Building Notice.

5. **SHOW CAUSE PROCESS:**

Under section 108 of the Building Act 1993, you are required to show cause within 60 days of the date of service of this notice -

5.1. Why you should not be required to carry out the building work identified in this notice in relation to the building.

5.1.1. Remove/replace all the combustible Aluminium Composite Panel cladding on the building with a material compliant with the Building Code of Australia (BCA).

OR;

5.1.2. Remove and replace the combustible Aluminium Composite Panel cladding on the building as far as is reasonable practicable whereby it can be demonstrated (to be verified through a Section 160A application via the Building Appeals Board, for design determination) that the cladding extent and configuration satisfies the BCA performance requirements.

5.2. **Specified period for making representations:**

60 days

5.3. **Specified manner for making representations:**

The manner for making representations in response to the matters contained in this notice is in writing

BUILDING NOTICE SERVED BY:

Matthew Patterson
Deputy Municipal Building Surveyor
Building practitioner registration no.: BS-U 36149

Address: Council House 2, Level 3, 240 Little Collins Street, Melbourne VIC 3000

Signature: 

Important: Pursuant to Section 228D of the Building Act 1993, I hereby advise you that a member of the City of Melbourne - Building Control Group will conduct an inspection of the Building after expiry of this Notice.

Dated: 28 January 2022
Notice No: 748911

If you have any queries in relation to this document, please contactPaulina Ronngard on the contact details below:
Phone: 9658 9658
Email: cladding@melbourne.vic.gov.au

APPENDIX







NOTES:

What is a Building Notice?
A Building Notice is a "show cause" notice. In simple terms, the recipient of a building notice is required to provide the Municipal Building Surveyor reasons why he or she should not comply with the directions detailed in the notice.

Why has a Building Notice been issued?
An authorised officer of the City of Melbourne Building Control Group has recently inspected the property and identified general safety deficiencies. Under Section 106 of the *Building Act* 1993 (Vic), the Municipal Building Surveyor has a duty of care to see that these deficiencies are adequately addressed via the Building Notice format.

What are you required to do?
It is in the owner's best interest to submit a written response containing statements as to why he or she should not comply with the directions of the Building Notice, or alternatively submit a submission agreeing to undertake the works. In which case, the submission should include a schedule of works containing details of when the works will be completed. It is important to respond to all items and address them individually.

In most cases, it is in the owner's best interest to engage a suitable professional to act on his/her behalf in order to achieve a more favourable result. If the matters raised in the notice are of a technical nature, an informed technical argument from a competent professional in the relevant field is required. If you require advice on suitable professions, please contact the Building Department on 9658 9658. Please ask for the officer named in the covering letter.

Consideration of statements
The Municipal Building Surveyor will consider all written statements from the owner or persons engaged to act on his or her behalf if received within the "show cause" period. After consideration of the written statements the Municipal Building Surveyor may request further information in respect to certain items. Once all items have been adequately addressed, one of three actions will occur. The Building Notice may be cancelled or, a Building Order may be issued with some items deleted or amended to reflect the outcome of previous discussions and submissions or, a Building Order will be issued and contain all the directions detailed in the Building Notice.

A Building Order is the next step in the process. If a Building Order is issued, it will require the owner to undertake the directions of the order within a stated time period. Importantly, compliance with a Building Order is enforceable in the Magistrates Court.

What if you do nothing?
The intention of a Building Notice process is to raise discussion of the issue/s between the owner of the property and the Municipal Building Surveyor. In the event the Municipal Building Surveyor does not receive any response, a Building Order will be issued and contain all the directions detailed in the notice.

Representations by owner
Pursuant to Section 109 of the Act, an owner may make representations to the Municipal Building Surveyor about the matters contained in the building notice. Any representations are to be made in writing to the Municipal Building Surveyor before the end of the show cause period.

Cancellation of a building notice
Pursuant to Section 110 of the Act, the Municipal Building Surveyor may cancel a building notice if he or she considers it appropriate to do so after considering any representations made under Section 109.

Building Order
Subject to Section 107 of the Act, the Municipal Building Surveyor may make a building order under Section 111 after the end of the time allowed by the building notice for making representations.

Appeals to the Building Appeals Board
Pursuant to Section 142(1) of the Act, an owner of a building or land may appeal to the Building Appeals Board against a decision to serve a notice, and a failure within a reasonable time, or refusal, to cancel a notice. In accordance with Section 146 of the *Act* and Regulation 271 of the Building Regulations 2018 the prescribed appeal period is 30 days from the date of this notice.

Subsequent Owners of the Land
Pursuant to Section 236 of the Act, this building notice is binding on every subsequent owner of the land.

Building Notice Response

Melbourne Star Apartments, 8 Sutherland Street Melbourne VIC 3000 - 748911

I ……, owner of the Building located at Melbourne Star Apartments, 8 Sutherland Street Melbourne VIC 3000, wish to submit the following response to the Building Notice dated

Please note, all items have been individually addressed and are numbered in accordance with the numbering used in the stated Building Notice (for example, 5.1.1, 5.1.2 etc.)

……..

……..

……..

Signed ……..

Dated ……..

Contact Number ……..

Email ……..

(Attach more pages if required)

Building Act 1993, Building Regulations 2018

EXTENSION OF BUILDING NOTICE

Part 8 of the *Building Act 1993*

CITY OF MELBOURNE

5 July 2022

Owners Corporation Plan No. 1 PS624531N
C/- Brady Owners Corporation Services Pty Ltd
270 King Street
MELBOURNE VIC 3000

By email: manager@bradyocs.com.au

Dear Sir/Madam

RE: Building Notice – 748911

Melbourne Star Apartments, 8 Sutherland Street Melbourne VIC 3000

Please be advised that I hereby grant a 60 day extension to the Building Notice – 748911.

Please note, the previous expiry date of 27 June 2022 is now set to 26 August 2022.

Yours faithfully

Matthew Patterson
Deputy Municipal Building Surveyor

If you have any queries in relation to this document, please contact Simon Andrews on the contact details below:
Phone: 9658 9658
Email: cladding@melbourne.vic.gov.au

CoM reference: 748911

2 November 2022

GPO Box 1603
Melbourne VIC 3001
Phone (03) 9658 9658
www.melbourne.vic.gov.au
DX210487
ABN 55 370 219 287

Owners Corporation Plan No. 1 PS624531N
c/- Brady Owners Corporation Services Pty Ltd
396A La Trobe Street
MELBOURNE VIC 3000

Dear Sir/Madam

AMENDED BUILDING NOTICE: 748911

Melbourne Star Apartments, 8 Sutherland Street Melbourne VIC 3000

I refer to the attached copy of the building notice dated 28 January 2022 issued to you pursuant to Section 106 of the Building Act 1993 in relation to the property at the above mentioned address.

It has recently become apparent that the roof pavilion structure may have been constructed without the issue of a building permit. Therefore this structure has been removed from the building notice for the building's combustible cladding. Please find the amended building notice attached.

Please note a separate building notice will be issued shortly for the roof pavilion structure. It will require the building owner to show cause why the roof pavilion structure should not be demolished as it has been constructed without the issue of a building permit.

Please contact Simon Andrews on 9658 9658 or email cladding@melbourne.vic.gov.au should you have any queries in relation to these matters.

Yours faithfully

Matthew Patterson
Deputy Municipal Building Surveyor

Phone: 9658 9658
Email: cladding@melbourne.vic.gov.au

Our reference: 748911

Form 11 Regulation 180, Building Regulations 2018

BUILDING NOTICE AMENDMENT A – 2/11/22

Section 106 of the *Building Act* 1993

CITY OF MELBOURNE

Notice No: 748911

This building notice is made under Section 106 of the *Building Act 1993*

TO: Owners Corporation Plan No. 1 PS624531N
c/- Brady Owners Corporation Services Pty Ltd
396A La Trobe Street
MELBOURNE VIC 3000

FROM:

1. I am the delegate of the municipal building surveyor of the City of Melbourne. I am authorised to cause a building notice to be served to you, as owner of the building to which this notice applies, under Division 2 of Part 8 of the *Building Act 1993*.

LOCATION OF THE BUILDING TO WHICH THIS NOTICE APPLIES:

2. Melbourne Star Apartments, 8 Sutherland Street Melbourne VIC 3000

3. **INSPECTION DETAILS:**

The date and time of any inspection relied on by myself as the relevant building surveyor for the purpose of making this notice, and the name and qualification of the person who conducted the inspection are—

Time of inspection: 2:30 PM
Date of inspection: 22 September 2021
Name of person: Paulina Ronngard
Qualification of person: Bachelor of Building Surveying

4. **REASON WHY THIS NOTICE WAS SERVED:**

In accordance with Section 106 of the Building Act 1993, I am of the opinion that the following circumstance exists:

4.1. **Danger to life, safety or health from Building**

The building is a danger to the life, safety or health of any member of the public or of any person using the building or to any property

4.1.1. Aluminium Composite Panels (ACP) have been identified in part as being used as a component on the external walls on the building. ACP are considered to be a combustible material, whereas the Building Code of Australia (BCA) requires external walls of this building construction Type to be of non-combustible construction, as defined in the BCA.

For the location and configuration of the ACP on the building see the Appendix attached to the rear of this Building Notice.

5. **SHOW CAUSE PROCESS:**

Under Section 108 of the Building Act 1993, you are required to show cause within 60 days of the date of service of this notice -

5.1. Why you should not be required to carry out the building work identified in this notice in relation to the building.

5.1.1. Remove/replace all the combustible Aluminium Composite Panel cladding on the building with a material compliant with the Building Code of Australia (BCA).

OR;

5.1.2. Remove and replace the combustible Aluminium Composite Panel cladding on the building as far as is reasonable practicable whereby it can be demonstrated (to be verified through a Section 160A application via the Building Appeals Board, for design determination) that the cladding extent and configuration satisfies the BCA performance requirements.

5.2. **Specified period for making representations:**

60 days

5.3. **Specified manner for making representations:**

The manner for making representations in response to the matters contained in this notice is in writing

BUILDING NOTICE SERVED BY:

Matthew Patterson
Deputy Municipal Building Surveyor
Building practitioner registration no.: BS-U 36149

Address: Council House 2, Level 3, 240 Little Collins Street, Melbourne VIC 3000

Signature: 

Important: Pursuant to Section 228D of the Building Act 1993, I hereby advise you that a member of the City of Melbourne - Building Control Group will conduct an inspection of the Building after expiry of this Notice.

Dated: 28 January 2022
Notice No: 748911

Building Notice Amendments

- Amendment A – 2/11/22
  Roof pavilion structure deleted from building notice.

APPENDIX





NOTES:

What is a Building Notice?
A Building Notice is a "show cause" notice. In simple terms, the recipient of a building notice is required to provide the Municipal Building Surveyor reasons why he or she should not comply with the directions detailed in the notice.

Why has a Building Notice been issued?
An authorised officer of the City of Melbourne Building Control Group has recently inspected the property and identified general safety deficiencies. Under Section 106 of the *Building Act* 1993 (Vic), the Municipal Building Surveyor has a duty of care to see that these deficiencies are adequately addressed via the Building Notice format.

What are you required to do?
It is in the owner's best interest to submit a written response containing statements as to why he or she should not comply with the directions of the Building Notice, or alternatively submit a submission agreeing to undertake the works. In which case, the submission should include a schedule of works containing details of when the works will be completed. It is important to respond to all items and address them individually.

In most cases, it is in the owner's best interest to engage a suitable professional to act on his/her behalf in order to achieve a more favourable result. If the matters raised in the notice are of a technical nature, an informed technical argument from a competent professional in the relevant field is required. If you require advice on suitable professions, please contact the Building Department on 9658 9658. Please ask for the officer named in the covering letter.

Consideration of statements
The Municipal Building Surveyor will consider all written statements from the owner or persons engaged to act on his or her behalf if received within the "show cause" period. After consideration of the written statements the Municipal Building Surveyor may request further information in respect to certain items. Once all items have been adequately addressed, one of three actions will occur. The Building Notice may be cancelled or, a Building Order may be issued with some items deleted or amended to reflect the outcome of previous discussions and submissions or, a Building Order will be issued and contain all the directions detailed in the Building Notice.

A Building Order is the next step in the process. If a Building Order is issued, it will require the owner to undertake the directions of the order within a stated time period. Importantly, compliance with a Building Order is enforceable in the Magistrates Court.

What if you do nothing?
The intention of a Building Notice process is to raise discussion of the issue/s between the owner of the property and the Municipal Building Surveyor. In the event the Municipal Building Surveyor does not receive any response, a Building Order will be issued and contain all the directions detailed in the notice.

Representations by owner
Pursuant to Section 109 of the Act, an owner may make representations to the Municipal Building Surveyor about the matters contained in the building notice. Any representations are to be made in writing to the Municipal Building Surveyor before the end of the show cause period.

Cancellation of a building notice
Pursuant to Section 110 of the Act, the Municipal Building Surveyor may cancel a building notice if he or she considers it appropriate to do so after considering any representations made under Section 109.

Building Order
Subject to Section 107 of the Act, the Municipal Building Surveyor may make a building order under Section 111 after the end of the time allowed by the building notice for making representations.

Appeals to the Building Appeals Board
Pursuant to Section 142(1) of the Act, an owner of a building or land may appeal to the Building Appeals Board against a decision to serve a notice, and a failure within a reasonable time, or refusal, to cancel a notice. In accordance with Section 146 of the *Act* and Regulation 271 of the Building Regulations 2018 the prescribed appeal period is 30 days from the date of this notice.

Subsequent Owners of the Land
Pursuant to Section 236 of the Act, this building notice is binding on every subsequent owner of the land.

Building Notice Response

Melbourne Star Apartments, 8 Sutherland Street Melbourne VIC 3000 - 748911

I ……, owner of the Building located at Melbourne Star Apartments, 8 Sutherland Street Melbourne VIC 3000, wish to submit the following response to the Building Notice dated

Please note, all items have been individually addressed and are numbered in accordance with the numbering used in the stated Building Notice (for example, 5.1.1, 5.1.2 etc.)

……..

……..

……..

Signed ……..

Dated ……..

Contact Number ……..

Email ……..

(Attach more pages if required)

CHUBB®

Certificate of Currency

Insured:	OC No. 624531N
Policy Number:	93210646
Policy Period:	From: 4PM on 3/12/2022 To: 4PM on 3/12/2023
Particulars Of Insurance:	Residential Strata Insurance
Location:	5 & 8 Sutherland Street, Melbourne VIC 3000
Sum Insured:	
Building & Common property	$218,309,480
Temporary Accommodation and Loss of Rent	$32,422,200
Catastrophe Extension and Owners Improvements	15%
First Loss Terrorism	Not Insured
General Liability	$20,000,000
Crime Insurance	$100,000
Machinery Breakdown	$40,000
Management Committee Liability	$5,000,000
Voluntary Workers (in the aggregate any one period)	$500,000
Voluntary Workers (per volunteer)	$200,000
Professional Expenses (in the aggregate any one period)	$30,000
Appeal Expenses (in the aggregate any one period)	$150,000
Chubb Proportion:	100%
Date:	08 December 2022

©2016 Chubb Insurance Australia Limited. Chubb®, its logos, and Chubb.Insured.℠ are protected trademarks of Chubb.

All the values on this Certificate of Currency are correct as at 08 December 2022 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

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

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



Fads Gurani | **Chubb Insurance Australia Limited**
Strata Underwriter VIC

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CITY OF MELBOURNE

GPO Box 1603
Melbourne VIC 3001
Telephone (03) 9658 9658
Facsimile (03) 9654 4854
DX210487

ABN 55 370 219 287

18 January 2023

Owners Corporation Plan No. 1 PS624531N
C/- Brady Owners Corporation Services
270 King Street
MELBOURNE VIC 3000

Dear Sir/Madam

BUILDING ORDER: 990147

Melbourne Star Apartments, 8 Sutherland Street Melbourne VIC 3000

I refer to the attached copy of the building order dated 18 January 2023 issued to you pursuant to Section 111 of the *Building Act 1993* in relation to the property at the above mentioned address.

The building notice dated 2 November 2022 was served on you and any representations made by you have been considered. I am of the opinion that insufficient cause has been shown by the owner of the property to warrant the cancellation of the notice and as such a building order has been issued.

The building order requires that you carry out the building or other work as detailed in the order within the prescribed time frame.

I strongly urge you to comply with the requirements of the order. Should you fail to comply with this order, Council may pursue legal proceedings against you without any further notice to you and will seek to have all costs incurred, reimbursed from the Courts inclusive of legal costs. Please note that should the building work as detailed in the order not be undertaken, the Council as part of the prosecution proceedings may seek an order from the Court that will require the works to be undertaken.

Buildings of heritage significance may require further approvals or adherence to design parameters prior to the undertaking of any works that are the subject of the notice. It is recommended that you contact Melbourne City Council's Planning Department on 9658 9658 to determine any planning permit requirements.

Please be advised that pursuant to Section 118 of the Act, the penalty for a person/s that breach or do not comply with an order can be fined up to 500 penalty points by the Court in the case of a natural person and 2,500 penalty units in the case of a body corporate.

Please contact Simon Andrews on 9658 9658 or email cladding@melbourne.vic.gov.au should you have any queries in relation to these matters.

Yours faithfully



Matthew Patterson
Deputy Municipal Building Surveyor

Phone: 9658 9658
Email: cladding@melbourne.vic.gov.au

Our reference: 990147

Form 12 Regulation 182(1), Building Regulations 2018

BUILDING ORDER

Section 111 of the *Building Act 1993*

Order No: 990147

This building order is made under Section 111 of the *Building Act 1993.*

TO: Owners Corporation Plan No. 1 PS624531N
C/- Brady Owners Corporation Services
270 King Street
MELBOURNE VIC 3000

FROM: I am the delegate of the municipal building surveyor of the City of Melbourne. I am authorised to make a building order, under Section 111 of the Building Act 1993.

LOCATION OF THE BUILDING TO WHICH THIS ORDER APPLIES:

Melbourne Star Apartments, 8 Sutherland Street Melbourne VIC 3000

ORDER:

1. I, as the relevant building surveyor, order that:

   1.1. By 5.00PM on 29 July 2023, the owner of the Building, 8 Sutherland Street Melbourne, MUST obtain a building permit to:

      1.1.1. Remove/replace all the combustible Aluminium Composite Panel cladding on the building with a material compliant with the Building Code of Australia (BCA)

      OR;

      1.1.2. Remove and replace the combustible Aluminium Composite Panel cladding on the building as far as is reasonably practicable whereby it can be demonstrated (to be verified through a Section 160A application via the Building Appeals Board, for design determination) that the cladding extent and configuration satisfies the BCA performance requirements.

      AND:

   1.2. By 5.00PM on 27 October 2023, the owner of the Building, 8 Sutherland Street Melbourne, MUST carry out the following building work as mentioned in items 1.1.1 and 1.1.2.

REASON WHY THIS ORDER WAS MADE:

2. In accordance with Section 111 of the *Building Act 1993*, I am of the opinion that the following circumstance exists:

   2.1. **A building or place of public entertainment is a danger to life, safety or health**

   The Building is a danger to the life, safety or health of any member of the public or of any person using the Building or to any property.

2.1.1. Aluminium Composite Panels (ACP) have been identified in part as being used as a component on the external walls on the building. ACP are considered to be a combustible material, whereas the Building Code of Australia (BCA) requires external walls of this building construction Type to be of non-combustible construction, as defined in the BCA.

For the location and configuration of the ACP on the Building, see the Appendix attached to the rear of this Building Order.

3. DETAILS OF RELEVANT BUILDING NOTICE:

3.1. Date of service of building notice: 28 January 20222

3.2. Due date for making representations as specified in the building notice: 60 days from service of Building Notice.

3.3. A copy of the relevant building notice is attached to this building order.

3.4. At the date of making this order, the due date for the owner to make representations has now expired.

3.5. Representations were made by the owner. After considering these representations, I am of the opinion that, for the reasons set out in this order, the making of this building order is warranted.

INSPECTION DETAILS:

4. The date and time of any inspection relied on by myself as the relevant building surveyor for the purpose of making this order, and the name and qualification of the person who conducted the inspection are—

Time of inspection: 2:30 PM
Date of inspection: 22 September 2021
Name of person: Paulina Ronngard
Qualification of person: Bachelor of Building Surveying

BUILDING ORDER MADE BY:

Matthew Patterson
Deputy Municipal Building Surveyor
Building practitioner registration no.: BS-U 36149

Address: Council House 2, Level 4, 240 Little Collins Street, Melbourne VIC 3000

Signature: 

Important: Pursuant to Section 228D of the *Building Act 1993*, I hereby advise you that a member of the City of Melbourne - Building Control Group will conduct an inspection of the Building after expiry of the time period/s detailed in this Order.

Dated: 18 January 2023
Order No: 990147

If you have any queries in relation to this document, please contact Simon Andrews on the contact details below:
Phone: 9658 9658
Email: cladding@melbourne.vic.gov.au

APPENDIX




CAUTION
VEHICLES
CROSSING

NOTES:

Duration of Order
Pursuant to Section 117 of the Act, a building order remains in force (and if amended remains in force as amended) until it is complied with or it is cancelled by the Municipal Building Surveyor or the Building Appeals Board.

Amendment or Cancellation of Order
Pursuant to Section 116 of the Act, if there is a change in circumstances after the service of a building order, the owner may request the Municipal Building Surveyor to amend or cancel the order.

Penalty for Failure to Comply
Pursuant to Section 118(1) of the Act, a person to whom a building order is directed must comply with that order [Failure = Maximum Penalty of 500 Penalty Units in the case of a natural person. 2500 Penalty Units in the case of a body corporate].

Appeals to the Building Appeals Board
Pursuant Section 142(2) of the Act an owner of a building or land, may appeal to the Building Appeals Board against;

- the making of a building order applying to that building or land
- the imposition of any condition in the building order
- a refusal to amend or cancel a building order
- a failure, within a reasonable time, to amend or cancel a building order, or
- a requirement under Division 3 of Part 8 that the building order be fully complied with

In accordance with section 146 of the Act and Regulation 271 of the Building Regulations 2018, the prescribed appeal period is thirty (30) days from the date of service of this order. Application forms and advice on appeals can be obtained from the Building Appeals Board on telephone number 1300 421 082.

Subsequent Owners of the Land
Pursuant to section 236 of the Act, this Building order is binding on every subsequent owner of the land.

Completion of Work
Pursuant to section 120 of the Act, the owner must notify the Municipal Building Surveyor in writing, without delay, on completion of the work required to be carried out by a Building Order.
(Failure = Maximum Penalty of 50 Penalty Units).

Injunctions
Pursuant to section 234E of the Act, the Municipal Building Surveyor may apply to a Court for an injunction if a person has engaged, or is proposing to engage, in conduct that constitutes or would constitute a contravention of a Building Order issued or made under the Act.

Work carried out by Municipal Building Surveyor
Pursuant to section 121 of the Act, if an owner fails to carry out work as required by a building order made by a Municipal Building Surveyor, the Municipal Building Surveyor may cause that work to be carried out.

Recovery of Costs for Work Carried out by Municipal Building Surveyor
Pursuant to section 123 of the Act, if a Municipal Building Surveyor carries out any work or takes any action under this Division, the relevant Council may recover the costs of carrying out the work or taking the action from the owner in a court of competent jurisdiction as a debt due to the Council.

2 November 2022

GPO Box 1603
Melbourne VIC 3001
Phone (03) 9658 9658
www.melbourne.vic.gov.au
DX210487
ABN 55 370 219 287

Owners Corporation Plan No. 1 PS624531N
c/- Brady Owners Corporation Services Pty Ltd
396A La Trobe Street
MELBOURNE VIC 3000

Dear Sir/Madam

AMENDED BUILDING NOTICE: 748911

Melbourne Star Apartments, 8 Sutherland Street Melbourne VIC 3000

I refer to the attached copy of the building notice dated 28 January 2022 issued to you pursuant to Section 106 of the Building Act 1993 in relation to the property at the above mentioned address.

It has recently become apparent that the roof pavilion structure may have been constructed without the issue of a building permit. Therefore this structure has been removed from the building notice for the building's combustible cladding. Please find the amended building notice attached.

Please note a separate building notice will be issued shortly for the roof pavilion structure. It will require the building owner to show cause why the roof pavilion structure should not be demolished as it has been constructed without the issue of a building permit.

Please contact Simon Andrews on 9658 9658 or email cladding@melbourne.vic.gov.au should you have any queries in relation to these matters.

Yours faithfully

Matthew Patterson
Deputy Municipal Building Surveyor

Phone: 9658 9658
Email: cladding@melbourne.vic.gov.au

Our reference: 748911

Form 11 Regulation 180, Building Regulations 2018

BUILDING NOTICE AMENDMENT A – 2/11/22

Section 106 of the *Building Act* 1993

CITY OF MELBOURNE

Notice No: 748911

This building notice is made under Section 106 of the *Building Act 1993*

TO: Owners Corporation Plan No. 1 PS624531N
c/- Brady Owners Corporation Services Pty Ltd
396A La Trobe Street
MELBOURNE VIC 3000

FROM:

1. I am the delegate of the municipal building surveyor of the City of Melbourne. I am authorised to cause a building notice to be served to you, as owner of the building to which this notice applies, under Division 2 of Part 8 of the *Building Act 1993*.

LOCATION OF THE BUILDING TO WHICH THIS NOTICE APPLIES:

2. Melbourne Star Apartments, 8 Sutherland Street Melbourne VIC 3000

3. **INSPECTION DETAILS:**

The date and time of any inspection relied on by myself as the relevant building surveyor for the purpose of making this notice, and the name and qualification of the person who conducted the inspection are—

Time of inspection: 2:30 PM
Date of inspection: 22 September 2021
Name of person: Paulina Ronngard
Qualification of person: Bachelor of Building Surveying

4. **REASON WHY THIS NOTICE WAS SERVED:**

In accordance with Section 106 of the Building Act 1993, I am of the opinion that the following circumstance exists:

4.1. **Danger to life, safety or health from Building**

The building is a danger to the life, safety or health of any member of the public or of any person using the building or to any property

4.1.1. Aluminium Composite Panels (ACP) have been identified in part as being used as a component on the external walls on the building. ACP are considered to be a combustible material, whereas the Building Code of Australia (BCA) requires external walls of this building construction Type to be of non-combustible construction, as defined in the BCA.

For the location and configuration of the ACP on the building see the Appendix attached to the rear of this Building Notice.

5. **SHOW CAUSE PROCESS:**

Under Section 108 of the Building Act 1993, you are required to show cause within 60 days of the date of service of this notice -

5.1. Why you should not be required to carry out the building work identified in this notice in relation to the building.

5.1.1. Remove/replace all the combustible Aluminium Composite Panel cladding on the building with a material compliant with the Building Code of Australia (BCA).

OR;

5.1.2. Remove and replace the combustible Aluminium Composite Panel cladding on the building as far as is reasonable practicable whereby it can be demonstrated (to be verified through a Section 160A application via the Building Appeals Board, for design determination) that the cladding extent and configuration satisfies the BCA performance requirements.

5.2. **Specified period for making representations:**

60 days

5.3. **Specified manner for making representations:**

The manner for making representations in response to the matters contained in this notice is in writing

BUILDING NOTICE SERVED BY:

Matthew Patterson
Deputy Municipal Building Surveyor
Building practitioner registration no.: BS-U 36149

Address: Council House 2, Level 3, 240 Little Collins Street, Melbourne VIC 3000

Signature: 

Important: Pursuant to Section 228D of the Building Act 1993, I hereby advise you that a member of the City of Melbourne - Building Control Group will conduct an inspection of the Building after expiry of this Notice.

Dated: 28 January 2022
Notice No: 748911

Building Notice Amendments

- Amendment A – 2/11/22
  Roof pavilion structure deleted from building notice.

APPENDIX





NOTES:

What is a Building Notice?
A Building Notice is a "show cause" notice. In simple terms, the recipient of a building notice is required to provide the Municipal Building Surveyor reasons why he or she should not comply with the directions detailed in the notice.

Why has a Building Notice been issued?
An authorised officer of the City of Melbourne Building Control Group has recently inspected the property and identified general safety deficiencies. Under Section 106 of the *Building Act* 1993 (Vic), the Municipal Building Surveyor has a duty of care to see that these deficiencies are adequately addressed via the Building Notice format.

What are you required to do?
It is in the owner's best interest to submit a written response containing statements as to why he or she should not comply with the directions of the Building Notice, or alternatively submit a submission agreeing to undertake the works. In which case, the submission should include a schedule of works containing details of when the works will be completed. It is important to respond to all items and address them individually.

In most cases, it is in the owner's best interest to engage a suitable professional to act on his/her behalf in order to achieve a more favourable result. If the matters raised in the notice are of a technical nature, an informed technical argument from a competent professional in the relevant field is required. If you require advice on suitable professions, please contact the Building Department on 9658 9658. Please ask for the officer named in the covering letter.

Consideration of statements
The Municipal Building Surveyor will consider all written statements from the owner or persons engaged to act on his or her behalf if received within the "show cause" period. After consideration of the written statements the Municipal Building Surveyor may request further information in respect to certain items. Once all items have been adequately addressed, one of three actions will occur. The Building Notice may be cancelled or, a Building Order may be issued with some items deleted or amended to reflect the outcome of previous discussions and submissions or, a Building Order will be issued and contain all the directions detailed in the Building Notice.

A Building Order is the next step in the process. If a Building Order is issued, it will require the owner to undertake the directions of the order within a stated time period. Importantly, compliance with a Building Order is enforceable in the Magistrates Court.

What if you do nothing?
The intention of a Building Notice process is to raise discussion of the issue/s between the owner of the property and the Municipal Building Surveyor. In the event the Municipal Building Surveyor does not receive any response, a Building Order will be issued and contain all the directions detailed in the notice.

Representations by owner
Pursuant to Section 109 of the Act, an owner may make representations to the Municipal Building Surveyor about the matters contained in the building notice. Any representations are to be made in writing to the Municipal Building Surveyor before the end of the show cause period.

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Pursuant to Section 110 of the Act, the Municipal Building Surveyor may cancel a building notice if he or she considers it appropriate to do so after considering any representations made under Section 109.

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Subject to Section 107 of the Act, the Municipal Building Surveyor may make a building order under Section 111 after the end of the time allowed by the building notice for making representations.

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Pursuant to Section 142(1) of the Act, an owner of a building or land may appeal to the Building Appeals Board against a decision to serve a notice, and a failure within a reasonable time, or refusal, to cancel a notice. In accordance with Section 146 of the *Act* and Regulation 271 of the Building Regulations 2018 the prescribed appeal period is 30 days from the date of this notice.

Subsequent Owners of the Land
Pursuant to Section 236 of the Act, this building notice is binding on every subsequent owner of the land.