

Contract of Sale of Land

Property:

3002/231 Harbour Esplanade, Docklands VIC 3008

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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

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/...../2026

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/...../2026

Print names(s) of person(s) signing: YANCHAO LIU

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Vendor

Name: YANCHAO LIU
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: Hiways Lawyers
Address: Level 9, 455 Bourke Street, Melbourne VIC 3000
Email: Conveyancing@hiwayslaw.com.au
Tel: 03 9080 3100 Mob: _____ Fax: 03 9077 5876 Ref: 2600378

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 11458 Folio 697	3002	PS 641022P

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: 3002/231 Harbour Esplanade, Docklands VIC 3008

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

All fixtures and fittings of permanent nature as inspected.

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 – Planning

The purchaser buys subject to any restrictions imposed by and to the provisions of the applicable Planning Scheme and any other Town Planning Acts or Scheme.

Special condition 2 – Foreign investment policy

- 2.1 In the event that Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisitions and Takeovers Act 1975.
- 2.2 The purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the vendor suffers as a result of the vendor having relied on this warranty when entering into this Contract including any consequential loss.

Special condition 3 – Property inspection

- 3.1 The Purchaser acknowledges that the property has been purchased as a result of the Purchaser's own inspection and enquiries and the purchaser does not rely on any representation or warranty of any nature made by or on behalf of the vendor or the Vendors Agent.
- 3.2 The purchaser acknowledges and declares that it had sufficient opportunity before signing this Contract to carry out its own investigations and enquiries in relation to the property including but not limited to:-
- 3.2.1 The suitability of the property of any use;
- 3.2.2 Any restrictions imposed on the property and /or its improvements and /or in relation to its use and its improvements;
- 3.2.3 The existence and /or the location of any encumbrances;
- 3.2.4 The location, condition and state of repair, and legal compliance of any buildings, improvements, fixtures and or goods;
- 3.2.5 Whether any buildings, improvements, fixtures and /or goods are constructed over any easements;
- 3.2.6 Whether there are any issues of contamination which may materially diminish the value of the property and /or may affect any use of the property or any neighbouring property.
- 3.3 The Purchaser declares that it accepts and purchases the property in its present condition subject to any defects and strictions and agrees that the vendor is not obliged or required to carry out any work on or to the property except otherwise provided for in this Contract.
- 3.4 The Purchaser acknowledges that in relation to the Swimming Pool or Spa on this land, they may be required at their expense to comply with the provisions of Building Act 1993 and the Building Regulation 1994 and in particular Regulation 5.1 requiring the provisions of barriers to restrict access by some children to the swimming pool or spa within 30 days after the date of settlement.
- 3.5 The Purchaser shall not seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause 3.

Special condition 4 – Section 32 statement

- 4.1 The Purchaser acknowledges that the Section 32 statement was given to the Purchaser before Purchaser signed the Contract; and
- 4.2 By signing this contract, the Purchaser confirms that it has obtained independent advice and/or signed, read and understood the Section 32 statement and satisfied itself about all matters concerning or arising from, noted in or referred to in the Section 32 statement.

Special condition 5 – Exclusion of Representations and Warranties

The Purchaser acknowledges that:

- 5.1 There are no conditions, warranties or other terms affecting the sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or its Agent such as are not made in the conditions of this Contract.

- 5.2 The Vendor makes no warranty as to the availability of any building allowances or depreciation under the Income Tax Assessment Act 1936 or otherwise. The Purchaser acknowledges that the Purchaser relies on its own independent enquiries.
- 5.3 Without limiting the generality of Special Condition 4.1, the Purchaser is not entitled to make any objection requisition or claim for compensation in respect of the state of repair and condition of any building on the Land sold or any items located within such building.

Special condition 6 – Loan Approval

- 6.1 The wordings of “written evidence of rejection or non-approval of the loan” in General Condition 20.2 refer strictly to the written evidence of rejection or non-approval of loan from the lender only (“Written Evidence”).
- 6.2 The parties further agree that the said Written Evidence must consist of the minimum contents to be qualified as a valid termination:
- (a) the proposed loan amount;
 - (b) the date of loan application is made;
 - (c) the reason of rejection or non-approval of loan.
- 6.3 General Condition 20.2(c) is amended by deleting the words “, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor”.

Special condition 7 – Land Tax and Windfall Gains Tax

- 7.1 From 1 January 2024, vendors are prohibited from passing on the following to purchasers:
- (a) Land tax under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (adjusted annually based on the Consumer Price Index, rounded to the nearest \$100,000).
 - (b) Windfall gains tax under a contract of sale of land or option agreement entered into on or after 1 January 2024, where the liability has been assessed in a notice of assessment at the time of entering into a contract of sale of land or option agreement. This prohibition does not apply to a contract of sale of land entered into pursuant to the exercise of an option granted before 1 January 2024.
- 7.2 General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Special condition 8 – Guarantee

- 8.1 Where the Purchaser or the Substitute Purchaser is a corporation (except a corporation listed on an Australian Stock Exchange Ltd) the Purchaser or the Substitute Purchaser shall within three (3) days from the Day of Sale or at the same time as making the nomination (as the case may be) procure the execution of a Guarantee in the form annexed by all the directors of the Purchaser or the Substitute Purchaser and deliver it to the Vendor's Legal Practitioner.
- 8.2 If the Purchaser or the Substitute Purchaser fails to deliver a Guarantee in accordance with Special Condition 8.1 and or any person required to execute the Guarantee fails to do so within the prescribed time, the Vendor may exercise its remedies upon default by written notice to the Purchaser and the Substitute Purchaser.

Special condition 9 – Deposit Payment

If the Purchaser fails to pay the Deposit by the date specified in the Particulars of Sale, then without prejudice to the Vendor's other rights and remedies, the Vendor may at any time after the date fixed for payment of the Deposit and before the Purchaser has remedied its default, end this Contract by notice to the Purchaser.

Special condition 10 – Unequal Interest

- 10.1 If there is more than one purchaser it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (“the proportions”).
- 10.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 10.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 10.4 This Special Condition will not merge on completion.

Special condition 11 – Default by Purchaser

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

- 11.1 The cost of obtaining bridging finance to complete the Vendor's purchase of another Property, and interest charged on such bridging finance.
- 11.2 Interest payable by the Vendor under any existing Mortgage over the Property calculated from the due date for settlement.
- 11.3 Accommodation expenses necessarily incurred by the Vendor.
- 11.4 Legal costs and expenses as between Solicitor and own Client.
- 11.5 Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another Property.
- 11.6 If, as a result of the Purchasers failure to settle this Contract as required before 31 December in any one year, settlement takes place the following year and Land Tax is assessed for that following year against the Vendor, the Purchaser must be responsible for the total full amount of Land Tax assessed against the property on proportional basis regardless of the Vendors other land holdings. This reimbursement for the purchaser's default will not be treated as land tax adjustment, but as remedy for the Vendor's loss incurred by the purchasers default.

Special condition 12 – Amendment to General Conditions

- 12.1 General Condition 33 is amended by substituting the word “6%” in lieu of “2%”.
- 12.2 General condition 21.2(a) is amended by substituting the words “designates it as a major structural building defect” in lieu of “designates it as a major building defect”.
- 12.3 General Conditions 12, 23.2(b), 30, 31.4, 31.5 and 31.6 shall not apply to this Contract.

Special condition 13 – Delivery of Statement of Adjustments.

The Purchaser's legal representative must deliver a statement of adjustments together with copies of any supporting certificates or statements in preparation of the statement of adjustments to the Vendor's legal representative no later than 5 Business Days before the Settlement Date. Failing to do so will incur a fee payable at settlement by the Purchaser in the sum of \$220 to the Vendor's legal representative.

Special condition 14 – Contract Variations

- 14.1 The Purchaser acknowledges and agrees that once the Contract has been fully signed by the parties, the Vendor's legal representative will have entered all key dates into their practice management system, taken note of essential terms negotiated by the parties and allocated appropriate resources to ensure that this Contract settles on time.
- 14.2 If the Purchaser requests for any variation to the Contract after signing, the Purchaser agrees to pay the Vendor's legal representative on settlement by way of adjustment a cost of \$220 for every variation, including for any extensions of key dates and rescheduling of settlement, with or without defaulting under the Contract.

Special condition 15 – Auction

If the property is offered for sale by public auction, subject to the vendor's reserve price, then the rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

Special condition 16 – Severability

In the event of any part of this Contract being or becoming void or unenforceable or being illegal then that part shall be severed from this Contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

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

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

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

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

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

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 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 the Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.

- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

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

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

19. GST

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

- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

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

It is possible that a vendor may choose to have additional conditions apply at the auction.

This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids any of the following—

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

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

Who made the bid?

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

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder

from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

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

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

What law applies

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

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

GUARANTEE and INDEMNITY

I/We, of

and..... of

being the **Sole Director / Directors** of of

..... (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: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of
the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions
under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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 2024

SIGNED by the said
Print Name:

)
)
)

.....

Director (Sign)

in the presence of:

)
)
)

Witness:

.....

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	3002/231 HARBOUR ESPLANADE, DOCKLANDS VIC 3008
------	--

Vendor's name	YANCHAO LIU	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)

☒ Attached is a certificate with the required specified information.

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

NIL	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Attached is a certificate with the required specified information.

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

Not Applicable

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 11458 FOLIO 697

Security no : 124136055189D
Produced 30/06/2026 11:47 AM

LAND DESCRIPTION

Lot 3002 on Plan of Subdivision 641022P.
PARENT TITLE Volume 11450 Folio 503
Created by instrument PS641022P Stage 3 21/11/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
YANCHAO LIU of APARTMENT 3002 THE QUAYS 231-245 HARBOUR ESPLANADE DOCKLANDS
VIC 3008
AK801309U 21/12/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM301061B 04/11/2015
NATIONAL AUSTRALIA BANK LTD

COVENANT PS641022P 21/11/2013

CAVEAT AY621297E 22/11/2024

Caveator
JUNJIE FU
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
01/07/2024
Estate or Interest
INTEREST AS CHARGE
Prohibition
ABSOLUTELY
Lodged by
BLUE K LAWYERS
Notices to
FEI XUE of "WESTFIELD DONCASTER" SUITE 8005 619 DONCASTER ROAD DONCASTER VIC

3108

CAVEAT AY903079U 24/02/2025

Caveator

SILVERCHEF RENTALS PTY LTD ACN: 112241522

Grounds of Claim

CHARGE CONTAINED IN AN AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date

31/07/2023

Estate or Interest

INTEREST AS CHARGE

Prohibition

ABSOLUTELY

Lodged by

SLF LAWYERS

Notices to

SLF LAWYERS of LEVEL 10 114 WILLIAM STREET MELBOURNE VIC 3000

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

DIAGRAM LOCATION

SEE PS641022P 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 3002 LEVEL 30 231 HARBOUR ESPLANADE DOCKLANDS VIC 3008

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD

Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS641022P

OWNERS CORPORATION 3 PLAN NO. PS641022P

DOCUMENT END

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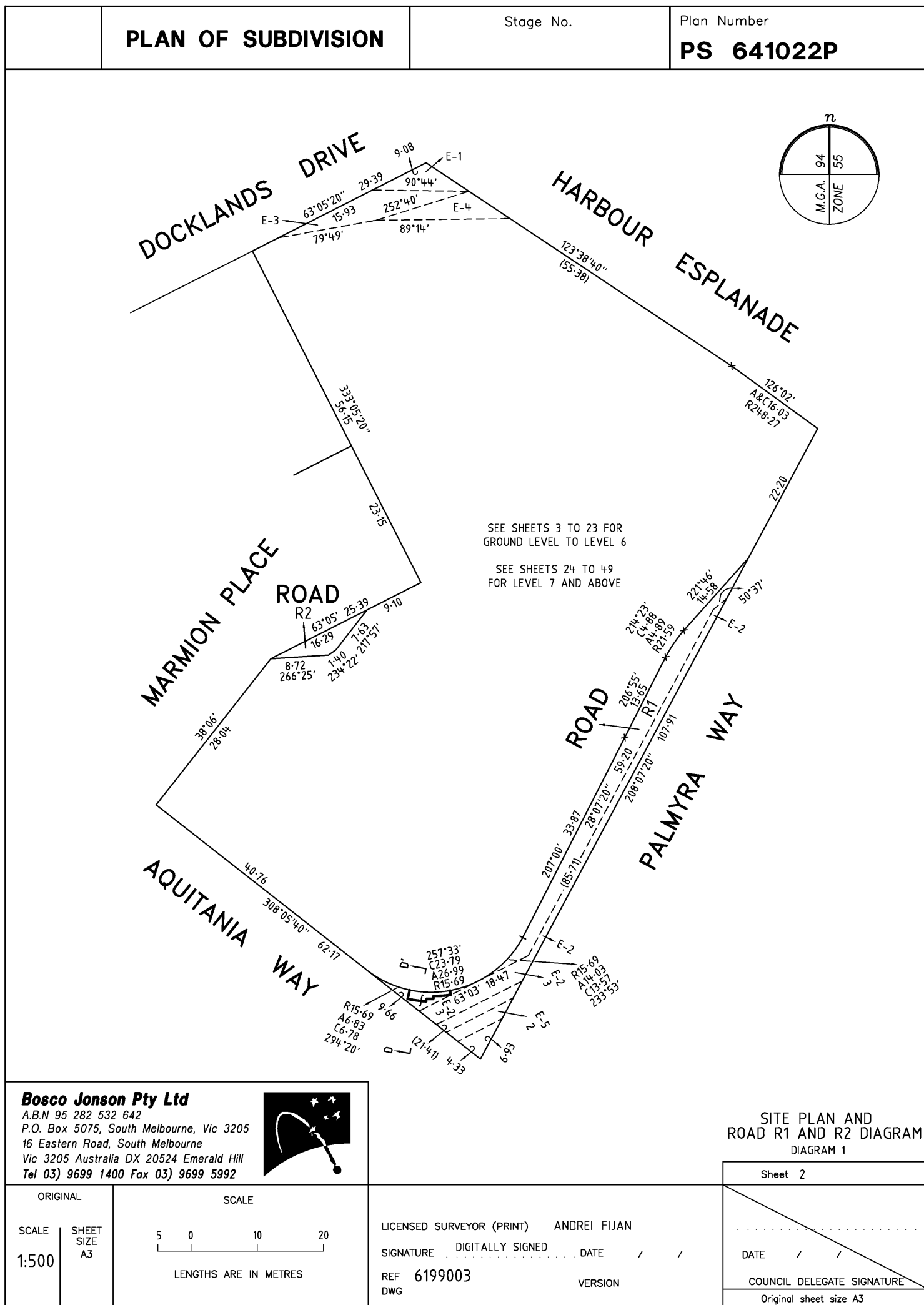
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Document Identification	PS641022P
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PLAN OF SUBDIVISION		Stage No.	LR use only EDITION 5	Plan Number PS 641022P	
Location of Land Parish: MELBOURNE NORTH Township: — Section: 98 Crown Allotment: 3F PART Crown Portion: — Title Reference: VOL 11194 FOL 980 Last Plan Reference: LOT 1B ON PS623403D Postal Address: 349-351 DOCKLANDS DRIVE, 231-245 HARBOUR ESPLANADE, 16-32 AQUITANIA WAY & 2-14 PALMYRA WAY, DOCKLANDS, 3008 MGA Co-ordinates E 318950 Zone: 55 (of approx. centre of land in plan) N 5812900		Council Certification and Endorsement Council Name: CITY OF MELBOURNE Ref: 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 / /			
Vesting of Roads and/or Reserves					
Identifier	Council/Body/Person				
ROAD R1	MELBOURNE CITY COUNCIL				
ROAD R2	MELBOURNE CITY COUNCIL				
LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS. —+— DENOTES TANGENT POINT —x— DENOTES NON-TANGENTIAL POINT ===== DENOTES STRUCTURE (NON BOUNDARY) T - TERRACE B - BALCONY P - PROJECTION 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.5 - COMMON PROPERTY No.5 THIS IS A SPEAR PLAN		Notations Staging This is/is not a staged subdivision Planning Permit No. Depth Limitation 100 METRES BELOW THE SURFACE BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS INTERIOR FACE: ALL BOUNDARIES COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS & CP No.2, CP No.3, CP No.5 AND INCLUDES THE BUILDING STRUCTURE DEFINING BOUNDARIES ALL COLUMNS, SLABS, BEAMS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THIS PLAN (EXCEPT FOR WITHIN STAGED LOTS) 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) PM 365 In Proclaimed Survey Area No. —			
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)		LR use only	
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	
E-1	TRANSMISSION OF POWER	SEE DIAG.	PS431463D	POWERCOR AUSTRALIA LTD.	
E-1	TRANSMISSION OF POWER	SEE DIAG.	PS623403D	CITIPower PTY.	
E-1	TRANSMISSION OF GAS	SEE DIAG.	PS431463D	STRATUS NETWORKS	
E-1	SEWERAGE	SEE DIAG.	PS501813P	CITY WEST WATER LTD.	
E-1	TRANSMISSION OF TELECOMMUNICATIONS	SEE DIAG.	PS511420D	LOTS ON PS511420D	
E-2	WATER SUPPLY	SEE DIAG.	PS511420D	CITY WEST WATER LTD.	
E-3	SEWERAGE	SEE DIAG.	PS501813P	CITY WEST WATER LTD.	
E-3	TRANSMISSION OF TELECOMMUNICATIONS	SEE DIAG.	PS511420D	LOTS ON PS511420D	
E-4	TRANSMISSION OF TELECOMMUNICATIONS	SEE DIAG.	PS511420D	LOTS ON PS511420D	
E-5	SEWERAGE	2m	PS623403D	CITY WEST WATER LTD.	
Sheet 1 of 56 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 6199003 VERSION DWG			Statement of Compliance/ Exemption Statement Received ☒ Date 20/08/2013 THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3



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 Vic 3205 Australia DX 20524 Emerald Hill
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SITE PLAN AND ROAD R1 AND R2 DIAGRAM DIAGRAM 1

Sheet 2

ORIGINAL

SCALE

SCALE

1:500

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6199003

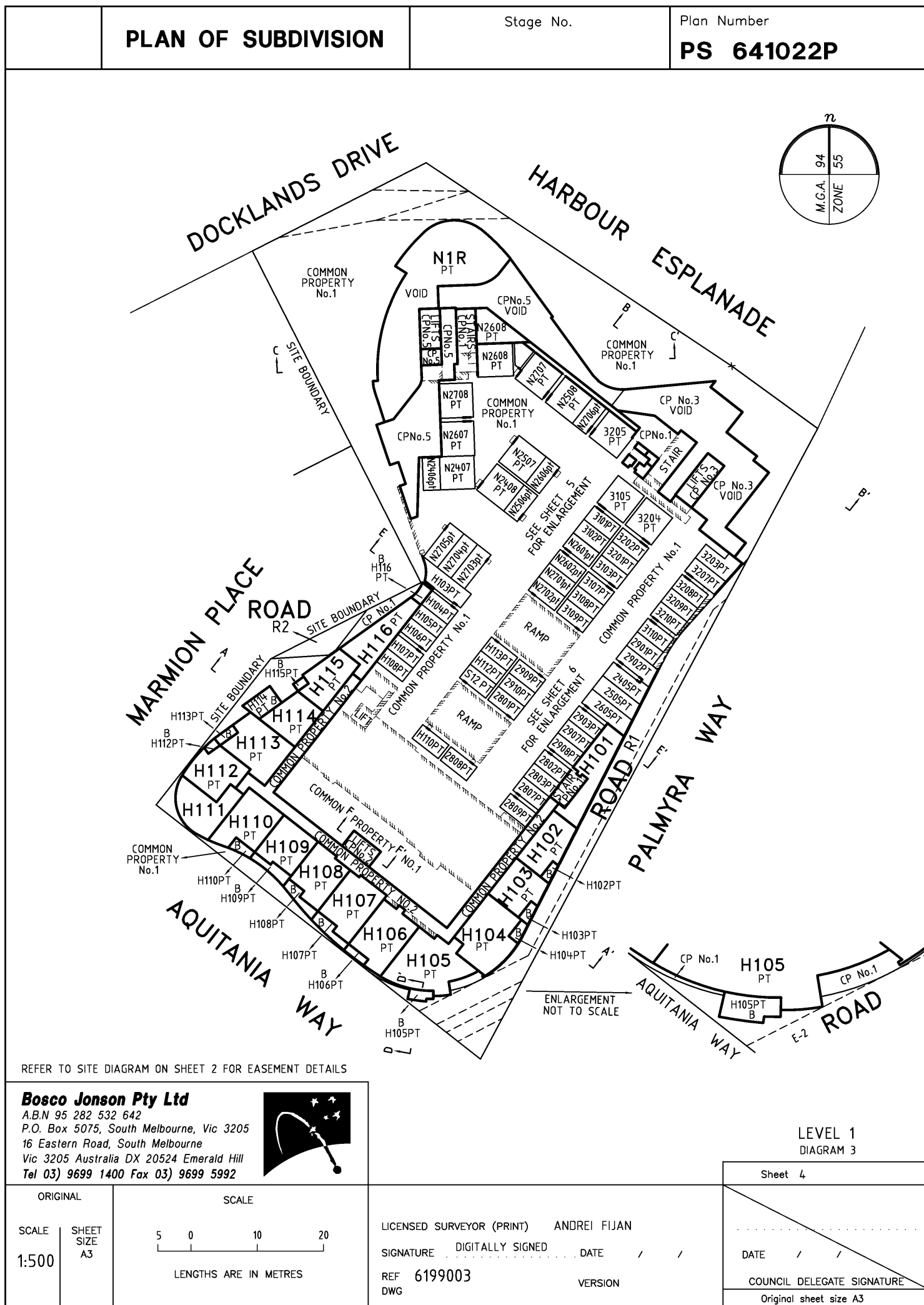
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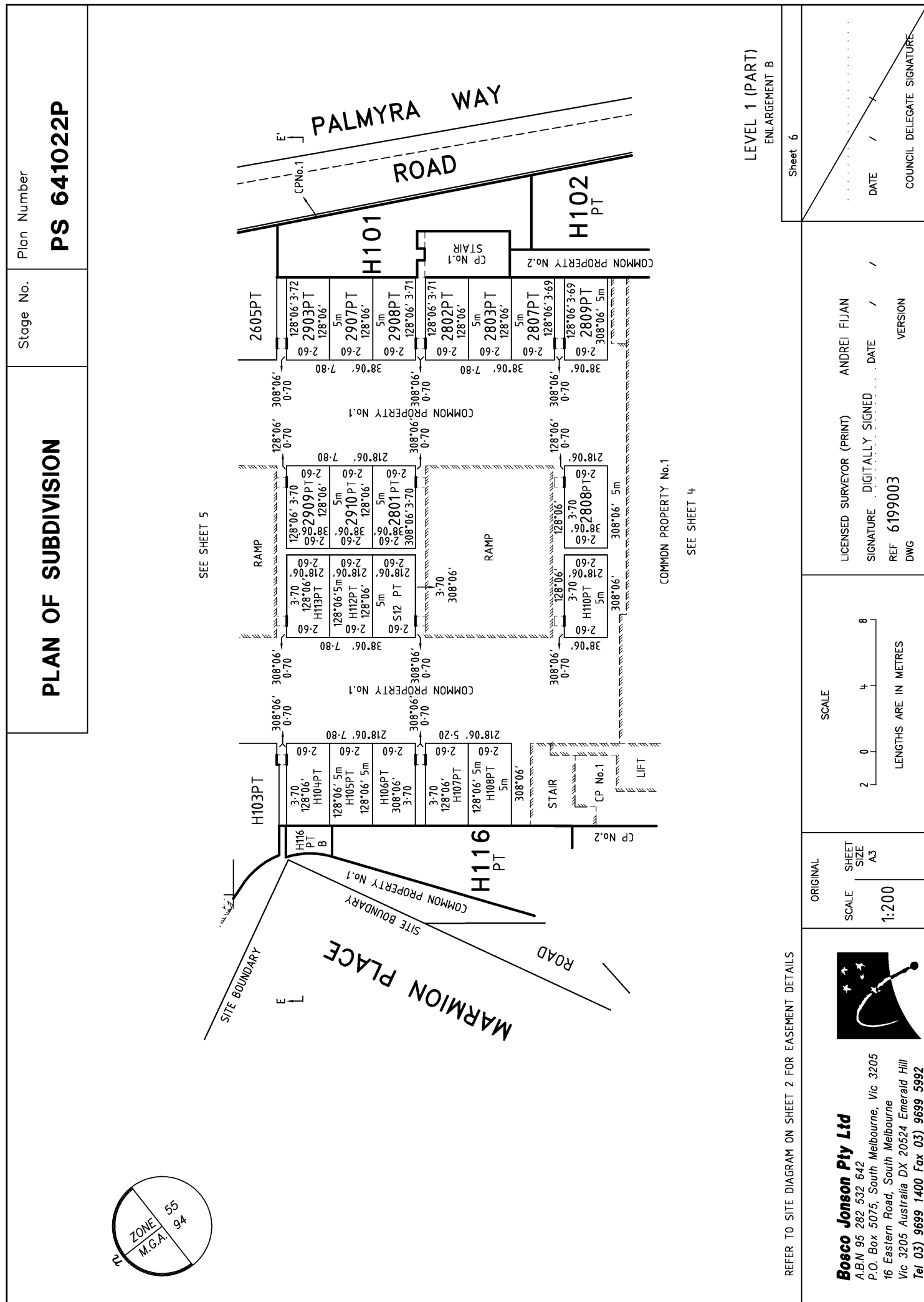
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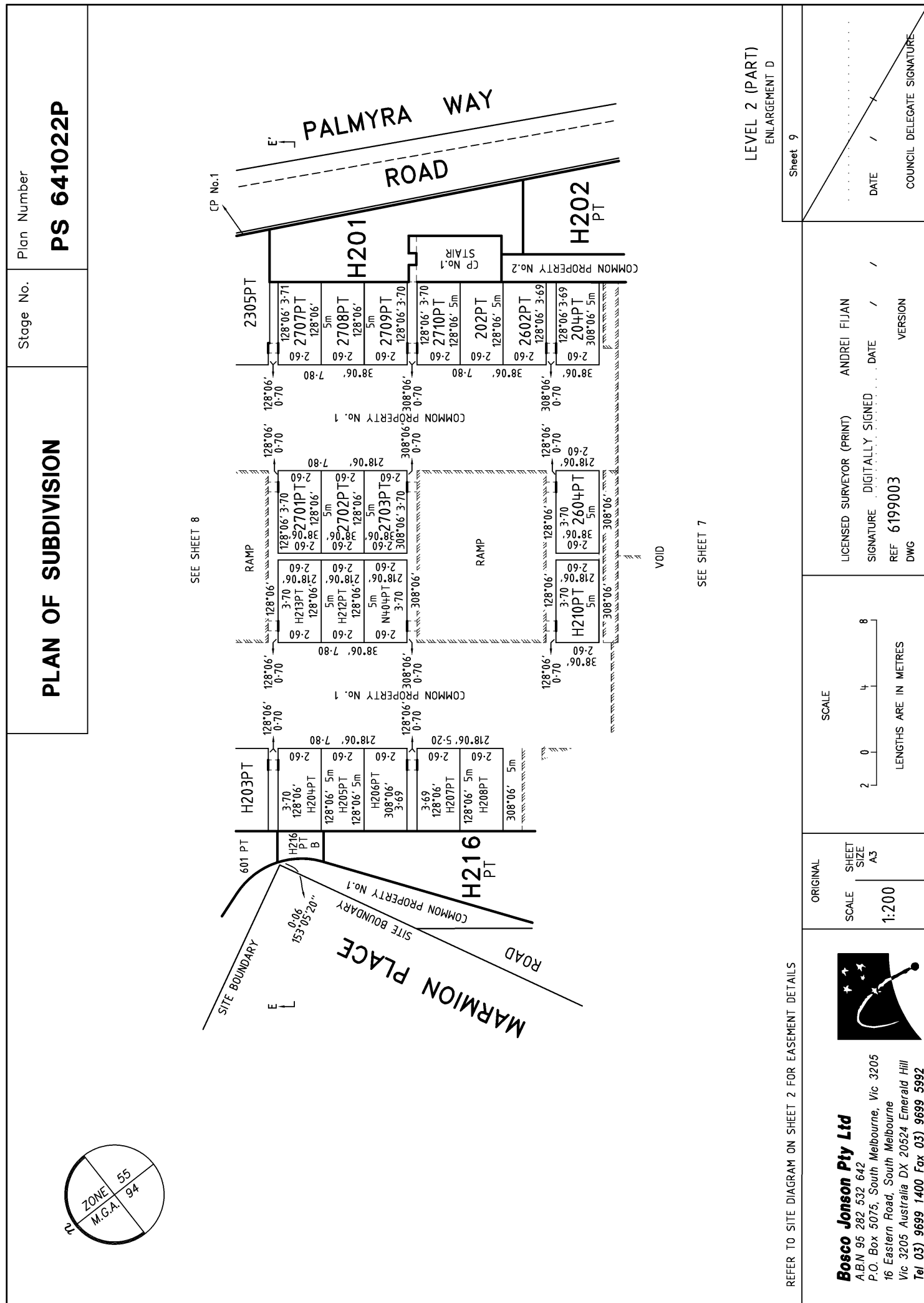
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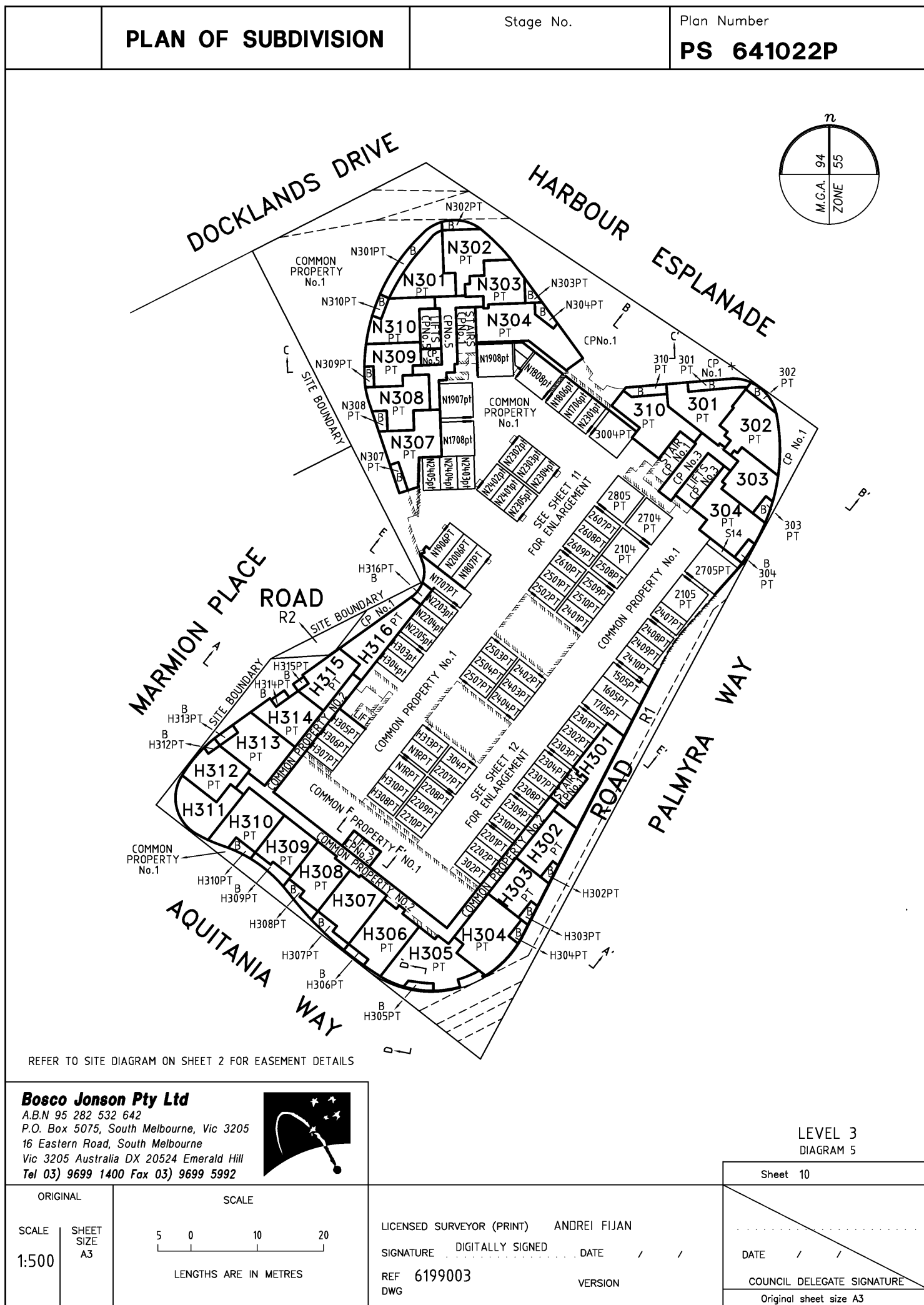
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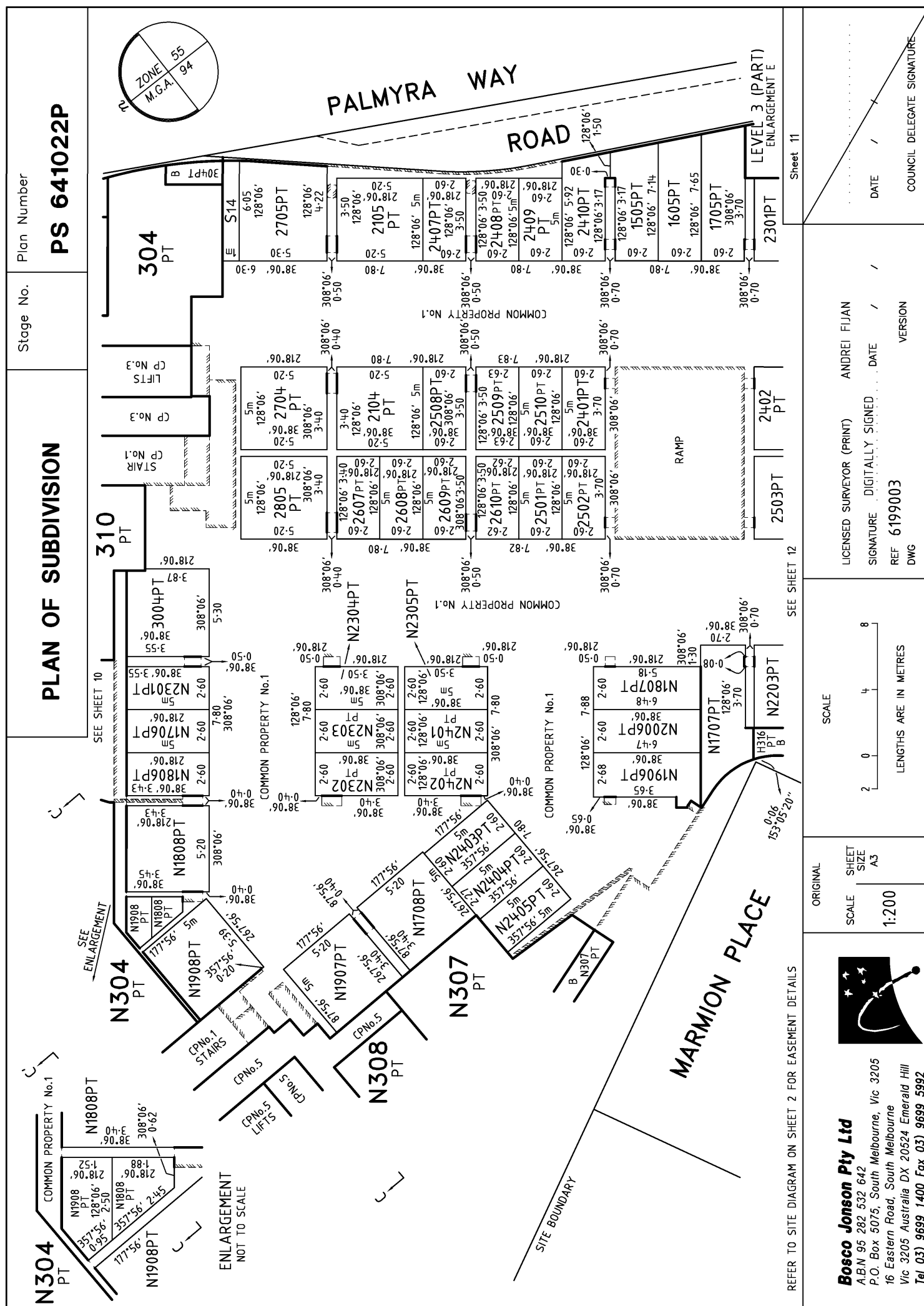
Original sheet size A3

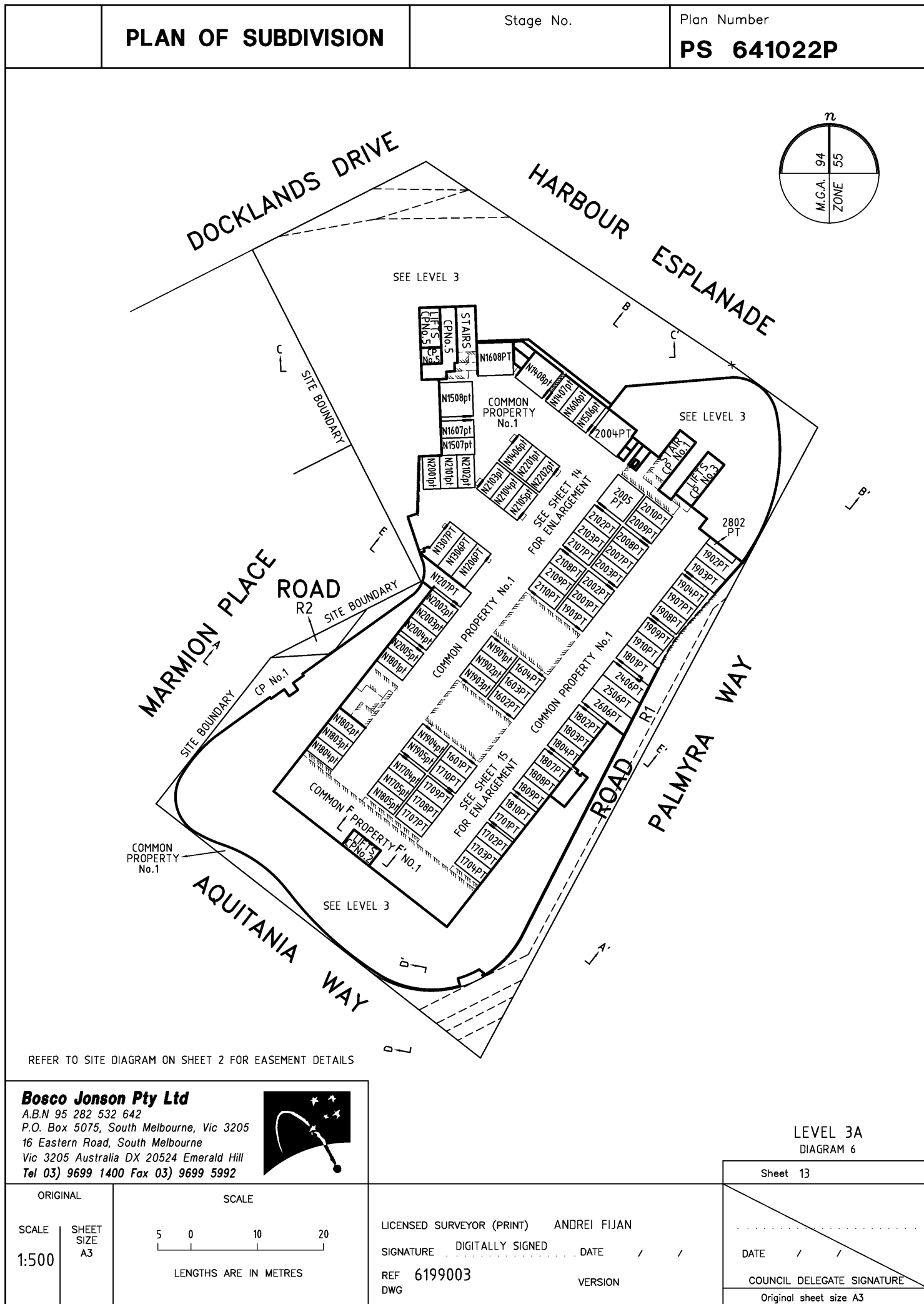




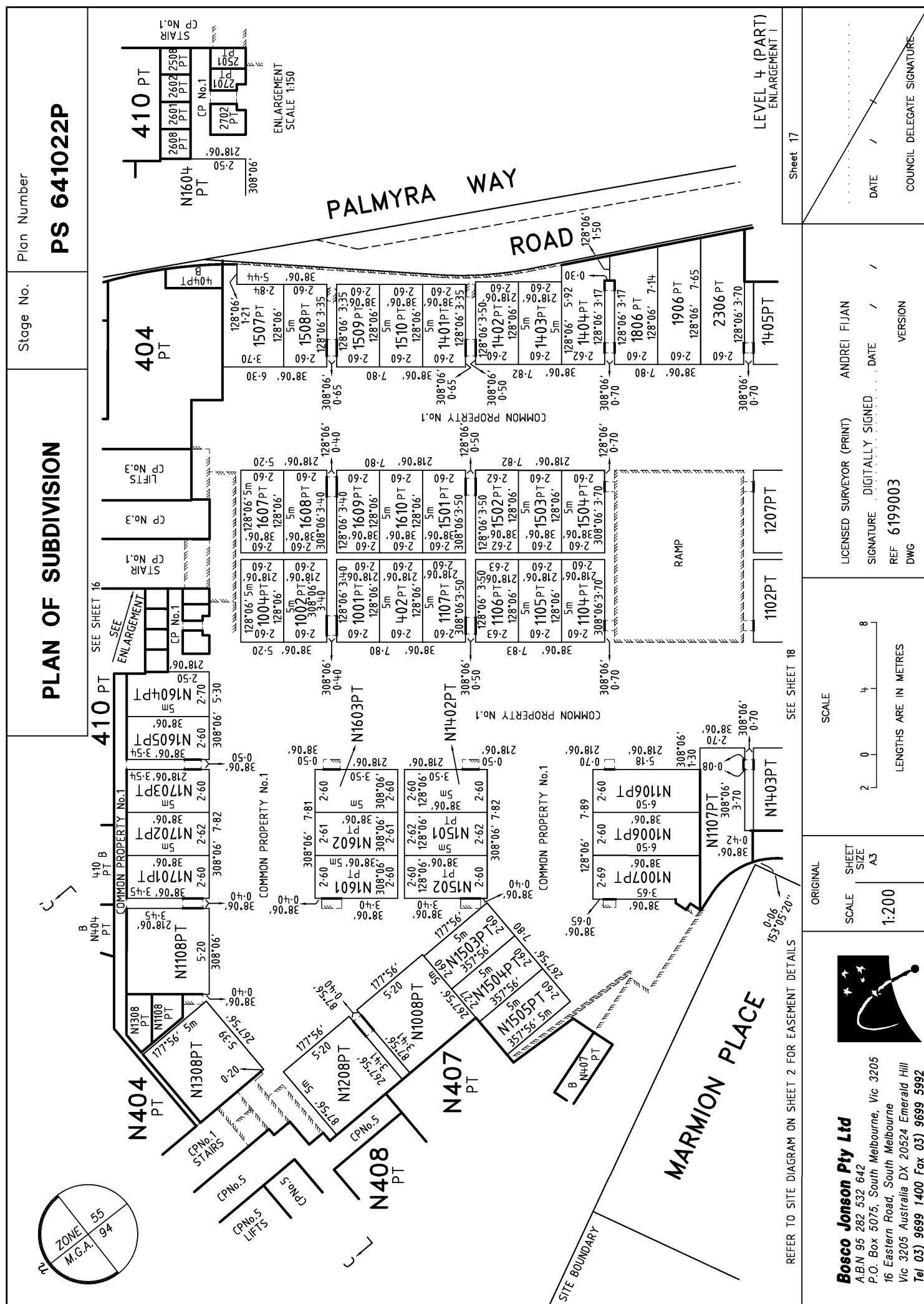




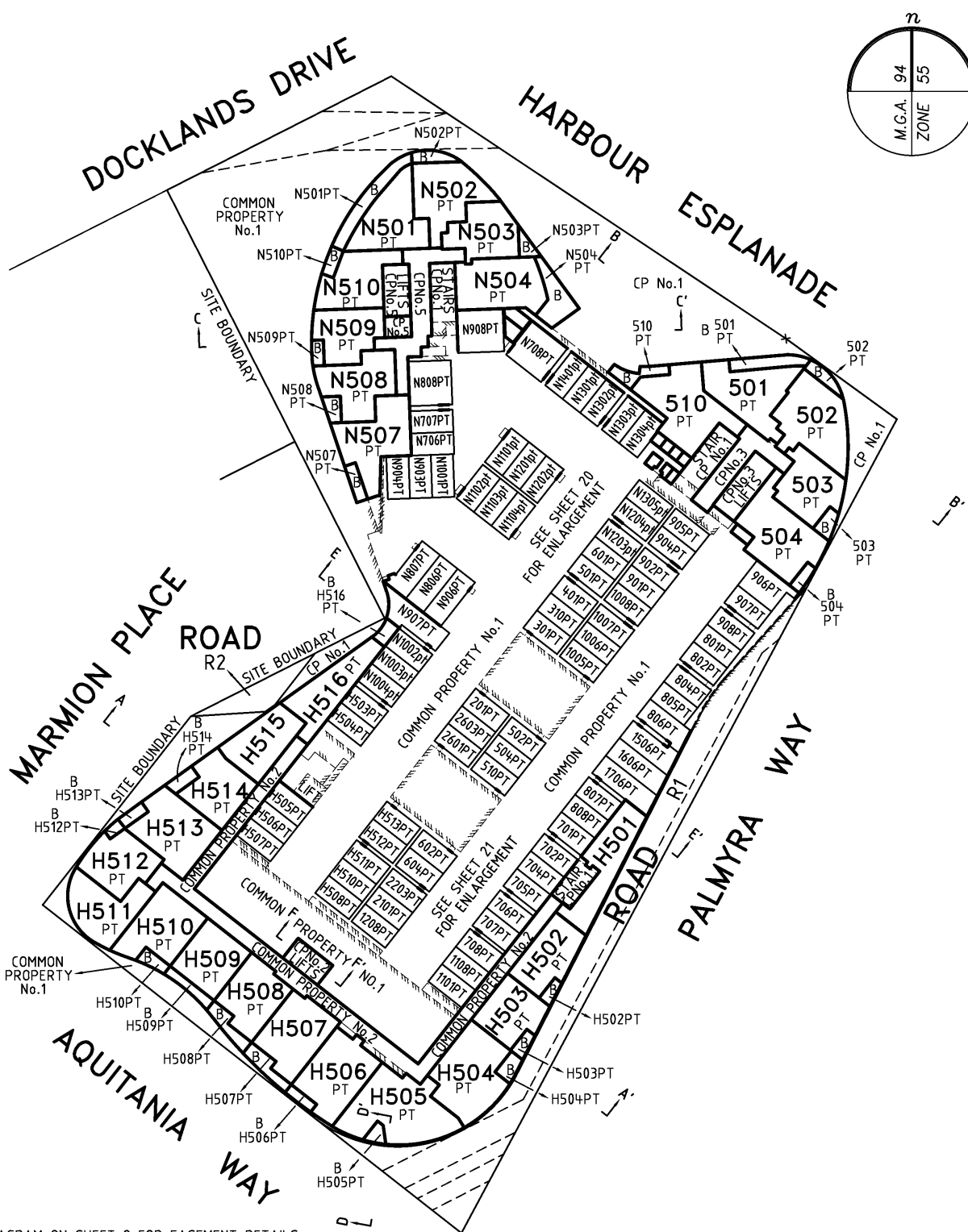




Original sheet size A3



PLAN OF SUBDIVISION	Stage No.	Plan Number PS 641022P
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REFER TO SITE DIAGRAM ON SHEET 2 FOR EASEMENT DETAILS

Bosco Jonson Pty Ltd

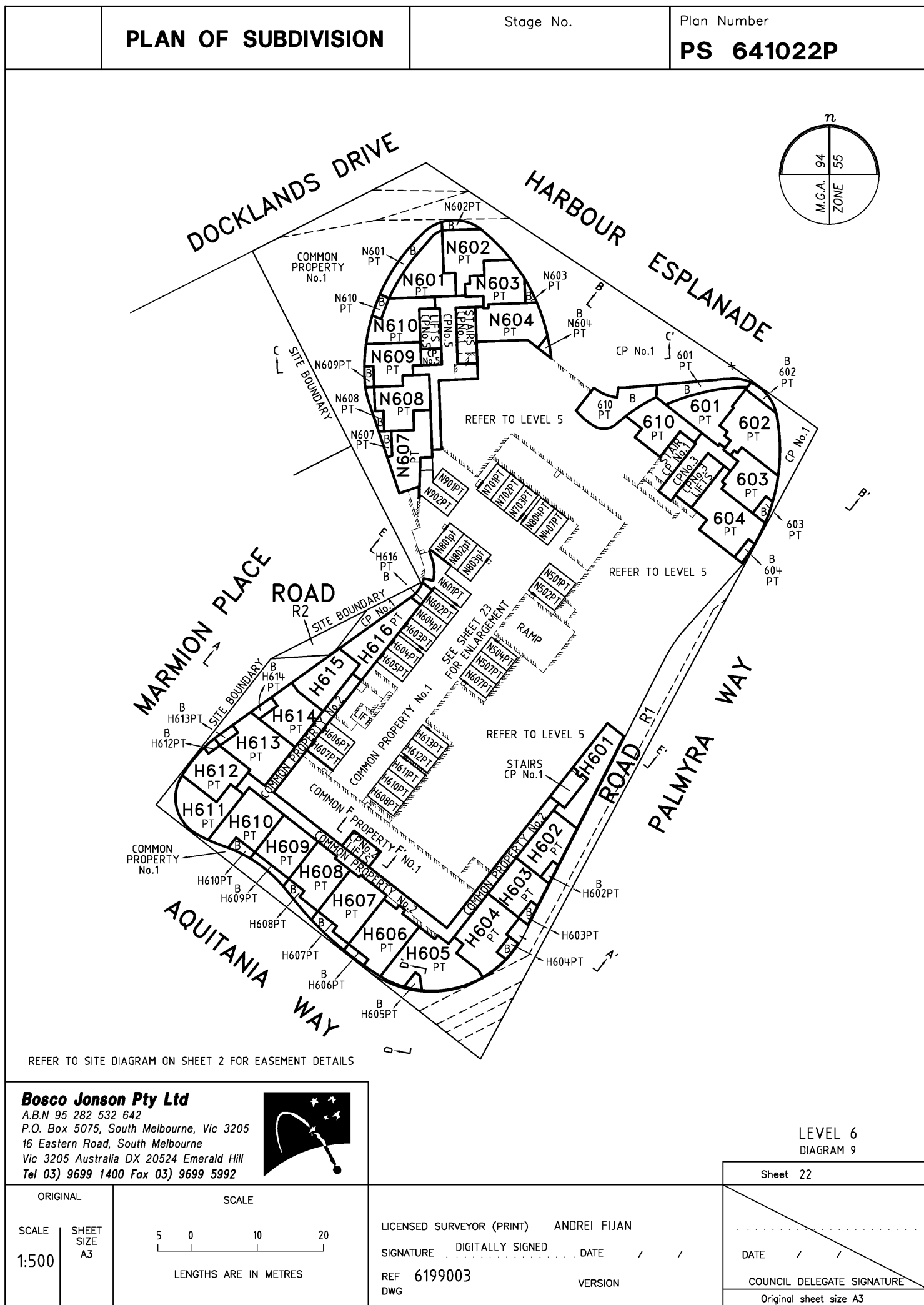
A.B.N 95 282 532 642
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16 Eastern Road, South Melbourne
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LEVEL 5
DIAGRAM 8

Sheet 19

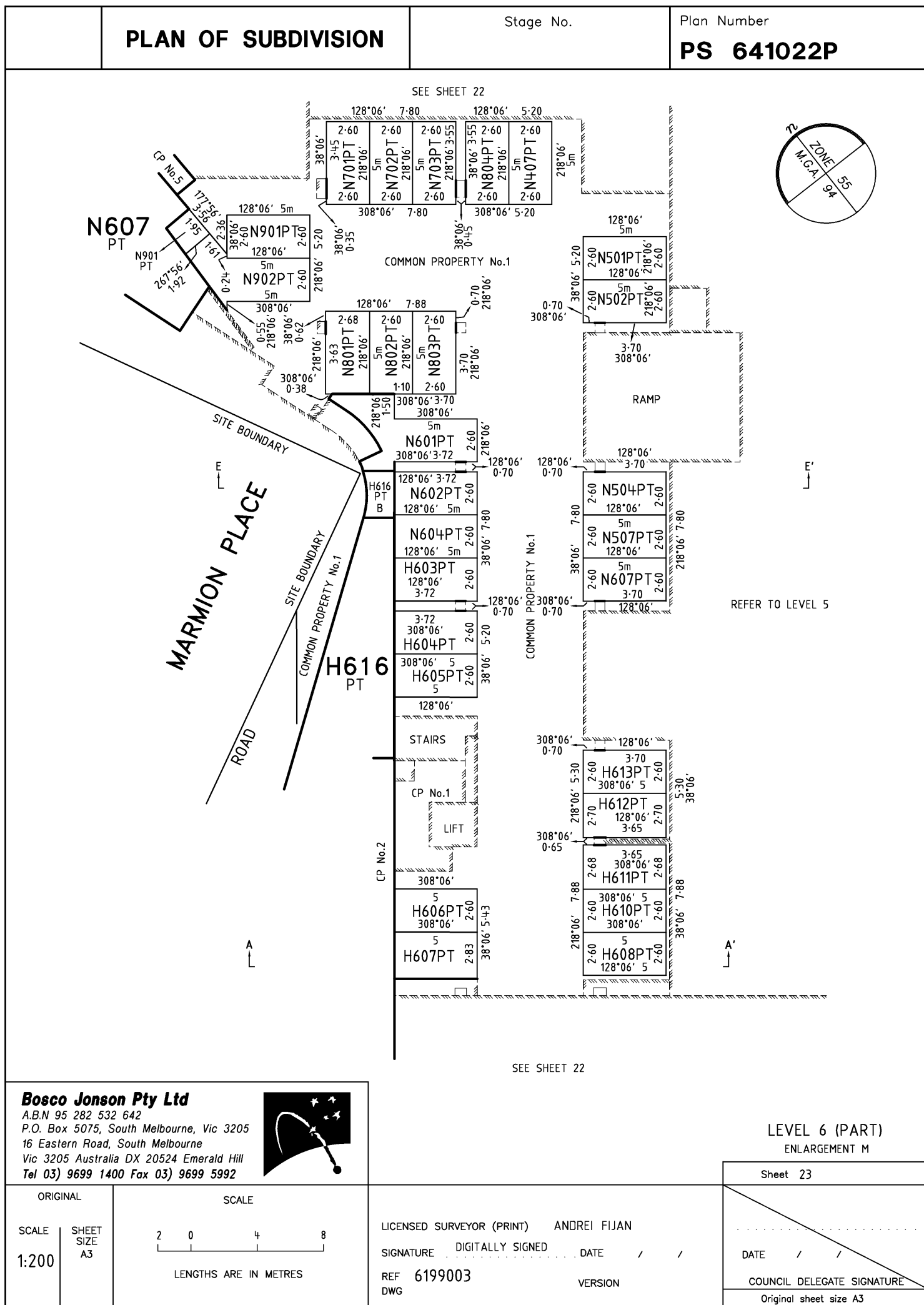
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LEVEL 6
DIAGRAM 9



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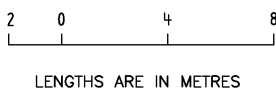


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 SIZE
 A3



LICENSED SURVEYOR (PRINT) ANDREI FIJAN

SIGNATURE DIGITALLY SIGNED DATE / /

REF 6199003
 DWG

VERSION

LEVEL 6 (PART)
 ENLARGEMENT M

Sheet 23

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

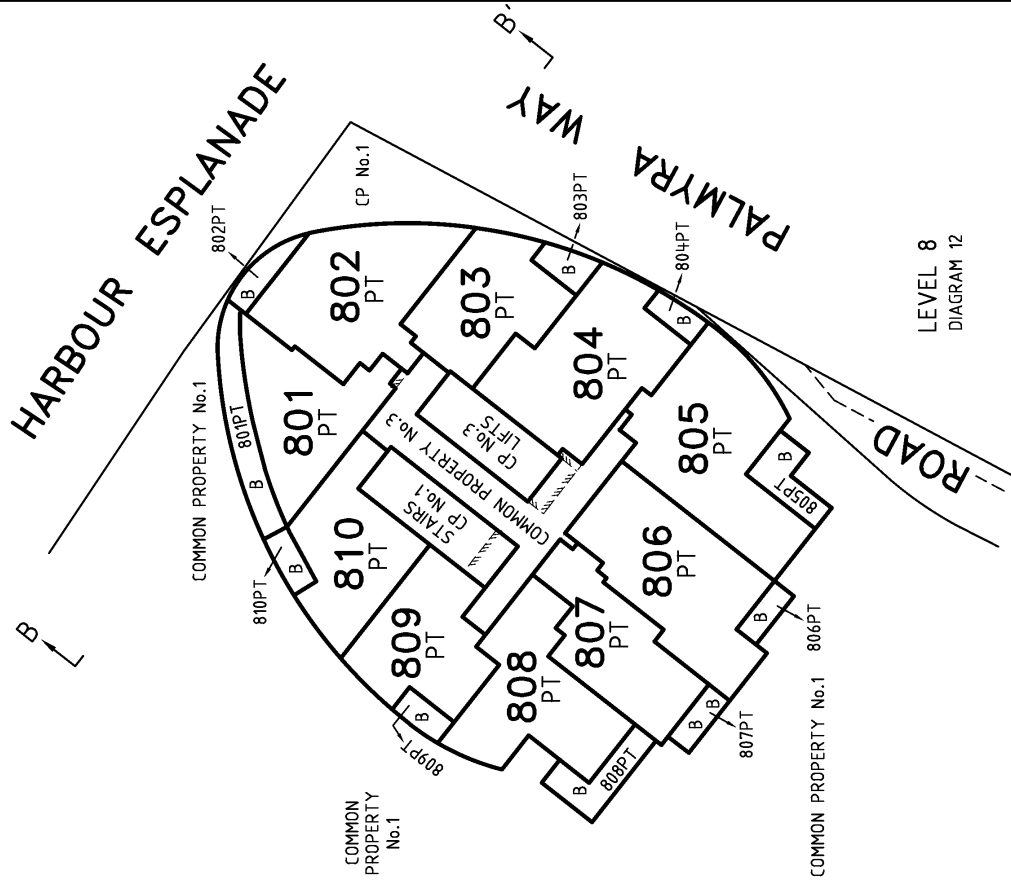
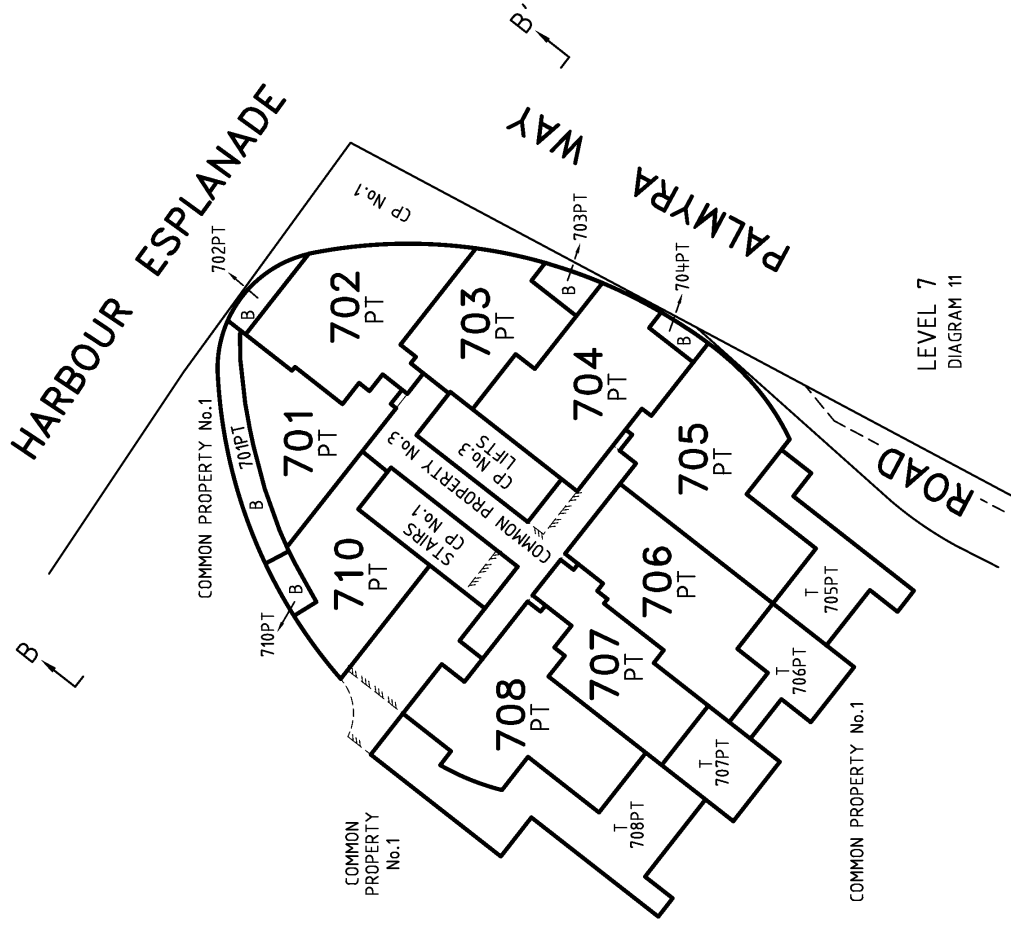
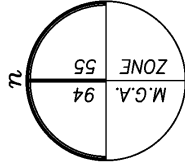
Original sheet size A3

PLAN OF SUBDIVISION

Stage No.	Plan Number
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Plan Number

PS 641022P



Sheet 25

ORIGINAL

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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

SIGNATURE

REF 6199003

DWG

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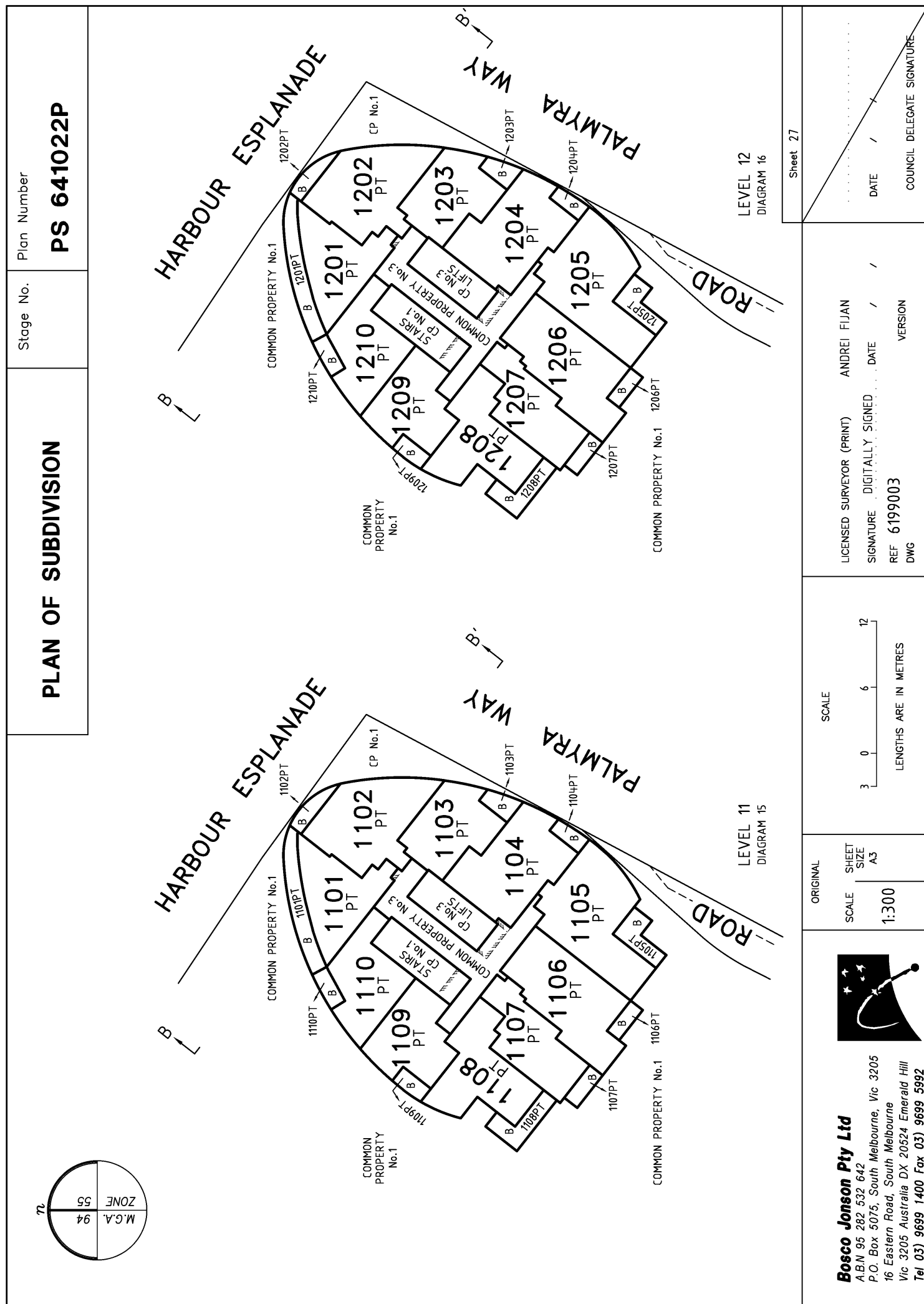
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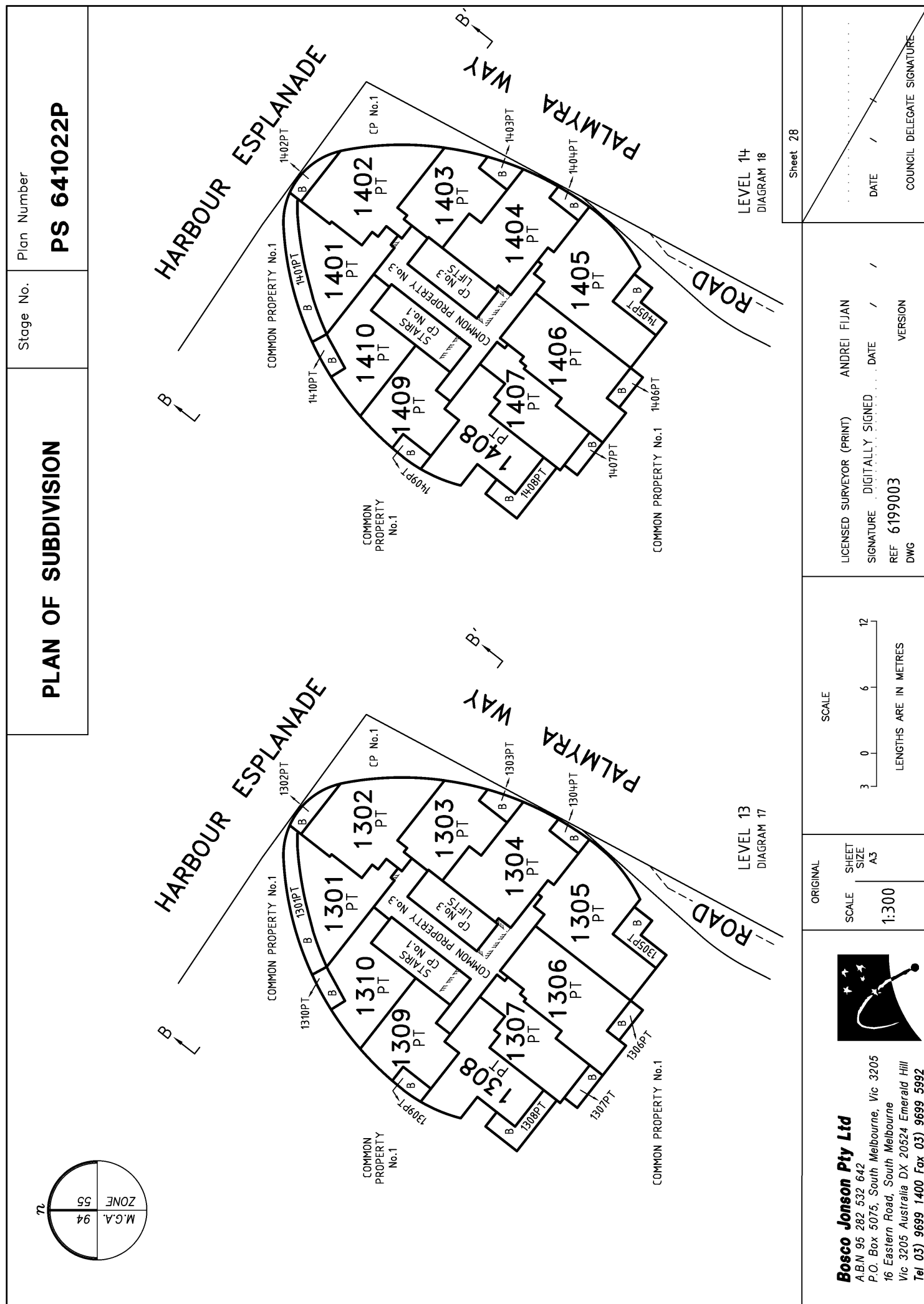
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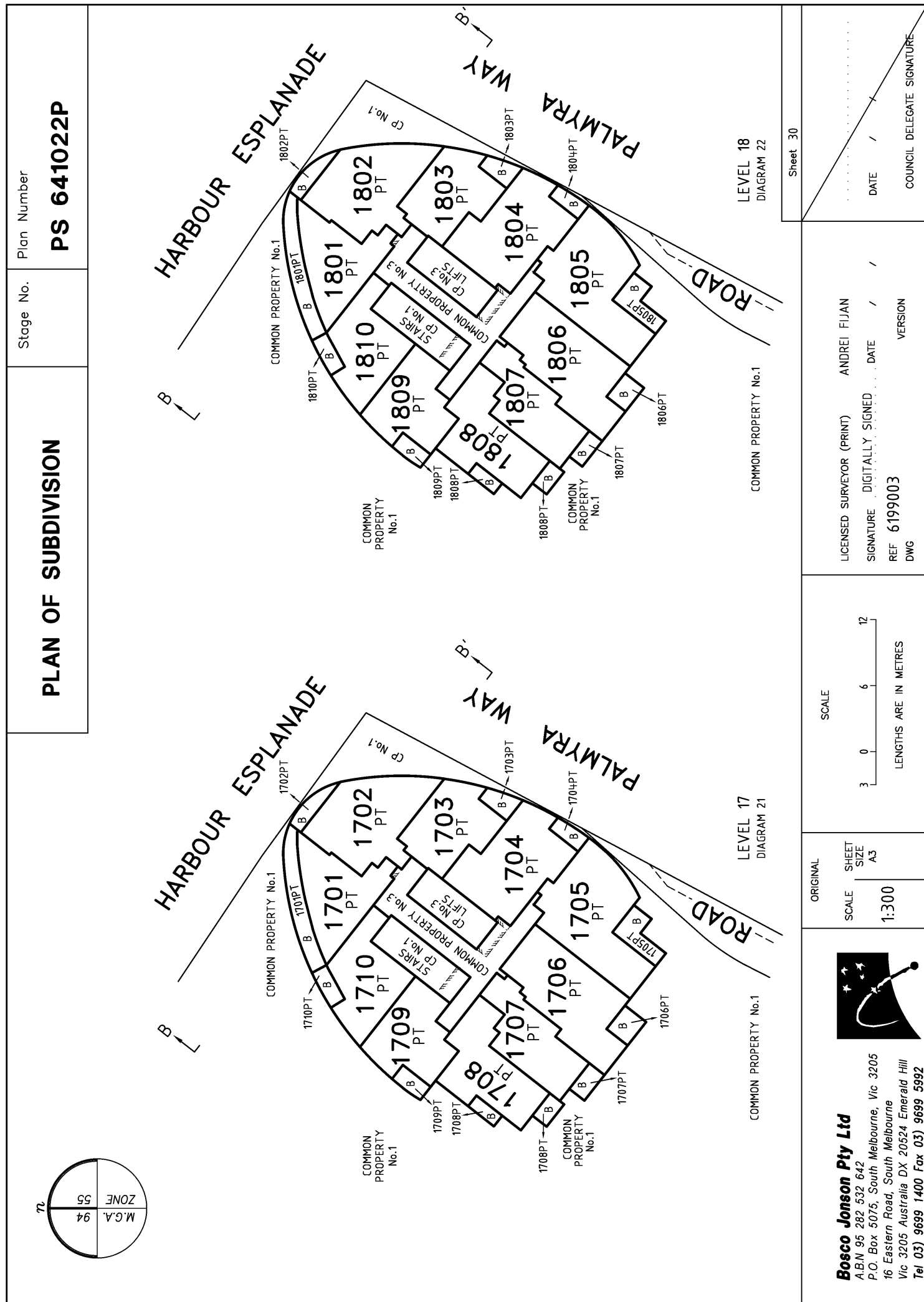
P.O. Box 5075, South Melbourne, W

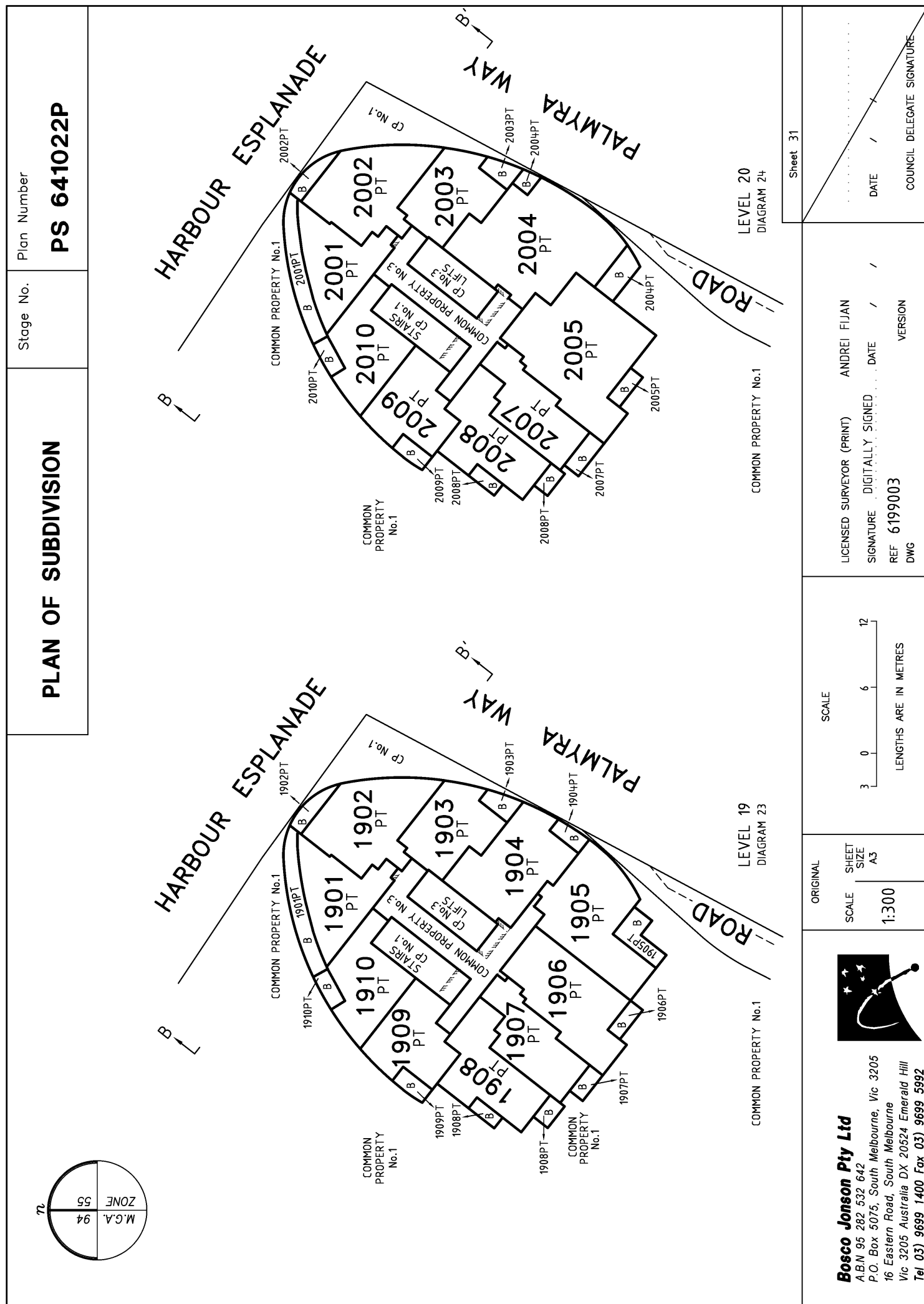
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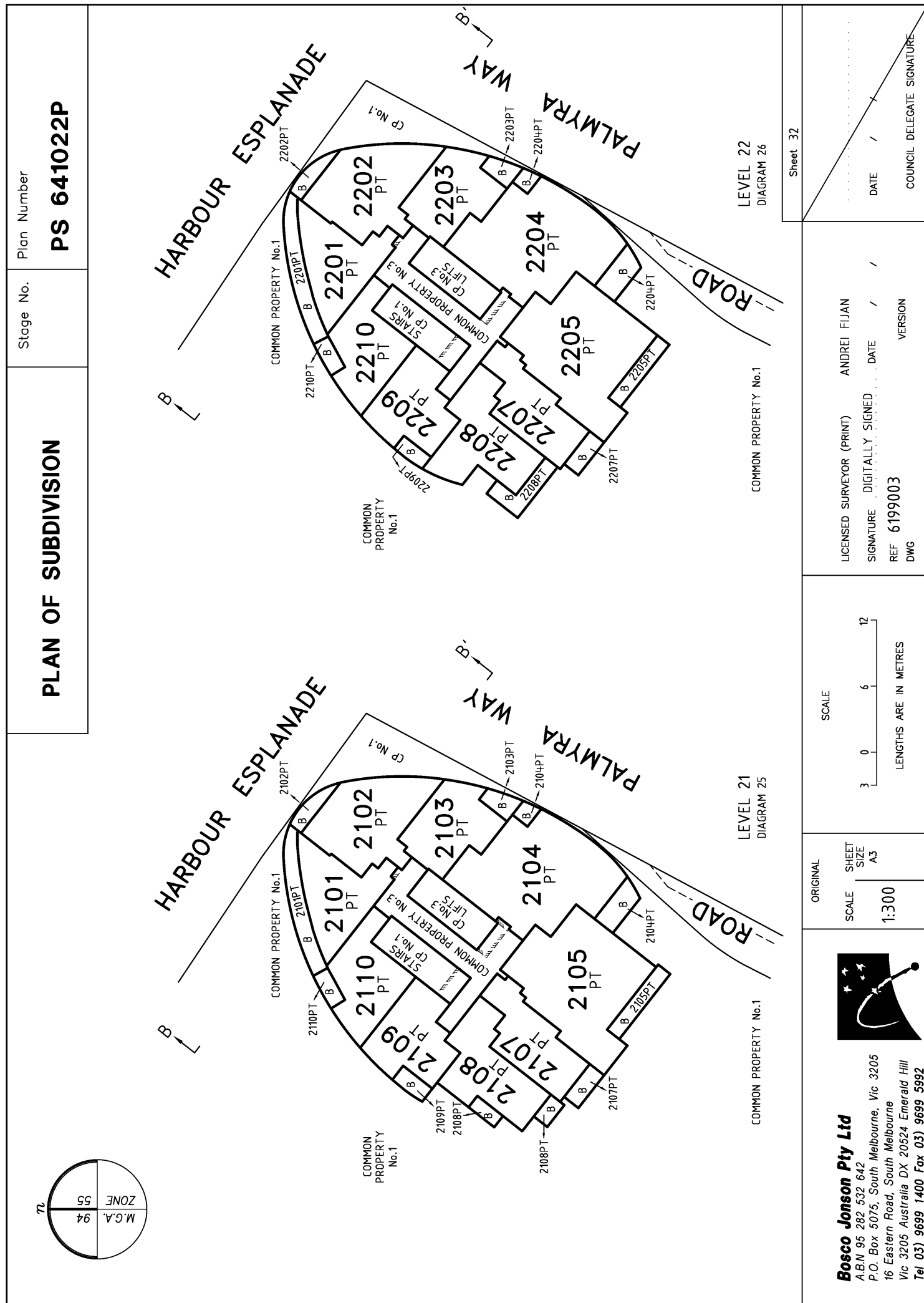
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

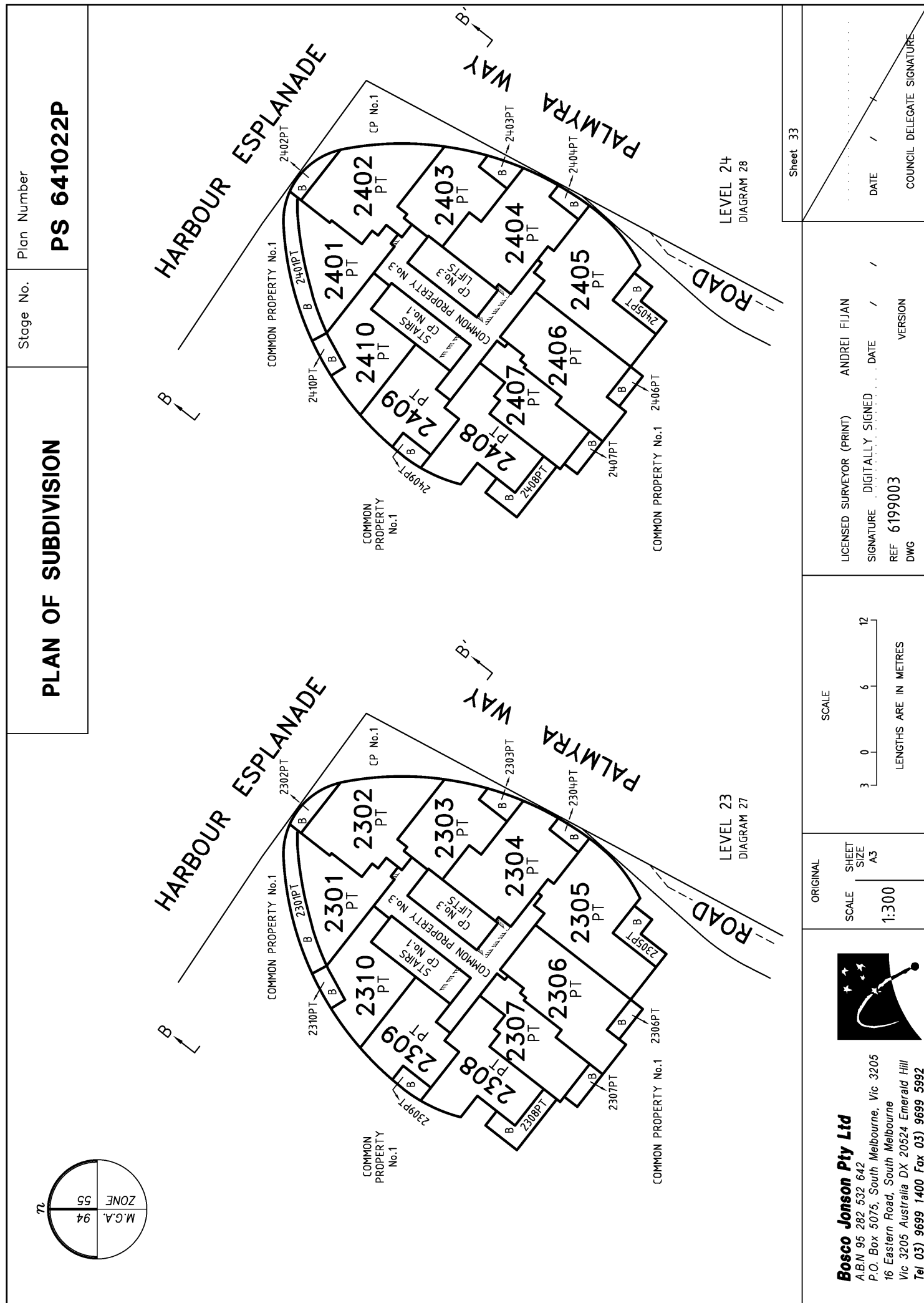


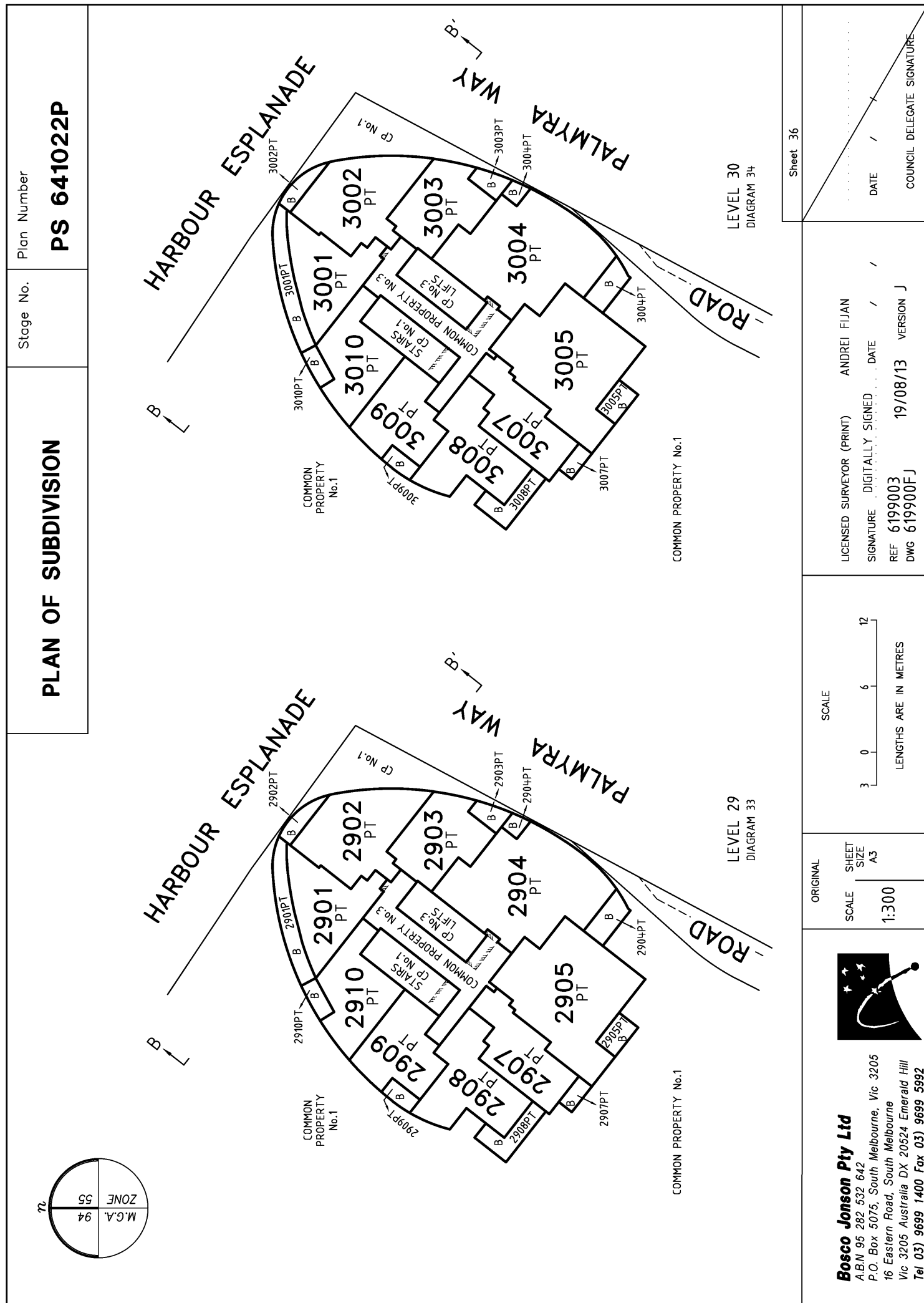










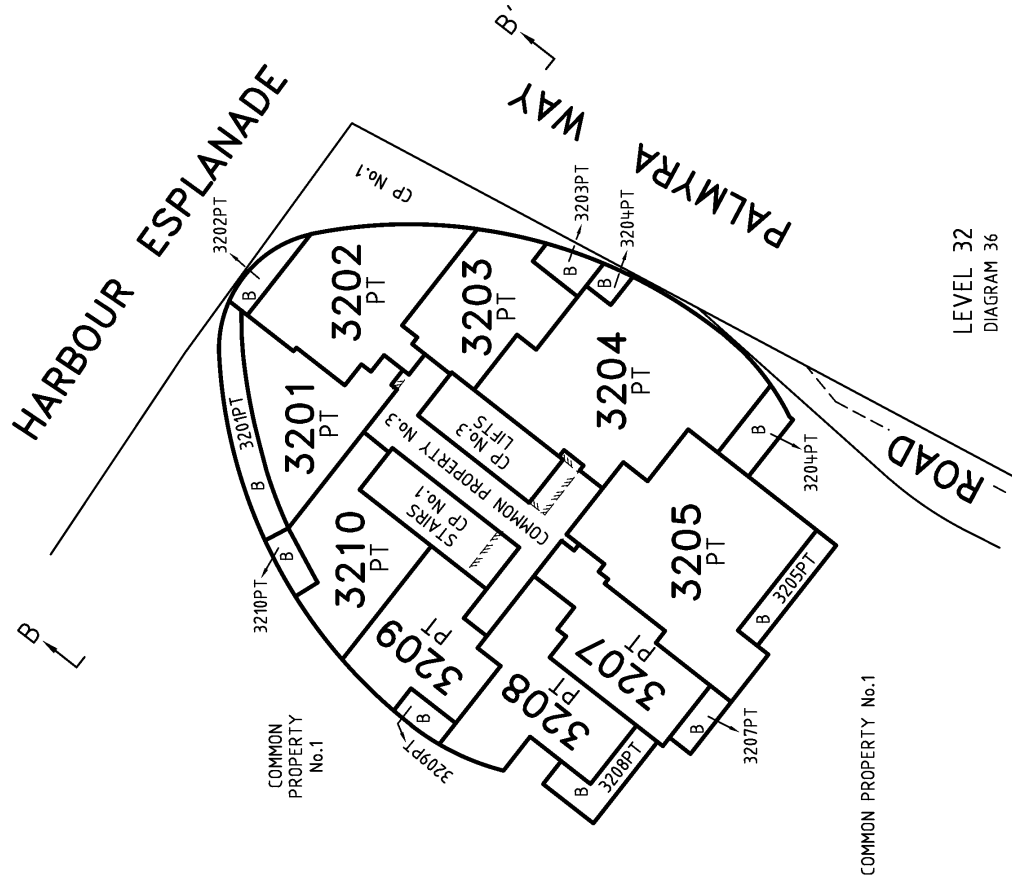
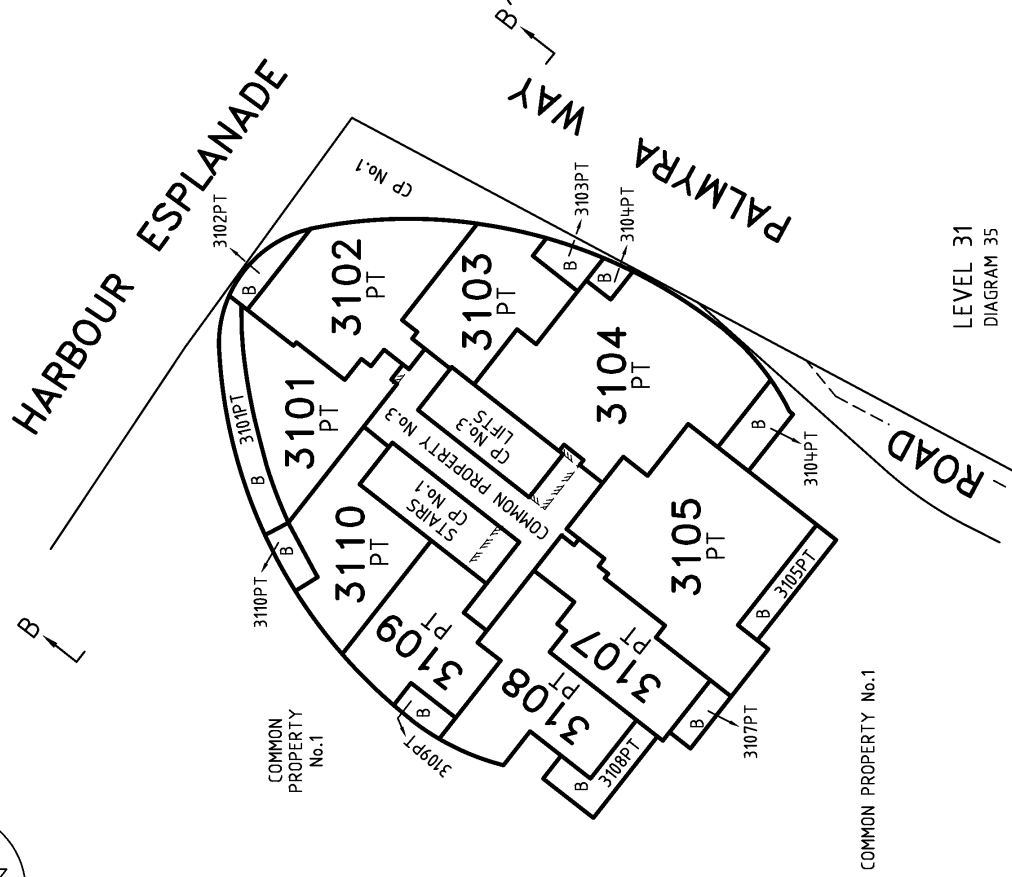
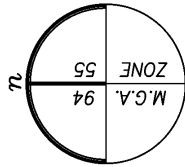


PLAN OF SUBDIVISION

Stage No.	Plan Number
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Plan Number

PS 641022P



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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

SIGNATURE **DIGITALLY SIGNED**

REF 6199003

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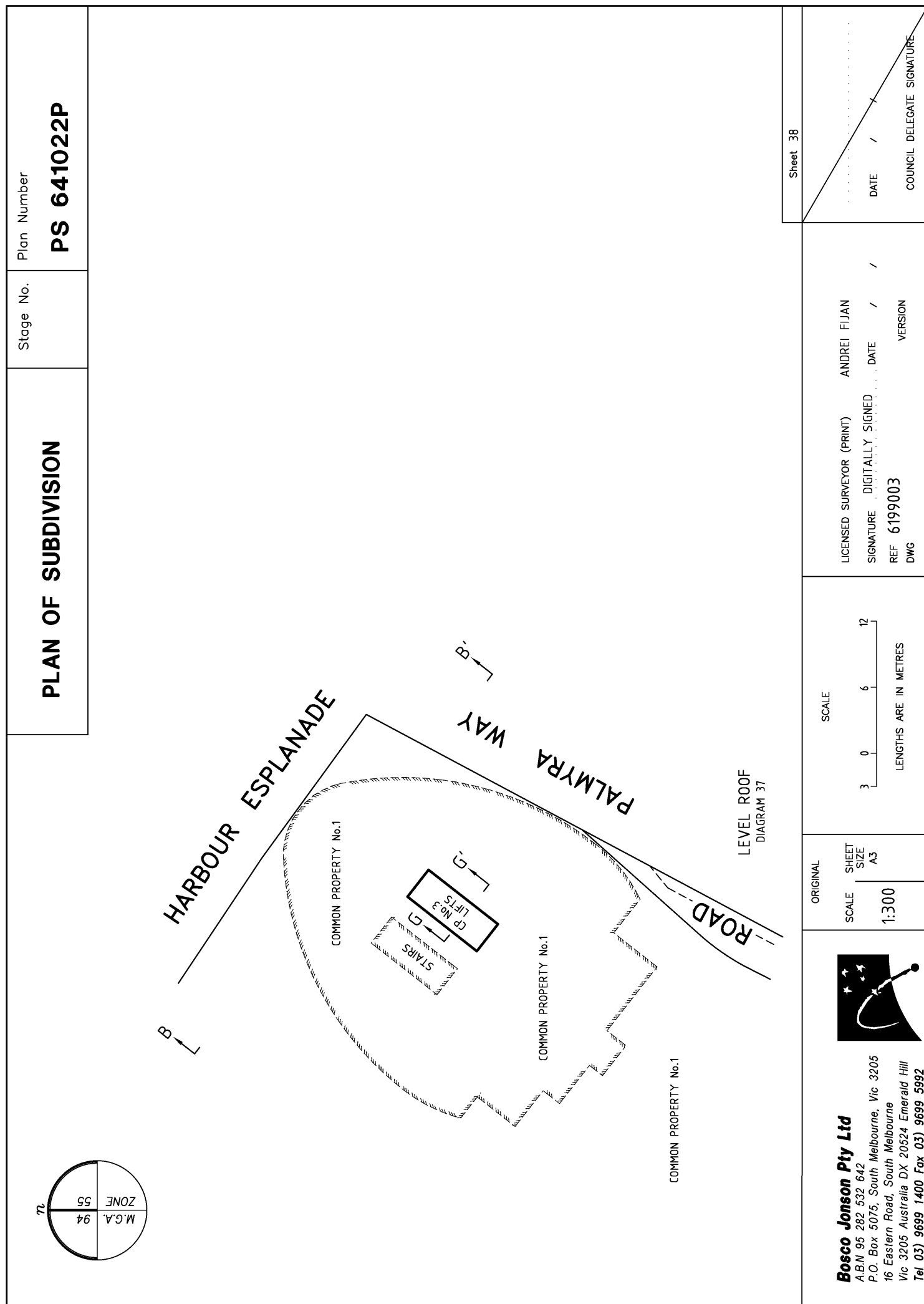
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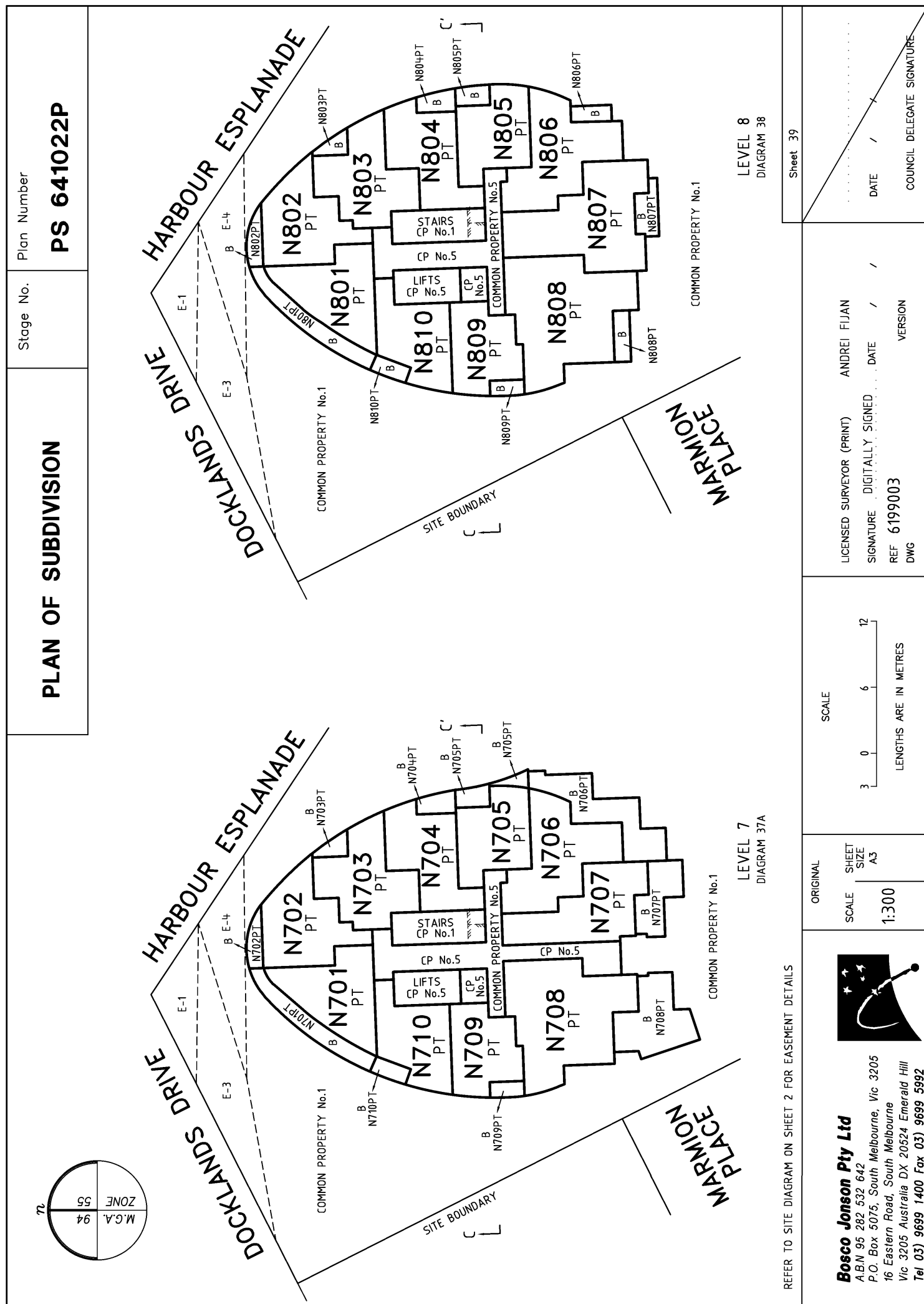
VERSION 1

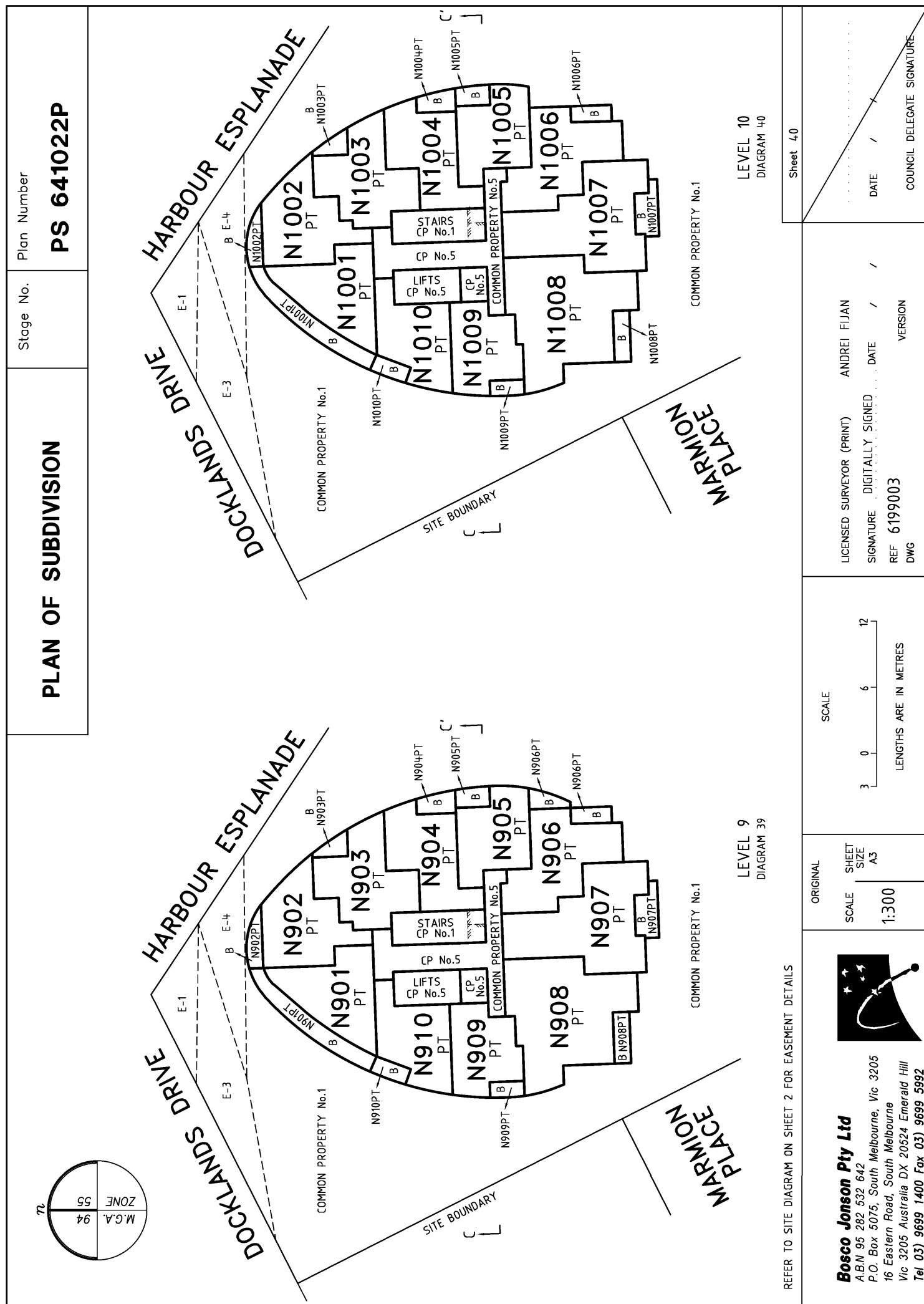
Sheet 37

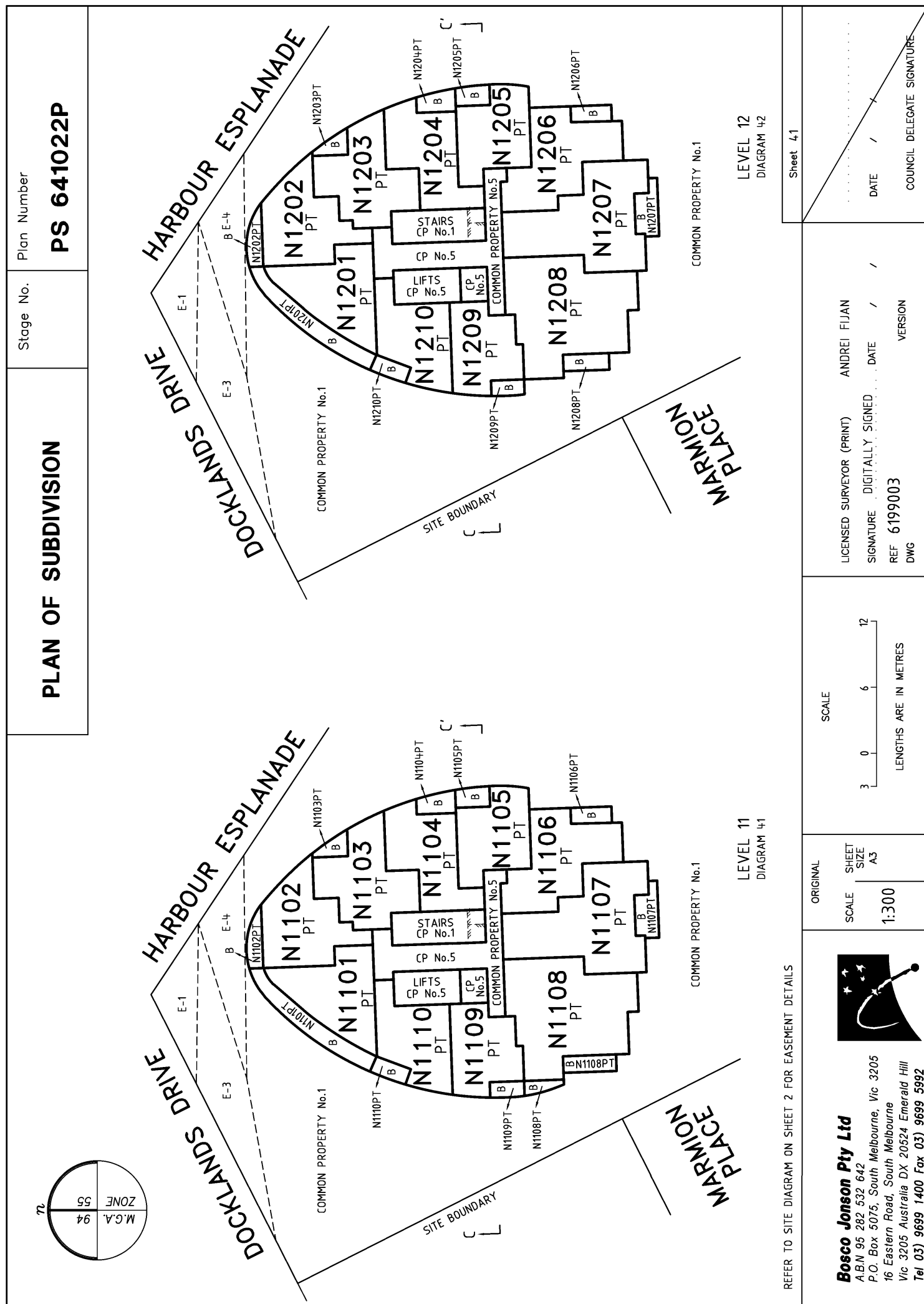
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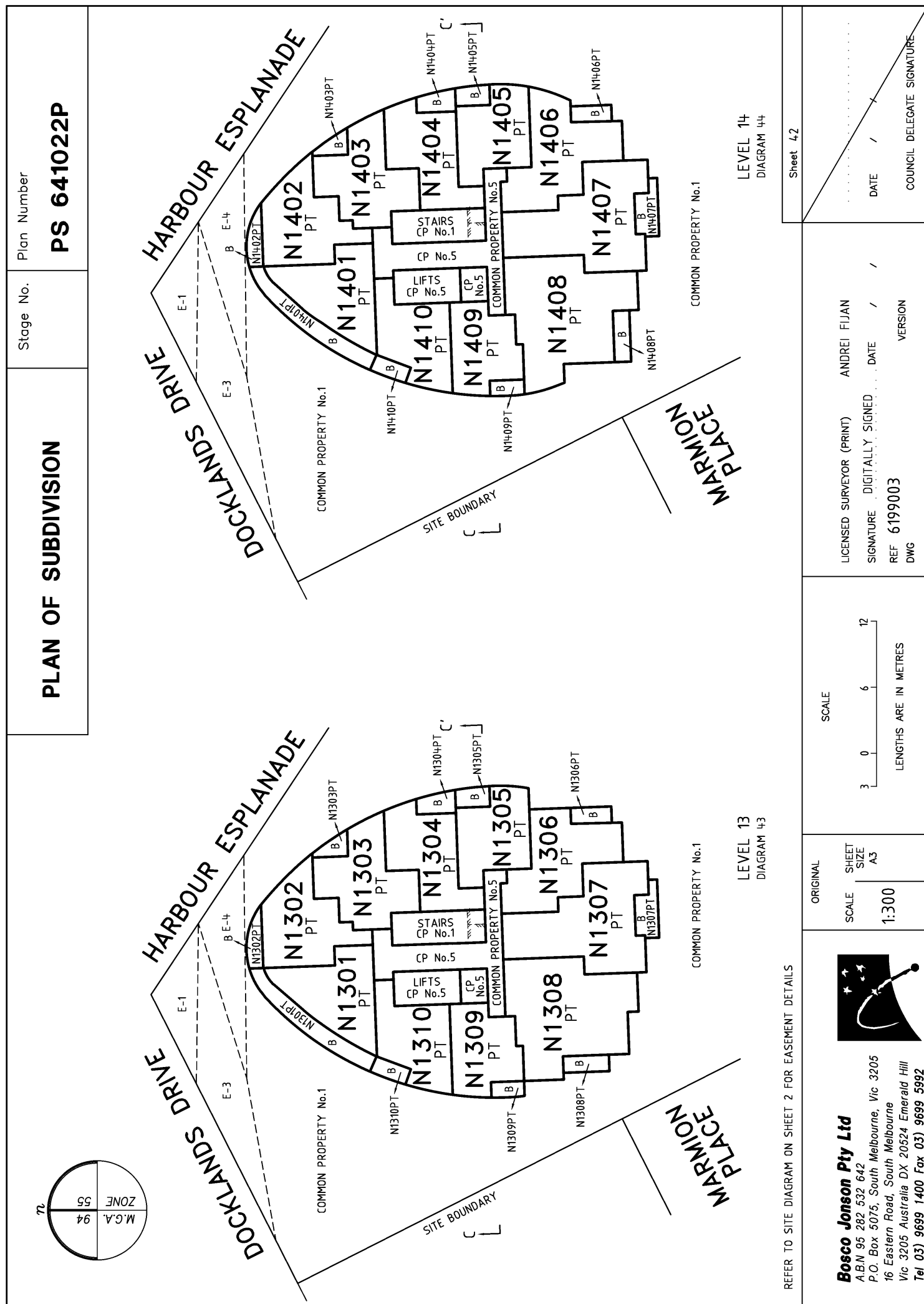
COUNCIL DELEGATE SIGNATURE

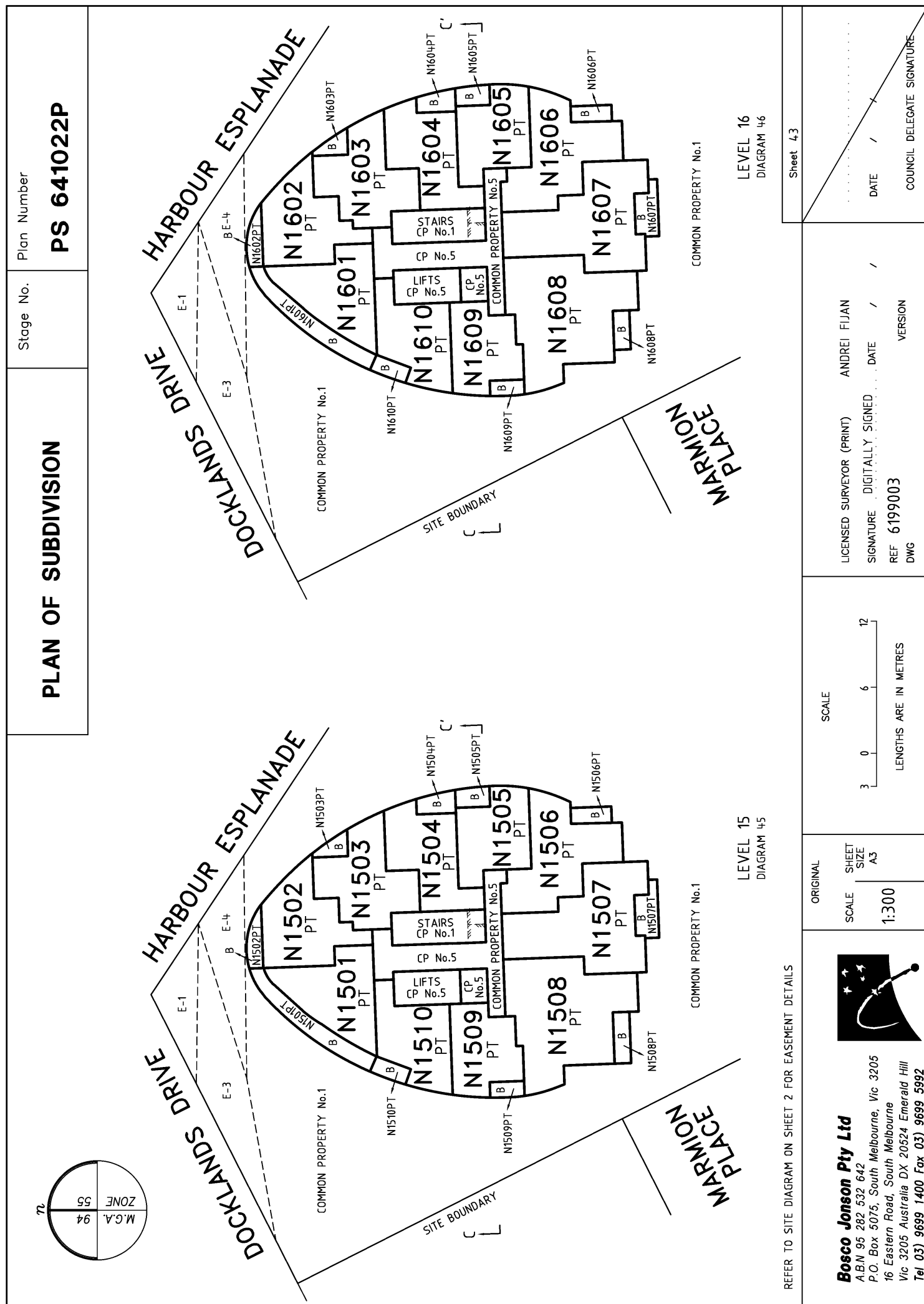


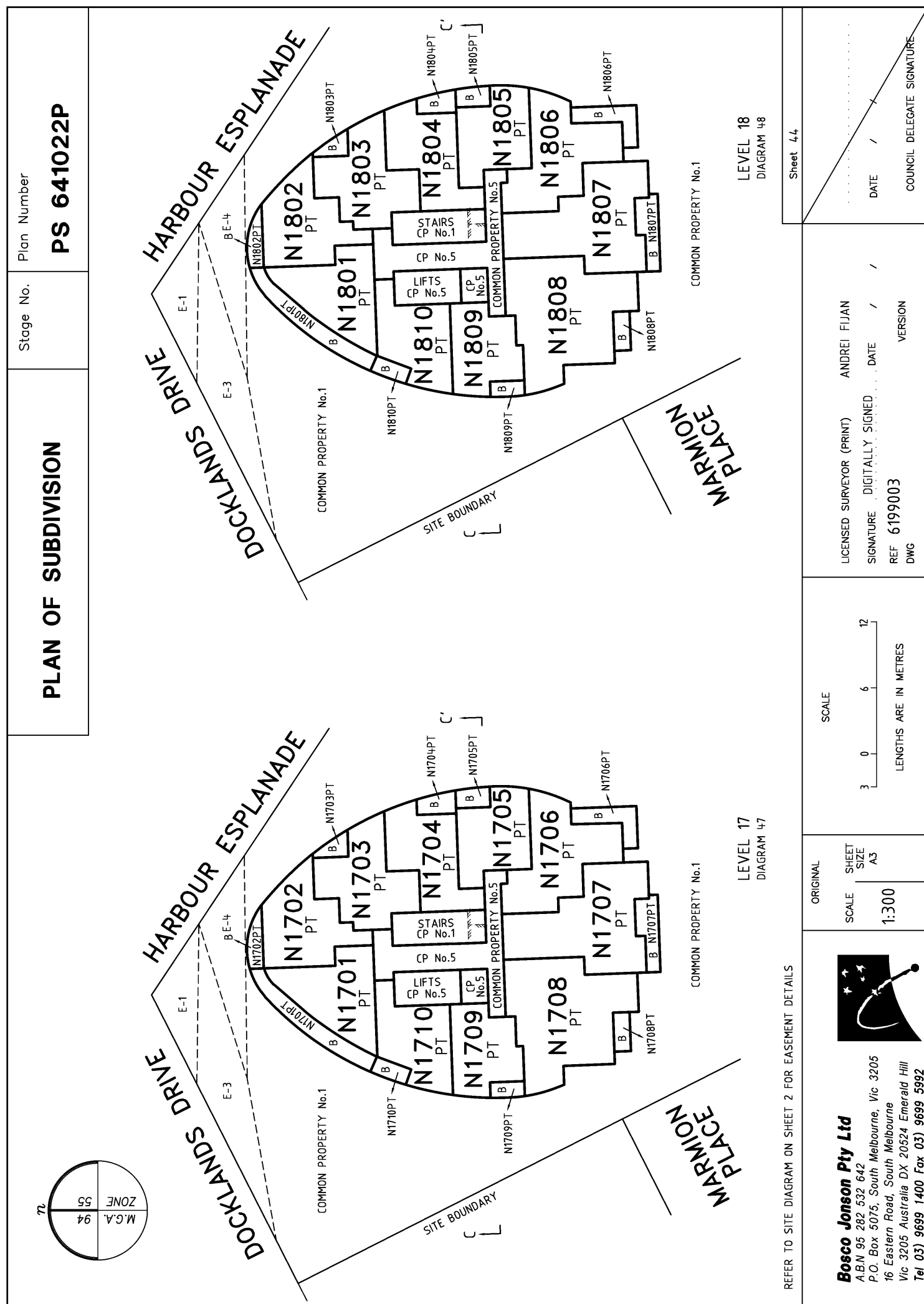


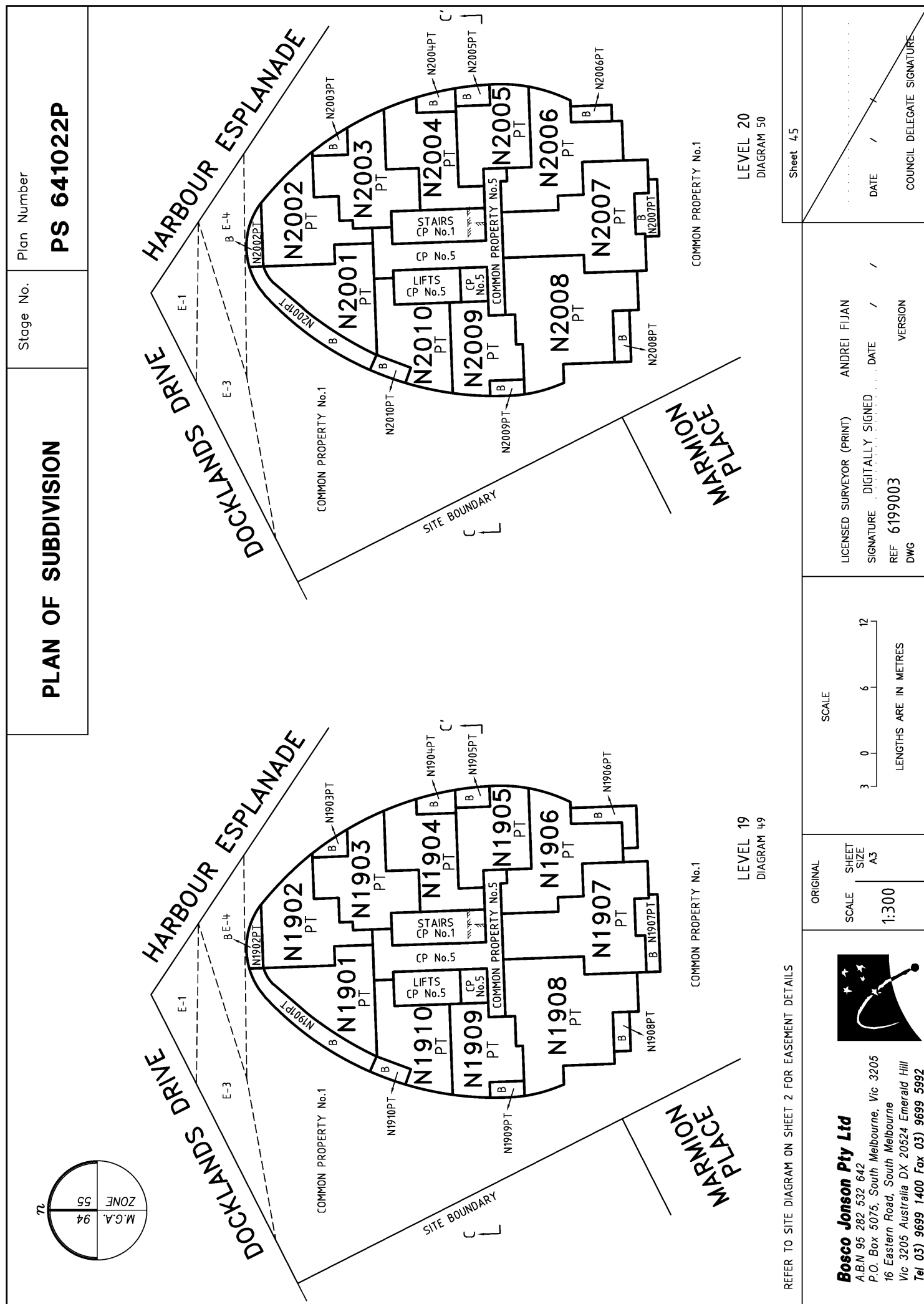


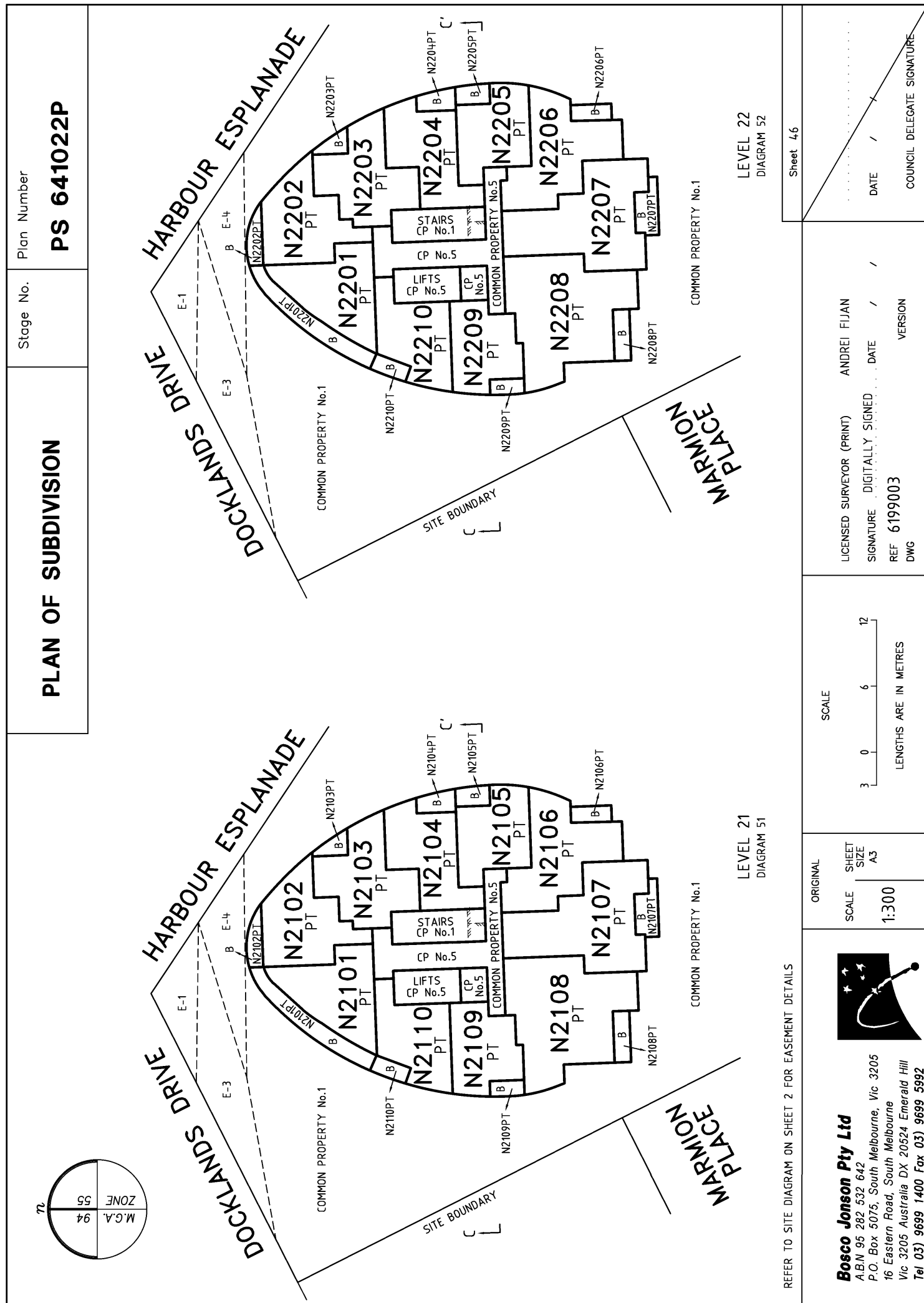


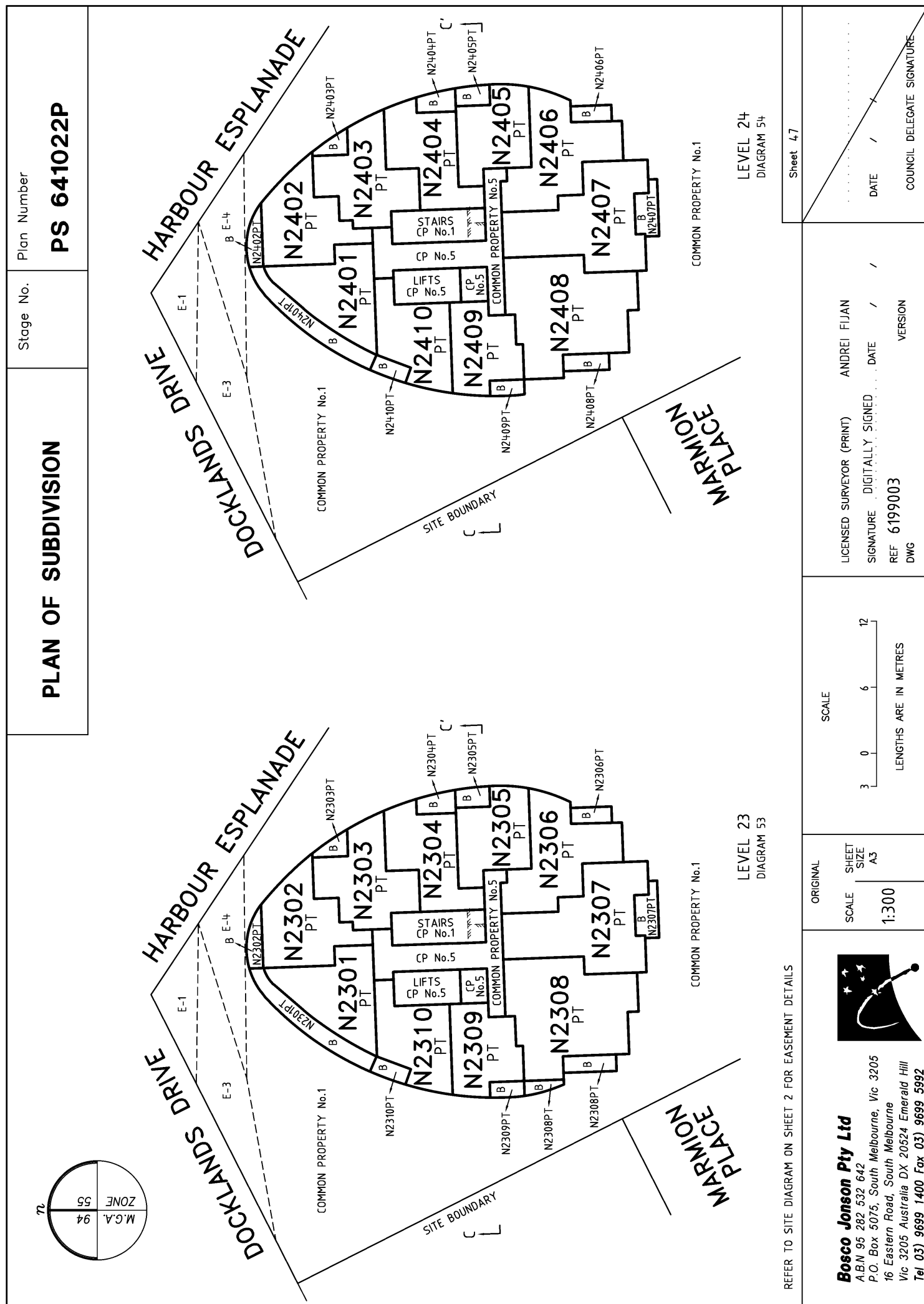


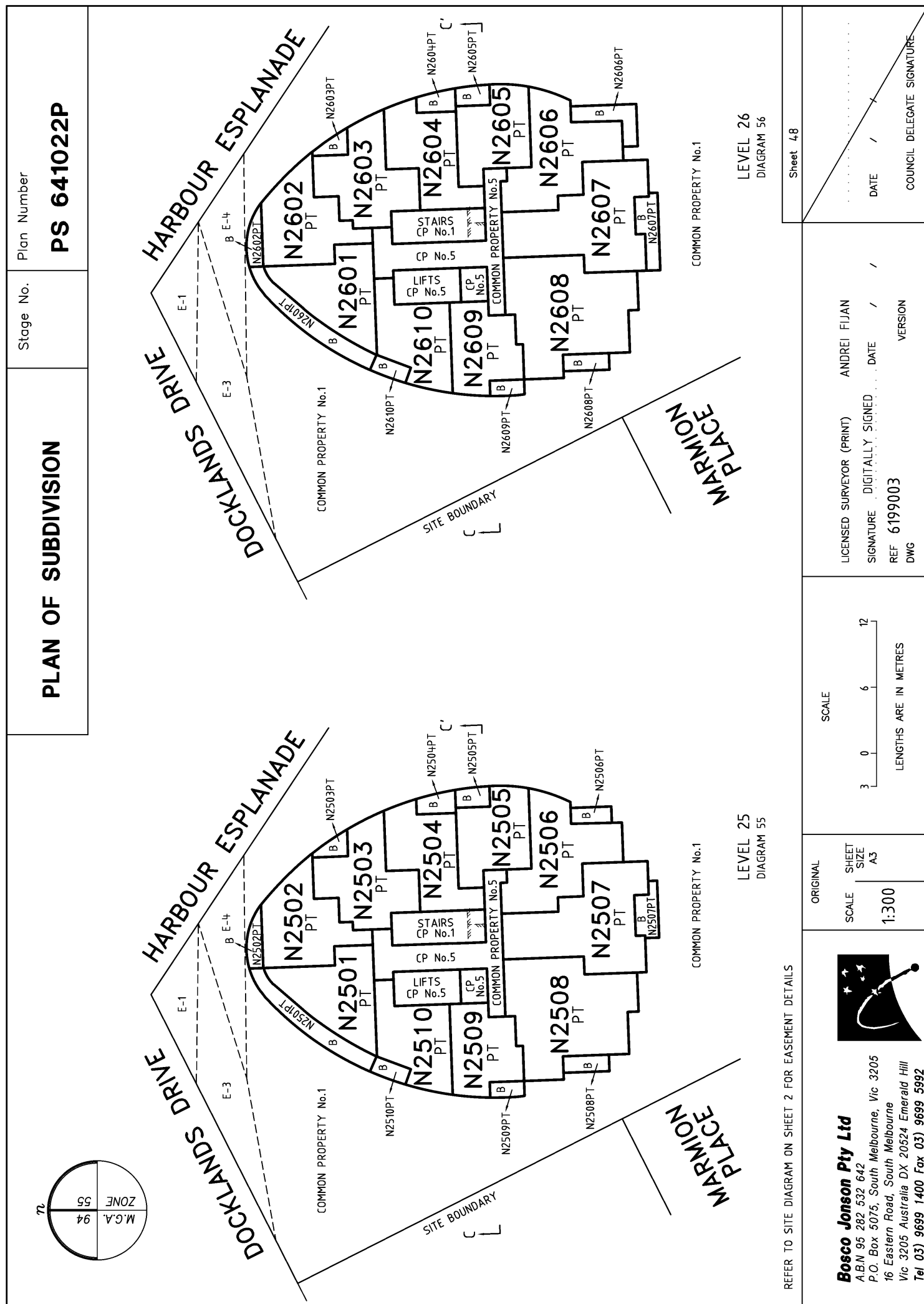








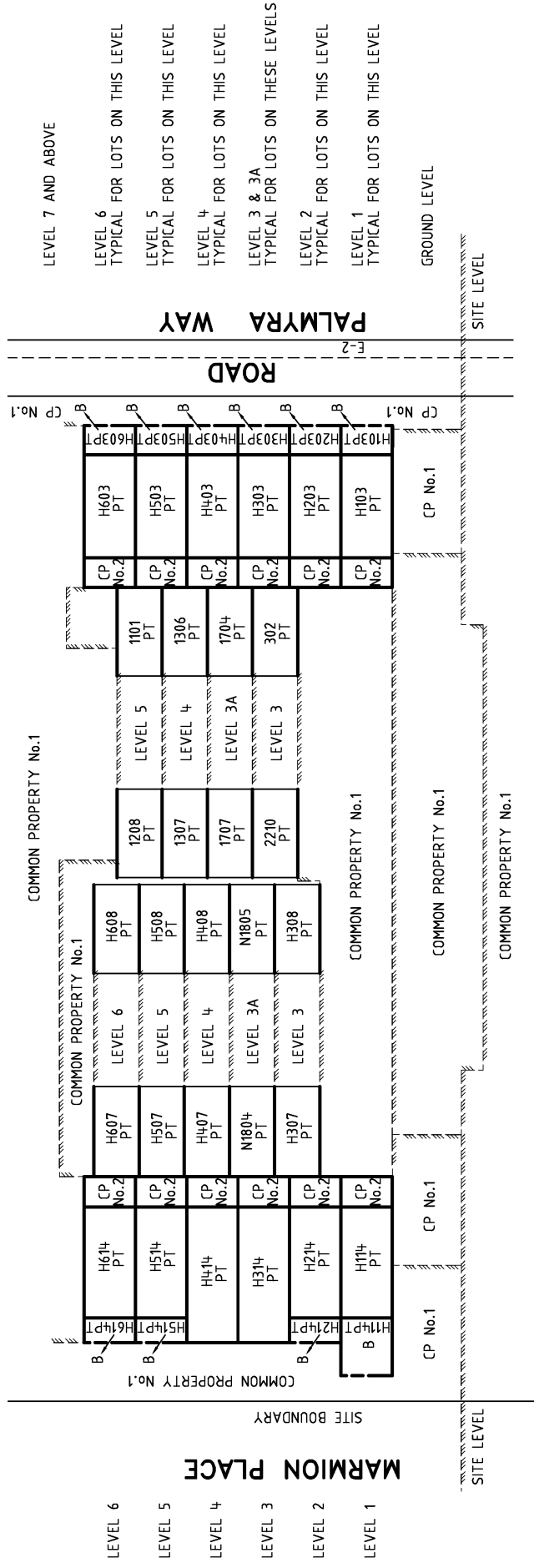




PLAN OF SUBDIVISION

Plan Number

PS 641022P



SECTION A-A'
NOT TO SCALE

Sheet 50

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SCALE SHEET SIZE

SCALE



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DWG

COUNCIL DELEGATE SIGNATURE

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[illegible]

PLAN OF SUBDIVISION		Stage No.	Plan Number PS 641022P
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SEE SHEET 54 FOR CONTINUATION

SITE BOUNDARY	COMMON PROPERTY No.1	N2209PT	B	N2209 PT	COMMON PROPERTY No.5	N2205	PT	B	N2205PT	LEVEL 22 TYPICAL FOR LOTS ON THIS LEVEL
		N2109PT	B	N2109 PT	COMMON PROPERTY No.5	N2105	PT	B	N2105PT	LEVEL 21 TYPICAL FOR LOTS ON THIS LEVEL
		N2009PT	B	N2009 PT	COMMON PROPERTY No.5	N2005	PT	B	N2005PT	LEVEL 20 TYPICAL FOR LOTS ON THIS LEVEL
		N1909PT	B	N1909 PT	COMMON PROPERTY No.5	N1905	PT	B	N1905PT	LEVEL 19 TYPICAL FOR LOTS ON THIS LEVEL
		N1809PT	B	N1809 PT	COMMON PROPERTY No.5	N1805	PT	B	N1805PT	LEVEL 18 TYPICAL FOR LOTS ON THIS LEVEL
		N1709PT	B	N1709 PT	COMMON PROPERTY No.5	N1705	PT	B	N1705PT	LEVEL 17 TYPICAL FOR LOTS ON THIS LEVEL
		N1609PT	B	N1609 PT	COMMON PROPERTY No.5	N1605	PT	B	N1605PT	LEVEL 16 TYPICAL FOR LOTS ON THIS LEVEL
		N1509PT	B	N1509 PT	COMMON PROPERTY No.5	N1505	PT	B	N1505PT	LEVEL 15 TYPICAL FOR LOTS ON THIS LEVEL
		N1409PT	B	N1409 PT	COMMON PROPERTY No.5	N1405	PT	B	N1405PT	LEVEL 14 TYPICAL FOR LOTS ON THIS LEVEL
		N1309PT	B	N1309 PT	COMMON PROPERTY No.5	N1305	PT	B	N1305PT	LEVEL 13 TYPICAL FOR LOTS ON THIS LEVEL
		N1209PT	B	N1209 PT	COMMON PROPERTY No.5	N1205	PT	B	N1205PT	LEVEL 12 TYPICAL FOR LOTS ON THIS LEVEL
		N1109PT	B	N1109 PT	COMMON PROPERTY No.5	N1105	PT	B	N1105PT	LEVEL 11 TYPICAL FOR LOTS ON THIS LEVEL
		N1009PT	B	N1009 PT	COMMON PROPERTY No.5	N1005	PT	B	N1005PT	LEVEL 10 TYPICAL FOR LOTS ON THIS LEVEL
		N909PT	B	N909 PT	COMMON PROPERTY No.5	N905	PT	B	N905PT	LEVEL 9 TYPICAL FOR LOTS ON THIS LEVEL
		N809PT	B	N809 PT	COMMON PROPERTY No.5	N805	PT	B	N805PT	LEVEL 8 TYPICAL FOR LOTS ON THIS LEVEL
		N709PT	B	N709 PT	COMMON PROPERTY No.5	N705	PT	B	N705PT	LEVEL 7 TYPICAL FOR LOTS ON THIS LEVEL
		N609PT	B	N609 PT	CP No. 5	N908PT	N708 PT	LEVEL 6		
		N509PT	B	N509 PT	CP No. 5	CP No.1	N1108 PT	LEVEL 5		
		N409PT	B	N409 PT	CP No. 5	N1308PT	N1408 PT	LEVEL 4		
		N309PT	B	N309 PT	CP No. 5	N1608PT	N1808 PT	LEVEL 3A		
		N209PT	CP No. 5	CP No.1	N1908PT	N2307 PT	LEVEL 3			
		VOID	CP No.5	CP No.1	N2308PT	N2707 PT	LEVEL 2			
		N1R PT	CP No.5	CP No. 1	N2608PT	CPNo.5	LEVEL 1			
							CP No. 1	GROUND LEVEL		

COMMON PROPERTY No.1
 SECTION C-C'
 NOT TO SCALE

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PLAN OF SUBDIVISION		Stage No.	Plan Number PS 641022P
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N705 PT

N908PT	N708 PT	N708 PT
N1308PT	N1108 PT	N1108 PT
N1608PT	N1408 PT	N1408 PT
N1908PT	N1808 PT	N1808 PT
N2308PT	N2307 PT	N2307 PT
N2608PT	N2707 PT	N2707 PT

COMMON PROPERTY No.1

LEVEL 6

LEVEL 5

LEVEL 4

LEVEL 3A

LEVEL 3

LEVEL 2

LEVEL 1

GROUND LEVEL

SITE LEVEL

ENLARGEMENT
SECTION C-C'
NOT TO SCALE

COMMON PROPERTY No.5

N2709PT	N2709 PT	COMMON PROPERTY No.5	N2705 PT	N2705PT
N2609PT	N2609 PT	COMMON PROPERTY No.5	N2605 PT	N2605PT
N2509PT	N2509 PT	COMMON PROPERTY No.5	N2505 PT	N2505PT
N2409PT	N2409 PT	COMMON PROPERTY No.5	N2405 PT	N2405PT
N2309PT	N2309 PT	COMMON PROPERTY No.5	N2305 PT	N2305PT
N2209PT	N2209 PT	COMMON PROPERTY No.5	N2205 PT	N2205PT
N2109PT	N2109 PT	COMMON PROPERTY No.5	N2105 PT	N2105PT

SEE SHEET 53 FOR CONTINUATION

ROOF

LEVEL 27
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 26
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 25
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 24
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 23
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 22
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 21
TYPICAL FOR LOTS ON THIS LEVEL

SECTION C-C'
NOT TO SCALE

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ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) ANDREI FIJAN SIGNATURE DIGITALLY SIGNED DATE / / REF 6199003 VERSION DWG	Sheet 54 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
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PLAN OF SUBDIVISION	Stage No.	Plan Number PS 641022P
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SUBDIVISION ACT 1988
CREATION OF RESTRICTION A
 Upon registration of this plan the following restriction is to be created

Land to be benefitted: ALL LOTS IN PS 641022P

Land to be burdened: H101 TO H116, H201 TO H216, H301 TO H316, H401 TO H416, H501 TO H516 AND H601 TO H616
 201 TO 204, 210, 301 TO 304, 310, 401 TO 404, 410, 501 TO 504, 510, 601 TO 604, 610, 701 TO 708,
 710, 801 TO 810, 901 TO 910, 1001 TO 1010, 1101 TO 1110, 1201 TO 1210, 1301 TO 1310, 1401 TO 1410, 1501 TO 1510

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not at any time:

- (a) use the lot, or permit the lot to be used, as a serviced apartment or for residential hotel accommodation;
- (b) use the lot, or permit the lot to be used, in the operation of a serviced apartment scheme, residential hotel, or similar business;
- (c) permit the lot to be occupied by any person other than:
 - (i) the registered proprietor;
 - (ii) a family member of the registered proprietor; or
 - (iii) a bona fide non-commercial guest of the registered proprietor;
- (d) enter into an Occupation Agreement under which one or more people may be granted the right to occupy the lot for a Restricted Stay,

unless the registered proprietor engages, and continues to engage, the Nominated Serviced Apartment Operator to operate and manage the lot.

In this restriction:

Nominated Serviced Apartment Operator means the serviced apartment operator appointed from time to time by Owners Corporation 1 of this Plan of Subdivision;

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

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

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 Vic 3205 Australia DX 20524 Emerald Hill
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ORIGINAL		SCALE	Sheet 55
SCALE	SHEET SIZE A3	 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ANDREI FIJAN SIGNATURE DIGITALLY SIGNED DATE / / REF 6199003 DWG VERSION DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS641022P

The land in PS641022P is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 201 - 204, 210, 301 - 304, 310, 401 - 404, 410, 501 - 504, 510, 601 - 604, 610, 701 - 708, 710, 801 - 810, 901 - 910, 1001 - 1010, 1101 - 1110, 1201 - 1210, 1301 - 1310, 1401 - 1410, 1501 - 1510, 1601 - 1610, 1701 - 1710, 1801 - 1810, 1901 - 1910, 2001 - 2005, 2007 - 2010, 2101 - 2105, 2107 - 2110, 2201 - 2205, 2207 - 2210, 2301 - 2310, 2401 - 2410, 2501 - 2510, 2601 - 2610, 2701 - 2705, 2707 - 2710, 2801 - 2805, 2807 - 2810, 2901 - 2905, 2907 - 2910, 3001 - 3005, 3007 - 3010, 3101 - 3105, 3107 - 3110, 3201 - 3205, 3207 - 3210.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 8A, 346 BELMORE ROAD BALWYN EAST VIC 3103

AY909058V 12/03/2025

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. OC019637U 08/10/2013

Additional Owners Corporation Information:

OC019636W 08/10/2013

Notations:

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

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 201	53	53
Lot 202	58	58
Lot 203	32	32



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 204	55	55
Lot 210	50	50
Lot 301	53	53
Lot 302	59	59
Lot 303	39	39
Lot 304	55	55
Lot 310	51	51
Lot 401	54	54
Lot 402	60	60
Lot 403	39	39
Lot 404	56	56
Lot 410	63	63
Lot 501	55	55
Lot 502	60	60
Lot 503	40	40
Lot 504	57	57
Lot 510	55	55
Lot 601	50	50
Lot 602	61	61
Lot 603	40	40
Lot 604	58	58
Lot 610	40	40
Lot 701	44	44
Lot 702	62	62
Lot 703	38	38
Lot 704	61	61
Lot 705	84	84
Lot 706	74	74
Lot 707	53	53



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 708	66	66
Lot 710	33	33
Lot 801	44	44
Lot 802	63	63
Lot 803	39	39
Lot 804	61	61
Lot 805	83	83
Lot 806	69	69
Lot 807	50	50
Lot 808	55	55
Lot 809	34	34
Lot 810	34	34
Lot 901	45	45
Lot 902	63	63
Lot 903	39	39
Lot 904	62	62
Lot 905	84	84
Lot 906	70	70
Lot 907	51	51
Lot 908	56	56
Lot 909	34	34
Lot 910	34	34
Lot 1001	45	45
Lot 1002	64	64
Lot 1003	40	40
Lot 1004	63	63
Lot 1005	85	85
Lot 1006	70	70
Lot 1007	51	51



Department of Transport and Planning

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OWNERS CORPORATION 3
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1008	56	56
Lot 1009	35	35
Lot 1010	35	35
Lot 1101	46	46
Lot 1102	65	65
Lot 1103	40	40
Lot 1104	64	64
Lot 1105	85	85
Lot 1106	71	71
Lot 1107	52	52
Lot 1108	57	57
Lot 1109	35	35
Lot 1110	35	35
Lot 1201	46	46
Lot 1202	66	66
Lot 1203	41	41
Lot 1204	64	64
Lot 1205	86	86
Lot 1206	72	72
Lot 1207	52	52
Lot 1208	57	57
Lot 1209	36	36
Lot 1210	36	36
Lot 1301	47	47
Lot 1302	66	66
Lot 1303	41	41
Lot 1304	65	65
Lot 1305	87	87
Lot 1306	73	73



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 3
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1307	53	53
Lot 1308	58	58
Lot 1309	36	36
Lot 1310	36	36
Lot 1401	47	47
Lot 1402	67	67
Lot 1403	47	47
Lot 1404	66	66
Lot 1405	88	88
Lot 1406	73	73
Lot 1407	53	53
Lot 1408	58	58
Lot 1409	43	43
Lot 1410	43	43
Lot 1501	48	48
Lot 1502	68	68
Lot 1503	48	48
Lot 1504	67	67
Lot 1505	88	88
Lot 1506	74	74
Lot 1507	54	54
Lot 1508	59	59
Lot 1509	43	43
Lot 1510	43	43
Lot 1601	48	48
Lot 1602	68	68
Lot 1603	48	48
Lot 1604	67	67
Lot 1605	89	89



Department of Transport and Planning

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OWNERS CORPORATION 3
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1606	75	75
Lot 1607	54	54
Lot 1608	55	55
Lot 1609	44	44
Lot 1610	44	44
Lot 1701	49	49
Lot 1702	68	68
Lot 1703	49	49
Lot 1704	68	68
Lot 1705	90	90
Lot 1706	76	76
Lot 1707	55	55
Lot 1708	56	56
Lot 1709	44	44
Lot 1710	44	44
Lot 1801	49	49
Lot 1802	69	69
Lot 1803	49	49
Lot 1804	69	69
Lot 1805	91	91
Lot 1806	76	76
Lot 1807	55	55
Lot 1808	56	56
Lot 1809	45	45
Lot 1810	45	45
Lot 1901	50	50
Lot 1902	70	70
Lot 1903	50	50
Lot 1904	70	70



Department of Transport and Planning

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OWNERS CORPORATION 3
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1905	91	91
Lot 1906	77	77
Lot 1907	56	56
Lot 1908	57	57
Lot 1909	45	45
Lot 1910	45	45
Lot 2001	50	50
Lot 2002	71	71
Lot 2003	50	50
Lot 2004	98	98
Lot 2005	103	103
Lot 2007	56	56
Lot 2008	57	57
Lot 2009	46	46
Lot 2010	46	46
Lot 2101	51	51
Lot 2102	71	71
Lot 2103	51	51
Lot 2104	98	98
Lot 2105	103	103
Lot 2107	57	57
Lot 2108	58	58
Lot 2109	46	46
Lot 2110	46	46
Lot 2201	51	51
Lot 2202	72	72
Lot 2203	51	51
Lot 2204	100	100
Lot 2205	105	105



Department of Transport and Planning

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OWNERS CORPORATION 3
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2207	57	57
Lot 2208	62	62
Lot 2209	47	47
Lot 2210	47	47
Lot 2301	52	52
Lot 2302	73	73
Lot 2303	52	52
Lot 2304	73	73
Lot 2305	94	94
Lot 2306	80	80
Lot 2307	58	58
Lot 2308	63	63
Lot 2309	47	47
Lot 2310	47	47
Lot 2401	52	52
Lot 2402	74	74
Lot 2403	52	52
Lot 2404	73	73
Lot 2405	95	95
Lot 2406	81	81
Lot 2407	58	58
Lot 2408	63	63
Lot 2409	48	48
Lot 2410	48	48
Lot 2501	53	53
Lot 2502	74	74
Lot 2503	53	53
Lot 2504	74	74
Lot 2505	96	96



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OWNERS CORPORATION 3
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2506	82	82
Lot 2507	59	59
Lot 2508	64	64
Lot 2509	48	48
Lot 2510	48	48
Lot 2601	53	53
Lot 2602	78	78
Lot 2603	58	58
Lot 2604	75	75
Lot 2605	97	97
Lot 2606	82	82
Lot 2607	59	59
Lot 2608	64	64
Lot 2609	49	49
Lot 2610	49	49
Lot 2701	54	54
Lot 2702	79	79
Lot 2703	59	59
Lot 2704	107	107
Lot 2705	110	110
Lot 2707	60	60
Lot 2708	65	65
Lot 2709	49	49
Lot 2710	49	49
Lot 2801	54	54
Lot 2802	80	80
Lot 2803	59	59
Lot 2804	108	108
Lot 2805	111	111



Department of Transport and Planning

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OWNERS CORPORATION 3
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2807	60	60
Lot 2808	65	65
Lot 2809	50	50
Lot 2810	50	50
Lot 2901	55	55
Lot 2902	80	80
Lot 2903	60	60
Lot 2904	109	109
Lot 2905	112	112
Lot 2907	61	61
Lot 2908	66	66
Lot 2909	52	52
Lot 2910	52	52
Lot 3001	55	55
Lot 3002	81	81
Lot 3003	60	60
Lot 3004	110	110
Lot 3005	113	113
Lot 3007	61	61
Lot 3008	66	66
Lot 3009	53	53
Lot 3010	53	53
Lot 3101	56	56
Lot 3102	82	82
Lot 3103	61	61
Lot 3104	111	111
Lot 3105	114	114
Lot 3107	62	62
Lot 3108	67	67



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OWNERS CORPORATION 3
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3109	53	53
Lot 3110	53	53
Lot 3201	56	56
Lot 3202	83	83
Lot 3203	61	61
Lot 3204	112	112
Lot 3205	115	115
Lot 3207	62	62
Lot 3208	67	67
Lot 3209	54	54
Lot 3210	54	54
Total	16912.00	16912.00

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.



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS641022P

The land in PS641022P is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 3, 5, Lots 201 - 204, 210, 301 - 304, 310, 401 - 404, 410, 501 - 504, 510, 601 - 604, 610, 701 - 708, 710, 801 - 810, 901 - 910, 1001 - 1010, 1101 - 1110, 1201 - 1210, 1301 - 1310, 1401 - 1410, 1501 - 1510, 1601 - 1610, 1701 - 1710, 1801 - 1810, 1901 - 1910, 2001 - 2005, 2007 - 2010, 2101 - 2105, 2107 - 2110, 2201 - 2205, 2207 - 2210, 2301 - 2310, 2401 - 2410, 2501 - 2510, 2601 - 2610, 2701 - 2705, 2707 - 2710, 2801 - 2805, 2807 - 2810, 2901 - 2905, 2907 - 2910, 3001 - 3005, 3007 - 3010, 3101 - 3105, 3107 - 3110, 3201 - 3205, 3207 - 3210, H101, H102, H103, H104, H105, H106, H107, H108, H109, H110, H111, H112, H113, H114, H115, H116, H201, H202, H203, H204, H205, H206, H207, H208, H209, H210, H211, H212, H213, H214, H215, H216, H301, H302, H303, H304, H305, H306, H307, H308, H309, H310, H311, H312, H313, H314, H315, H316, H401, H402, H403, H404, H405, H406, H407, H408, H409, H410, H411, H412, H413, H414, H415, H416, H501, H502, H503, H504, H505, H506, H507, H508, H509, H510, H511, H512, H513, H514, H515, H516, H601, H602, H603, H604, H605, H606, H607, H608, H609, H610, H611, H612, H613, H614, H615, H616, N1R, N207, N208, N209, N210, N301, N302, N303, N304, N307, N308, N309, N310, N401, N402, N403, N404, N407, N408, N409, N410, N501, N502, N503, N504, N507, N508, N509, N510, N601, N602, N603, N604, N607, N608, N609, N610, N701, N702, N703, N704, N705, N706, N707, N708, N709, N710, N801, N802, N803, N804, N805, N806, N807, N808, N809, N810, N901, N902, N903, N904, N905, N906, N907, N908, N909, N910, N1001, N1002, N1003, N1004, N1005, N1006, N1007, N1008, N1009, N1010, N1101, N1102, N1103, N1104, N1105, N1106, N1107, N1108, N1109, N1110, N1201, N1202, N1203, N1204, N1205, N1206, N1207, N1208, N1209, N1210, N1301, N1302, N1303, N1304, N1305, N1306, N1307, N1308, N1309, N1310, N1401, N1402, N1403, N1404, N1405, N1406, N1407, N1408, N1409, N1410, N1501, N1502, N1503, N1504, N1505, N1506, N1507, N1508, N1509, N1510, N1601, N1602, N1603, N1604, N1605, N1606, N1607, N1608, N1609, N1610, N1701, N1702, N1703, N1704, N1705, N1706, N1707, N1708, N1709, N1710, N1801, N1802, N1803, N1804, N1805, N1806, N1807, N1808, N1809, N1810, N1901, N1902, N1903, N1904, N1905, N1906, N1907, N1908, N1909, N1910, N2001, N2002, N2003, N2004, N2005, N2006, N2007, N2008, N2009, N2010, N2101, N2102, N2103, N2104, N2105, N2106, N2107, N2108, N2109, N2110, N2201, N2202, N2203, N2204, N2205, N2206, N2207, N2208, N2209, N2210, N2301, N2302, N2303, N2304, N2305, N2306, N2307, N2308, N2309, N2310, N2401, N2402, N2403, N2404, N2405, N2406, N2407, N2408, N2409, N2410, N2501, N2502, N2503, N2504, N2505, N2506, N2507, N2508, N2509, N2510, N2601, N2602, N2603, N2604, N2605, N2606, N2607, N2608, N2609, N2610, N2701, N2702, N2703, N2704, N2705, N2706, N2707, N2708, N2709, N2710, S12, S13, S14, S15.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 8A, 346 BELMORE ROAD BALWYN EAST VIC 3103

AY909058V 12/03/2025

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:



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS641022P

1. AK646032A 10/10/2013

Additional Owners Corporation Information:

OC019293B 02/09/2013

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 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 5	0	0
Lot 201	53	53
Lot 202	58	58
Lot 203	32	32
Lot 204	55	55
Lot 210	50	50
Lot 301	53	53
Lot 302	59	59
Lot 303	39	39
Lot 304	55	55
Lot 310	51	51
Lot 401	54	54
Lot 402	60	60
Lot 403	39	39
Lot 404	56	56
Lot 410	63	63
Lot 501	55	55
Lot 502	60	60
Lot 503	40	40
Lot 504	57	57



Department of Transport and Planning

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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 510	55	55
Lot 601	50	50
Lot 602	61	61
Lot 603	40	40
Lot 604	58	58
Lot 610	40	40
Lot 701	44	44
Lot 702	62	62
Lot 703	38	38
Lot 704	61	61
Lot 705	84	84
Lot 706	74	74
Lot 707	53	53
Lot 708	66	66
Lot 710	33	33
Lot 801	44	44
Lot 802	63	63
Lot 803	39	39
Lot 804	61	61
Lot 805	83	83
Lot 806	69	69
Lot 807	50	50
Lot 808	55	55
Lot 809	34	34
Lot 810	34	34
Lot 901	45	45
Lot 902	63	63
Lot 903	39	39
Lot 904	62	62



Department of Transport and Planning

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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 905	84	84
Lot 906	70	70
Lot 907	51	51
Lot 908	56	56
Lot 909	34	34
Lot 910	34	34
Lot 1001	45	45
Lot 1002	64	64
Lot 1003	40	40
Lot 1004	63	63
Lot 1005	85	85
Lot 1006	70	70
Lot 1007	51	51
Lot 1008	56	56
Lot 1009	35	35
Lot 1010	35	35
Lot 1101	46	46
Lot 1102	65	65
Lot 1103	40	40
Lot 1104	64	64
Lot 1105	85	85
Lot 1106	71	71
Lot 1107	52	52
Lot 1108	57	57
Lot 1109	35	35
Lot 1110	35	35
Lot 1201	46	46
Lot 1202	66	66
Lot 1203	41	41



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1204	64	64
Lot 1205	86	86
Lot 1206	72	72
Lot 1207	52	52
Lot 1208	57	57
Lot 1209	36	36
Lot 1210	36	36
Lot 1301	47	47
Lot 1302	66	66
Lot 1303	41	41
Lot 1304	65	65
Lot 1305	87	87
Lot 1306	73	73
Lot 1307	53	53
Lot 1308	58	58
Lot 1309	36	36
Lot 1310	36	36
Lot 1401	47	47
Lot 1402	67	67
Lot 1403	47	47
Lot 1404	66	66
Lot 1405	88	88
Lot 1406	73	73
Lot 1407	53	53
Lot 1408	58	58
Lot 1409	43	43
Lot 1410	43	43
Lot 1501	48	48
Lot 1502	68	68



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1503	48	48
Lot 1504	67	67
Lot 1505	88	88
Lot 1506	74	74
Lot 1507	54	54
Lot 1508	59	59
Lot 1509	43	43
Lot 1510	43	43
Lot 1601	48	48
Lot 1602	68	68
Lot 1603	48	48
Lot 1604	67	67
Lot 1605	89	89
Lot 1606	75	75
Lot 1607	54	54
Lot 1608	55	55
Lot 1609	44	44
Lot 1610	44	44
Lot 1701	49	49
Lot 1702	68	68
Lot 1703	49	49
Lot 1704	68	68
Lot 1705	90	90
Lot 1706	76	76
Lot 1707	55	55
Lot 1708	56	56
Lot 1709	44	44
Lot 1710	44	44
Lot 1801	49	49



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1802	69	69
Lot 1803	49	49
Lot 1804	69	69
Lot 1805	91	91
Lot 1806	76	76
Lot 1807	55	55
Lot 1808	56	56
Lot 1809	45	45
Lot 1810	45	45
Lot 1901	50	50
Lot 1902	70	70
Lot 1903	50	50
Lot 1904	70	70
Lot 1905	91	91
Lot 1906	77	77
Lot 1907	56	56
Lot 1908	57	57
Lot 1909	45	45
Lot 1910	45	45
Lot 2001	50	50
Lot 2002	71	71
Lot 2003	50	50
Lot 2004	98	98
Lot 2005	103	103
Lot 2007	56	56
Lot 2008	57	57
Lot 2009	46	46
Lot 2010	46	46
Lot 2101	51	51



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2102	71	71
Lot 2103	51	51
Lot 2104	98	98
Lot 2105	103	103
Lot 2107	57	57
Lot 2108	58	58
Lot 2109	46	46
Lot 2110	46	46
Lot 2201	51	51
Lot 2202	72	72
Lot 2203	51	51
Lot 2204	100	100
Lot 2205	105	105
Lot 2207	57	57
Lot 2208	62	62
Lot 2209	47	47
Lot 2210	47	47
Lot 2301	52	52
Lot 2302	73	73
Lot 2303	52	52
Lot 2304	73	73
Lot 2305	94	94
Lot 2306	80	80
Lot 2307	58	58
Lot 2308	63	63
Lot 2309	47	47
Lot 2310	47	47
Lot 2401	52	52
Lot 2402	74	74



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2403	52	52
Lot 2404	73	73
Lot 2405	95	95
Lot 2406	81	81
Lot 2407	58	58
Lot 2408	63	63
Lot 2409	48	48
Lot 2410	48	48
Lot 2501	53	53
Lot 2502	74	74
Lot 2503	53	53
Lot 2504	74	74
Lot 2505	96	96
Lot 2506	82	82
Lot 2507	59	59
Lot 2508	64	64
Lot 2509	48	48
Lot 2510	48	48
Lot 2601	53	53
Lot 2602	78	78
Lot 2603	58	58
Lot 2604	75	75
Lot 2605	97	97
Lot 2606	82	82
Lot 2607	59	59
Lot 2608	64	64
Lot 2609	49	49
Lot 2610	49	49
Lot 2701	54	54



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2702	79	79
Lot 2703	59	59
Lot 2704	107	107
Lot 2705	110	110
Lot 2707	60	60
Lot 2708	65	65
Lot 2709	49	49
Lot 2710	49	49
Lot 2801	54	54
Lot 2802	80	80
Lot 2803	59	59
Lot 2804	108	108
Lot 2805	111	111
Lot 2807	60	60
Lot 2808	65	65
Lot 2809	50	50
Lot 2810	50	50
Lot 2901	55	55
Lot 2902	80	80
Lot 2903	60	60
Lot 2904	109	109
Lot 2905	112	112
Lot 2907	61	61
Lot 2908	66	66
Lot 2909	52	52
Lot 2910	52	52
Lot 3001	55	55
Lot 3002	81	81
Lot 3003	60	60



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 3004	110	110
Lot 3005	113	113
Lot 3007	61	61
Lot 3008	66	66
Lot 3009	53	53
Lot 3010	53	53
Lot 3101	56	56
Lot 3102	82	82
Lot 3103	61	61
Lot 3104	111	111
Lot 3105	114	114
Lot 3107	62	62
Lot 3108	67	67
Lot 3109	53	53
Lot 3110	53	53
Lot 3201	56	56
Lot 3202	83	83
Lot 3203	61	61
Lot 3204	112	112
Lot 3205	115	115
Lot 3207	62	62
Lot 3208	67	67
Lot 3209	54	54
Lot 3210	54	54
Lot H101	40	40
Lot H102	40	40
Lot H103	48	48
Lot H104	73	73
Lot H105	84	84



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H106	57	57
Lot H107	57	57
Lot H108	47	47
Lot H109	40	40
Lot H110	56	56
Lot H111	42	42
Lot H112	46	46
Lot H113	55	55
Lot H114	38	38
Lot H115	38	38
Lot H116	38	38
Lot H201	40	40
Lot H202	40	40
Lot H203	48	48
Lot H204	73	73
Lot H205	84	84
Lot H206	57	57
Lot H207	57	57
Lot H208	47	47
Lot H209	40	40
Lot H210	56	56
Lot H211	42	42
Lot H212	46	46
Lot H213	55	55
Lot H214	38	38
Lot H215	38	38
Lot H216	38	38
Lot H301	40	40
Lot H302	40	40



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H303	48	48
Lot H304	74	74
Lot H305	84	84
Lot H306	57	57
Lot H307	57	57
Lot H308	47	47
Lot H309	40	40
Lot H310	56	56
Lot H311	42	42
Lot H312	40	40
Lot H313	55	55
Lot H314	38	38
Lot H315	38	38
Lot H316	38	38
Lot H401	40	40
Lot H402	40	40
Lot H403	48	48
Lot H404	74	74
Lot H405	85	85
Lot H406	57	57
Lot H407	57	57
Lot H408	47	47
Lot H409	40	40
Lot H410	56	56
Lot H411	42	42
Lot H412	40	40
Lot H413	55	55
Lot H414	38	38
Lot H415	38	38



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H416	38	38
Lot H501	40	40
Lot H502	40	40
Lot H503	48	48
Lot H504	75	75
Lot H505	88	88
Lot H506	57	57
Lot H507	57	57
Lot H508	47	47
Lot H509	40	40
Lot H510	56	56
Lot H511	46	46
Lot H512	46	46
Lot H513	55	55
Lot H514	38	38
Lot H515	38	38
Lot H516	38	38
Lot H601	42	42
Lot H602	42	42
Lot H603	49	49
Lot H604	75	75
Lot H605	90	90
Lot H606	59	59
Lot H607	58	58
Lot H608	48	48
Lot H609	42	42
Lot H610	58	58
Lot H611	48	48
Lot H612	48	48



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H613	57	57
Lot H614	39	39
Lot H615	39	39
Lot H616	39	39
Lot N1R	118	118
Lot N207	36	36
Lot N208	36	36
Lot N209	38	38
Lot N210	40	40
Lot N301	54	54
Lot N302	54	54
Lot N303	36	36
Lot N304	64	64
Lot N307	49	49
Lot N308	38	38
Lot N309	36	36
Lot N310	36	36
Lot N401	54	54
Lot N402	54	54
Lot N403	37	37
Lot N404	62	62
Lot N407	50	50
Lot N408	38	38
Lot N409	36	36
Lot N410	36	36
Lot N501	54	54
Lot N502	55	55
Lot N503	37	37
Lot N504	53	53



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot N507	50	50
Lot N508	38	38
Lot N509	36	36
Lot N510	36	36
Lot N601	54	54
Lot N602	55	55
Lot N603	37	37
Lot N604	53	53
Lot N607	50	50
Lot N608	38	38
Lot N609	37	37
Lot N610	37	37
Lot N701	54	54
Lot N702	55	55
Lot N703	55	55
Lot N704	40	40
Lot N705	39	39
Lot N706	70	70
Lot N707	65	65
Lot N708	108	108
Lot N709	37	37
Lot N710	37	37
Lot N801	55	55
Lot N802	55	55
Lot N803	55	55
Lot N804	46	46
Lot N805	39	39
Lot N806	71	71
Lot N807	90	90



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot N808	108	108
Lot N809	37	37
Lot N810	37	37
Lot N901	55	55
Lot N902	55	55
Lot N903	55	55
Lot N904	46	46
Lot N905	39	39
Lot N906	66	66
Lot N907	90	90
Lot N908	109	109
Lot N909	37	37
Lot N910	37	37
Lot N1001	55	55
Lot N1002	56	56
Lot N1003	56	56
Lot N1004	47	47
Lot N1005	40	40
Lot N1006	67	67
Lot N1007	91	91
Lot N1008	109	109
Lot N1009	37	37
Lot N1010	37	37
Lot N1101	55	55
Lot N1102	56	56
Lot N1103	56	56
Lot N1104	47	47
Lot N1105	40	40
Lot N1106	67	67



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PLAN NO. PS641022P

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot N1107	91	91
Lot N1108	109	109
Lot N1109	37	37
Lot N1110	37	37
Lot N1201	55	55
Lot N1202	56	56
Lot N1203	56	56
Lot N1204	47	47
Lot N1205	40	40
Lot N1206	67	67
Lot N1207	91	91
Lot N1208	110	110
Lot N1209	37	37
Lot N1210	37	37
Lot N1301	56	56
Lot N1302	56	56
Lot N1303	56	56
Lot N1304	47	47
Lot N1305	46	46
Lot N1306	67	67
Lot N1307	91	91
Lot N1308	110	110
Lot N1309	37	37
Lot N1310	37	37
Lot N1401	56	56
Lot N1402	56	56
Lot N1403	56	56
Lot N1404	47	47
Lot N1405	46	46



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot N1406	72	72
Lot N1407	92	92
Lot N1408	111	111
Lot N1409	37	37
Lot N1410	37	37
Lot N1501	56	56
Lot N1502	57	57
Lot N1503	57	57
Lot N1504	48	48
Lot N1505	47	47
Lot N1506	72	72
Lot N1507	92	92
Lot N1508	112	112
Lot N1509	38	38
Lot N1510	38	38
Lot N1601	56	56
Lot N1602	57	57
Lot N1603	57	57
Lot N1604	48	48
Lot N1605	47	47
Lot N1606	72	72
Lot N1607	92	92
Lot N1608	112	112
Lot N1609	38	38
Lot N1610	38	38
Lot N1701	56	56
Lot N1702	57	57
Lot N1703	57	57
Lot N1704	48	48



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot N1705	47	47
Lot N1706	72	72
Lot N1707	93	93
Lot N1708	113	113
Lot N1709	38	38
Lot N1710	38	38
Lot N1801	57	57
Lot N1802	57	57
Lot N1803	57	57
Lot N1804	48	48
Lot N1805	47	47
Lot N1806	73	73
Lot N1807	93	93
Lot N1808	113	113
Lot N1809	38	38
Lot N1810	38	38
Lot N1901	57	57
Lot N1902	57	57
Lot N1903	57	57
Lot N1904	48	48
Lot N1905	47	47
Lot N1906	73	73
Lot N1907	99	99
Lot N1908	114	114
Lot N1909	38	38
Lot N1910	38	38
Lot N2001	57	57
Lot N2002	58	58
Lot N2003	58	58



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot N2004	49	49
Lot N2005	48	48
Lot N2006	73	73
Lot N2007	100	100
Lot N2008	114	114
Lot N2009	38	38
Lot N2010	38	38
Lot N2101	57	57
Lot N2102	58	58
Lot N2103	58	58
Lot N2104	49	49
Lot N2105	48	48
Lot N2106	73	73
Lot N2107	100	100
Lot N2108	115	115
Lot N2109	38	38
Lot N2110	38	38
Lot N2201	57	57
Lot N2202	58	58
Lot N2203	58	58
Lot N2204	49	49
Lot N2205	48	48
Lot N2206	73	73
Lot N2207	100	100
Lot N2208	115	115
Lot N2209	39	39
Lot N2210	39	39
Lot N2301	58	58
Lot N2302	58	58



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot N2303	58	58
Lot N2304	49	49
Lot N2305	48	48
Lot N2306	74	74
Lot N2307	100	100
Lot N2308	115	115
Lot N2309	39	39
Lot N2310	39	39
Lot N2401	58	58
Lot N2402	58	58
Lot N2403	58	58
Lot N2404	49	49
Lot N2405	48	48
Lot N2406	74	74
Lot N2407	101	101
Lot N2408	115	115
Lot N2409	39	39
Lot N2410	39	39
Lot N2501	58	58
Lot N2502	59	59
Lot N2503	59	59
Lot N2504	50	50
Lot N2505	49	49
Lot N2506	74	74
Lot N2507	101	101
Lot N2508	116	116
Lot N2509	39	39
Lot N2510	39	39
Lot N2601	58	58



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OWNERS CORPORATION 1
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot N2602	59	59
Lot N2603	59	59
Lot N2604	50	50
Lot N2605	49	49
Lot N2606	74	74
Lot N2607	101	101
Lot N2608	116	116
Lot N2609	39	39
Lot N2610	39	39
Lot N2701	60	60
Lot N2702	61	61
Lot N2703	61	61
Lot N2704	50	50
Lot N2705	49	49
Lot N2706	74	74
Lot N2707	102	102
Lot N2708	117	117
Lot N2709	40	40
Lot N2710	40	40
Lot S12	70	70
Lot S13	64	64
Lot S14	160	160
Lot S15	111	111
Total	36833.00	36833.00

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.



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS641022P

The land in PS641022P is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots H101, H102, H103, H104, H105, H106, H107, H108, H109, H110, H111, H112, H113, H114, H115, H116, H201, H202, H203, H204, H205, H206, H207, H208, H209, H210, H211, H212, H213, H214, H215, H216, H301, H302, H303, H304, H305, H306, H307, H308, H309, H310, H311, H312, H313, H314, H315, H316, H401, H402, H403, H404, H405, H406, H407, H408, H409, H410, H411, H412, H413, H414, H415, H416, H501, H502, H503, H504, H505, H506, H507, H508, H509, H510, H511, H512, H513, H514, H515, H516, H601, H602, H603, H604, H605, H606, H607, H608, H609, H610, H611, H612, H613, H614, H615, H616.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 8A, 346 BELMORE ROAD BALWYN EAST VIC 3103

AY909058V 12/03/2025

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. OC019296U 02/09/2013

Additional Owners Corporation Information:

OC019294Y 02/09/2013

Notations:

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

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot H101	40	40
Lot H102	40	40



Department of Transport and Planning

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OWNERS CORPORATION 2
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H103	48	48
Lot H104	73	73
Lot H105	84	84
Lot H106	57	57
Lot H107	57	57
Lot H108	47	47
Lot H109	40	40
Lot H110	56	56
Lot H111	46	46
Lot H112	46	46
Lot H113	55	55
Lot H114	38	38
Lot H115	38	38
Lot H116	38	38
Lot H201	40	40
Lot H202	40	40
Lot H203	48	48
Lot H204	73	73
Lot H205	84	84
Lot H206	57	57
Lot H207	57	57
Lot H208	47	47
Lot H209	40	40
Lot H210	56	56
Lot H211	46	46
Lot H212	46	46
Lot H213	55	55
Lot H214	38	38
Lot H215	38	38



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OWNERS CORPORATION 2
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H216	38	38
Lot H301	40	40
Lot H302	40	40
Lot H303	48	48
Lot H304	74	74
Lot H305	84	84
Lot H306	57	57
Lot H307	57	57
Lot H308	47	47
Lot H309	40	40
Lot H310	56	56
Lot H311	46	46
Lot H312	46	46
Lot H313	55	55
Lot H314	38	38
Lot H315	38	38
Lot H316	38	38
Lot H401	40	40
Lot H402	40	40
Lot H403	48	48
Lot H404	74	74
Lot H405	85	85
Lot H406	57	57
Lot H407	57	57
Lot H408	47	47
Lot H409	40	40
Lot H410	56	56
Lot H411	46	46
Lot H412	46	46



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OWNERS CORPORATION 2
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H413	55	55
Lot H414	38	38
Lot H415	38	38
Lot H416	38	38
Lot H501	40	40
Lot H502	40	40
Lot H503	48	48
Lot H504	75	75
Lot H505	88	88
Lot H506	57	57
Lot H507	57	57
Lot H508	47	47
Lot H509	40	40
Lot H510	56	56
Lot H511	46	46
Lot H512	46	46
Lot H513	55	55
Lot H514	38	38
Lot H515	38	38
Lot H516	38	38
Lot H601	42	42
Lot H602	42	42
Lot H603	49	49
Lot H604	75	75
Lot H605	90	90
Lot H606	59	59
Lot H607	58	58
Lot H608	48	48
Lot H609	42	42



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OWNERS CORPORATION 2
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot H610	58	58
Lot H611	48	48
Lot H612	48	48
Lot H613	57	57
Lot H614	39	39
Lot H615	39	39
Lot H616	39	39
Total	4857.00	4857.00

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.



Department of Transport and Planning

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OWNERS CORPORATION 5
PLAN NO. PS641022P

The land in PS641022P is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 5, Lots N207, N208, N209, N210, N301, N302, N303, N304, N307, N308, N309, N310, N401, N402, N403, N404, N407, N408, N409, N410, N501, N502, N503, N504, N507, N508, N509, N510, N601, N602, N603, N604, N607, N608, N609, N610, N701, N702, N703, N704, N705, N706, N707, N708, N709, N710, N801, N802, N803, N804, N805, N806, N807, N808, N809, N810, N901, N902, N903, N904, N905, N906, N907, N908, N909, N910, N1001, N1002, N1003, N1004, N1005, N1006, N1007, N1008, N1009, N1010, N1101, N1102, N1103, N1104, N1105, N1106, N1107, N1108, N1109, N1110, N1201, N1202, N1203, N1204, N1205, N1206, N1207, N1208, N1209, N1210, N1301, N1302, N1303, N1304, N1305, N1306, N1307, N1308, N1309, N1310, N1401, N1402, N1403, N1404, N1405, N1406, N1407, N1408, N1409, N1410, N1501, N1502, N1503, N1504, N1505, N1506, N1507, N1508, N1509, N1510, N1601, N1602, N1603, N1604, N1605, N1606, N1607, N1608, N1609, N1610, N1701, N1702, N1703, N1704, N1705, N1706, N1707, N1708, N1709, N1710, N1801, N1802, N1803, N1804, N1805, N1806, N1807, N1808, N1809, N1810, N1901, N1902, N1903, N1904, N1905, N1906, N1907, N1908, N1909, N1910, N2001, N2002, N2003, N2004, N2005, N2006, N2007, N2008, N2009, N2010, N2101, N2102, N2103, N2104, N2105, N2106, N2107, N2108, N2109, N2110, N2201, N2202, N2203, N2204, N2205, N2206, N2207, N2208, N2209, N2210, N2301, N2302, N2303, N2304, N2305, N2306, N2307, N2308, N2309, N2310, N2401, N2402, N2403, N2404, N2405, N2406, N2407, N2408, N2409, N2410, N2501, N2502, N2503, N2504, N2505, N2506, N2507, N2508, N2509, N2510, N2601, N2602, N2603, N2604, N2605, N2606, N2607, N2608, N2609, N2610, N2701, N2702, N2703, N2704, N2705, N2706, N2707, N2708, N2709, N2710.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 8A, 346 BELMORE ROAD BALWYN EAST VIC 3103

AY909058V 12/03/2025

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. OC019838J 22/10/2013

Additional Owners Corporation Information:

OC019837L 22/10/2013

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.



Department of Transport and Planning

Owners Corporation Search Report

Produced: 30/06/2026 11:47:12 AM

OWNERS CORPORATION 5
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 5	0	0
Lot N207	36	36
Lot N208	36	36
Lot N209	38	38
Lot N210	40	40
Lot N301	54	54
Lot N302	54	54
Lot N303	36	36
Lot N304	64	64
Lot N307	49	49
Lot N308	38	38
Lot N309	36	36
Lot N310	36	36
Lot N401	54	54
Lot N402	54	54
Lot N403	37	37
Lot N404	62	62
Lot N407	50	50
Lot N408	38	38
Lot N409	36	36
Lot N410	36	36
Lot N501	54	54
Lot N502	55	55
Lot N503	37	37
Lot N504	53	53
Lot N507	50	50
Lot N508	38	38
Lot N509	36	36
Lot N510	36	36



Department of Transport and Planning

Owners Corporation Search Report

Produced: 30/06/2026 11:47:12 AM

OWNERS CORPORATION 5
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot N601	54	54
Lot N602	55	55
Lot N603	37	37
Lot N604	53	53
Lot N607	50	50
Lot N608	38	38
Lot N609	37	37
Lot N610	37	37
Lot N701	54	54
Lot N702	55	55
Lot N703	55	55
Lot N704	40	40
Lot N705	39	39
Lot N706	70	70
Lot N707	65	65
Lot N708	108	108
Lot N709	37	37
Lot N710	37	37
Lot N801	55	55
Lot N802	55	55
Lot N803	55	55
Lot N804	46	46
Lot N805	39	39
Lot N806	71	71
Lot N807	90	90
Lot N808	108	108
Lot N809	37	37
Lot N810	37	37
Lot N901	55	55



Department of Transport and Planning

Owners Corporation Search Report

Produced: 30/06/2026 11:47:12 AM

OWNERS CORPORATION 5
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot N902	55	55
Lot N903	55	55
Lot N904	46	46
Lot N905	39	39
Lot N906	66	66
Lot N907	90	90
Lot N908	109	109
Lot N909	37	37
Lot N910	37	37
Lot N1001	55	55
Lot N1002	56	56
Lot N1003	56	56
Lot N1004	47	47
Lot N1005	40	40
Lot N1006	67	67
Lot N1007	91	91
Lot N1008	109	109
Lot N1009	37	37
Lot N1010	37	37
Lot N1101	55	55
Lot N1102	56	56
Lot N1103	56	56
Lot N1104	47	47
Lot N1105	40	40
Lot N1106	67	67
Lot N1107	91	91
Lot N1108	109	109
Lot N1109	37	37
Lot N1110	37	37



Department of Transport and Planning

Owners Corporation Search Report

Produced: 30/06/2026 11:47:12 AM

OWNERS CORPORATION 5
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot N1201	55	55
Lot N1202	56	56
Lot N1203	56	56
Lot N1204	47	47
Lot N1205	40	40
Lot N1206	67	67
Lot N1207	91	91
Lot N1208	110	110
Lot N1209	37	37
Lot N1210	37	37
Lot N1301	56	56
Lot N1302	56	56
Lot N1303	56	56
Lot N1304	47	47
Lot N1305	46	46
Lot N1306	67	67
Lot N1307	91	91
Lot N1308	110	110
Lot N1309	37	37
Lot N1310	37	37
Lot N1401	56	56
Lot N1402	56	56
Lot N1403	56	56
Lot N1404	47	47
Lot N1405	46	46
Lot N1406	72	72
Lot N1407	92	92
Lot N1408	111	111
Lot N1409	37	37



Department of Transport and Planning

Owners Corporation Search Report

Produced: 30/06/2026 11:47:12 AM

OWNERS CORPORATION 5
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot N1410	37	37
Lot N1501	56	56
Lot N1502	57	57
Lot N1503	57	57
Lot N1504	48	48
Lot N1505	47	47
Lot N1506	72	72
Lot N1507	92	92
Lot N1508	112	112
Lot N1509	38	38
Lot N1510	38	38
Lot N1601	56	56
Lot N1602	57	57
Lot N1603	57	57
Lot N1604	48	48
Lot N1605	47	47
Lot N1606	72	72
Lot N1607	92	92
Lot N1608	112	112
Lot N1609	38	38
Lot N1610	38	38
Lot N1701	56	56
Lot N1702	57	57
Lot N1703	57	57
Lot N1704	48	48
Lot N1705	47	47
Lot N1706	72	72
Lot N1707	93	93
Lot N1708	113	113



Department of Transport and Planning

Owners Corporation Search Report

Produced: 30/06/2026 11:47:12 AM

OWNERS CORPORATION 5
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot N1709	38	38
Lot N1710	38	38
Lot N1801	57	57
Lot N1802	57	57
Lot N1803	57	57
Lot N1804	48	48
Lot N1805	47	47
Lot N1806	73	73
Lot N1807	93	93
Lot N1808	113	113
Lot N1809	38	38
Lot N1810	38	38
Lot N1901	57	57
Lot N1902	57	57
Lot N1903	57	57
Lot N1904	48	48
Lot N1905	47	47
Lot N1906	73	73
Lot N1907	99	99
Lot N1908	114	114
Lot N1909	38	38
Lot N1910	38	38
Lot N2001	57	57
Lot N2002	58	58
Lot N2003	58	58
Lot N2004	49	49
Lot N2005	48	48
Lot N2006	73	73
Lot N2007	100	100



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 5
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot N2008	114	114
Lot N2009	38	38
Lot N2010	38	38
Lot N2101	57	57
Lot N2102	58	58
Lot N2103	58	58
Lot N2104	49	49
Lot N2105	48	48
Lot N2106	73	73
Lot N2107	100	100
Lot N2108	115	115
Lot N2109	38	38
Lot N2110	38	38
Lot N2201	57	57
Lot N2202	58	58
Lot N2203	58	58
Lot N2204	49	49
Lot N2205	48	48
Lot N2206	73	73
Lot N2207	100	100
Lot N2208	115	115
Lot N2209	39	39
Lot N2210	39	39
Lot N2301	58	58
Lot N2302	58	58
Lot N2303	58	58
Lot N2304	49	49
Lot N2305	48	48
Lot N2306	74	74



Department of Transport and Planning

Owners Corporation Search Report

Produced: 30/06/2026 11:47:12 AM

OWNERS CORPORATION 5
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot N2307	100	100
Lot N2308	115	115
Lot N2309	39	39
Lot N2310	39	39
Lot N2401	58	58
Lot N2402	58	58
Lot N2403	58	58
Lot N2404	49	49
Lot N2405	48	48
Lot N2406	74	74
Lot N2407	101	101
Lot N2408	115	115
Lot N2409	39	39
Lot N2410	39	39
Lot N2501	58	58
Lot N2502	59	59
Lot N2503	59	59
Lot N2504	50	50
Lot N2505	49	49
Lot N2506	74	74
Lot N2507	101	101
Lot N2508	116	116
Lot N2509	39	39
Lot N2510	39	39
Lot N2601	58	58
Lot N2602	59	59
Lot N2603	59	59
Lot N2604	50	50
Lot N2605	49	49



Department of Transport and Planning

Owners Corporation Search Report

Produced: 30/06/2026 11:47:12 AM

OWNERS CORPORATION 5
PLAN NO. PS641022P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot N2606	74	74
Lot N2607	101	101
Lot N2608	116	116
Lot N2609	39	39
Lot N2610	39	39
Lot N2701	60	60
Lot N2702	61	61
Lot N2703	61	61
Lot N2704	50	50
Lot N2705	49	49
Lot N2706	74	74
Lot N2707	102	102
Lot N2708	117	117
Lot N2709	40	40
Lot N2710	40	40
Total	14569.00	14569.00

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.

Property Information

Building Act 1993, Building Regulations 2018, Regulation 51.



CITY OF MELBOURNE

GPO Box 1603

Melbourne VIC 3001

Telephone (03) 9658 9658

DX210487

ABN 55 370 219 287

14 July 2026

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Unit 3002, Level 30, 231 Harbour Esplanade, DOCKLANDS VIC 3008

Thank you for your building property application received 10 Jul 2026. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

There are no Building Permits issued within the last 10 years.

Outstanding Building Notices or Orders

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

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

Building Team – Planning and Building Branch

Telephone (03) 9658 9658

Email building@melbourne.vic.gov.au

Web www.melbourne.vic.gov.au

Your Ref 81144573-001-4

Our Ref 267073

Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 51 of the *Building Regulations 2018*.
2. **Swimming pool and spa safety barriers**
Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.
3. **Self contained smoke alarms**
Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.
For further information please contact Council's Building Control team on 9658 9658.

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



*** Delivered by the LANDATA® System, Department of Transport and Planning ***

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Client Reference: 405845

NO PROPOSALS. As at the 16th July 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 3002 Level 30 231 HARBOUR ESPLANADE, DOCKLANDS 3008
CITY OF MELBOURNE

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 16th July 2026

[Vicroads Certificate] # 81144572 - 81144572091659 '405845'

PROPERTY REPORT

Created at 15 July 2026 02:54 PM

PROPERTY DETAILS

Address: **3002/231 HARBOUR ESPLANADE DOCKLANDS 3008**

Lot and Plan Number: **Lot 3002 PS641022**

Standard Parcel Identifier (SPI): **3002\PS641022**

Local Government Area (Council): **MELBOURNE**

Council Property Number: **648431**

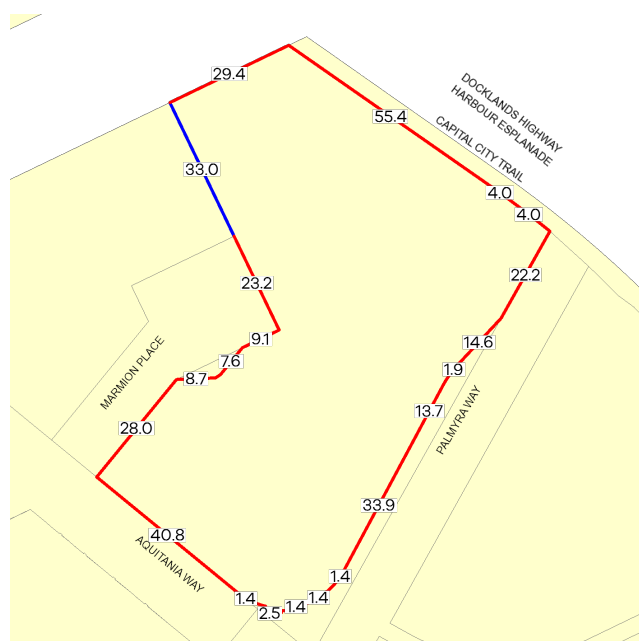
Directory Reference: **Melway 2E F3**

www.melbourne.vic.gov.au

Note: There are 622 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: 6357 sq. m

Perimeter: 372 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.

26 overlapping dimension labels are not being displayed

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 avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

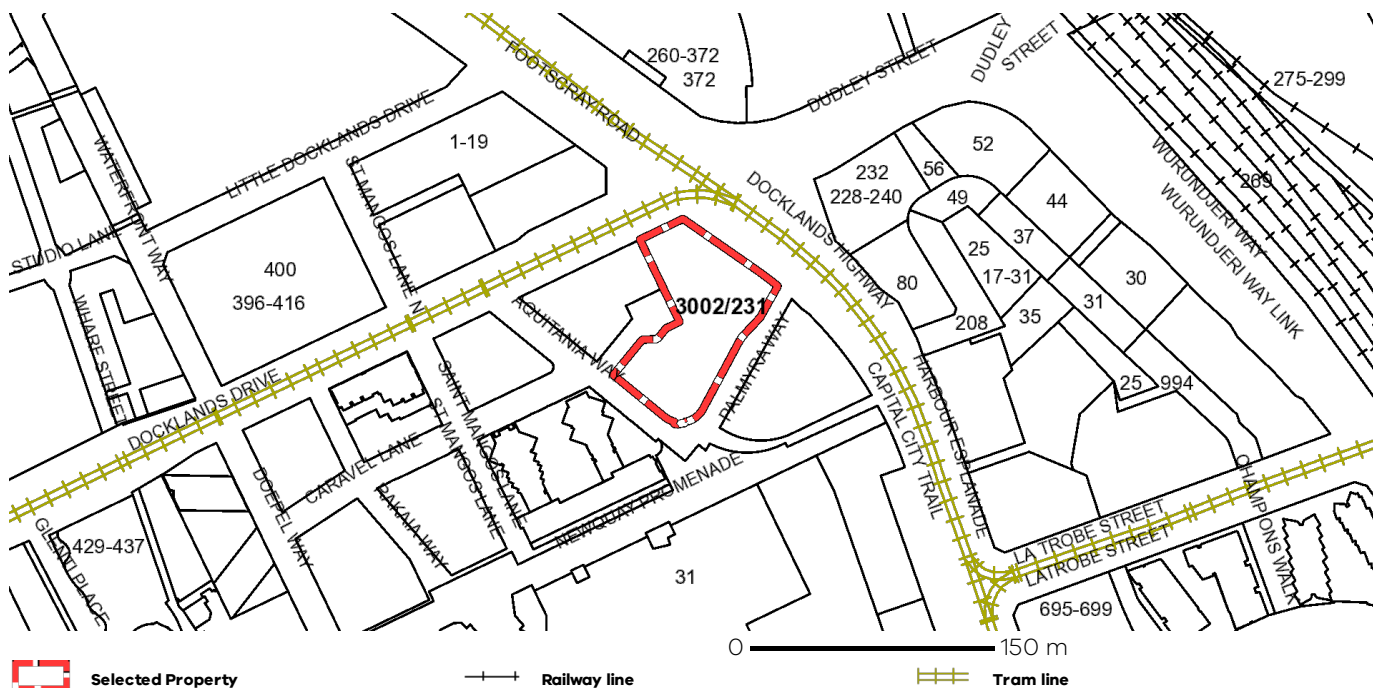
The Planning Property Report for this property can found here - [Planning Property Report](#)

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>

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 15 July 2026 02:55 PM

PROPERTY DETAILS

Address: **3002/231 HARBOUR ESPLANADE DOCKLANDS 3008**

Lot and Plan Number: **Lot 3002 PS641022**

Standard Parcel Identifier (SPI): **3002\PS641022**

Local Government Area (Council): **MELBOURNE**

Council Property Number: **648431**

Planning Scheme: **Melbourne**

Directory Reference: **Melway 2E F3**

www.melbourne.vic.gov.au

[Planning Scheme - Melbourne](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **MELBOURNE**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

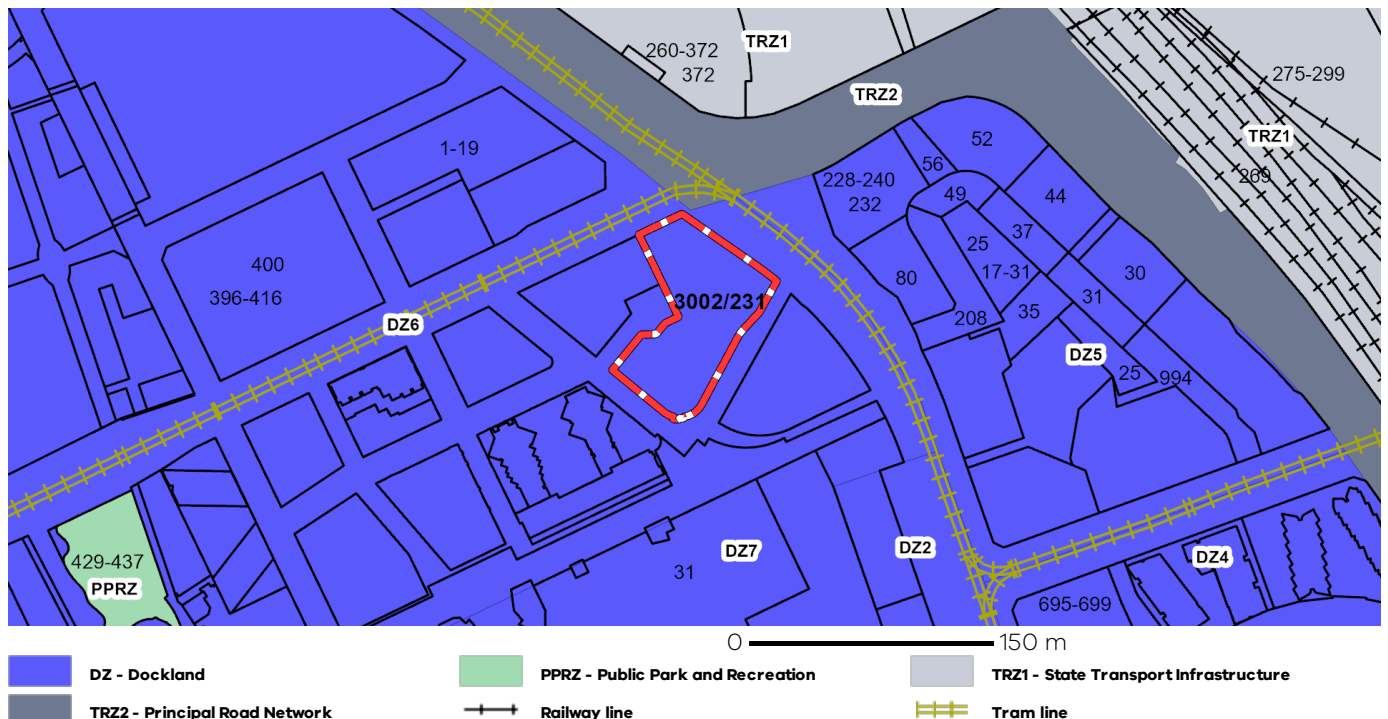
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[DOCKLANDS ZONE \(DZ\)](#)

[DOCKLANDS ZONE - SCHEDULE 6\(DZ6\)](#)



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: 3002/231 HARBOUR ESPLANADE DOCKLANDS 3008

Page 1 of 5

Planning Overlays

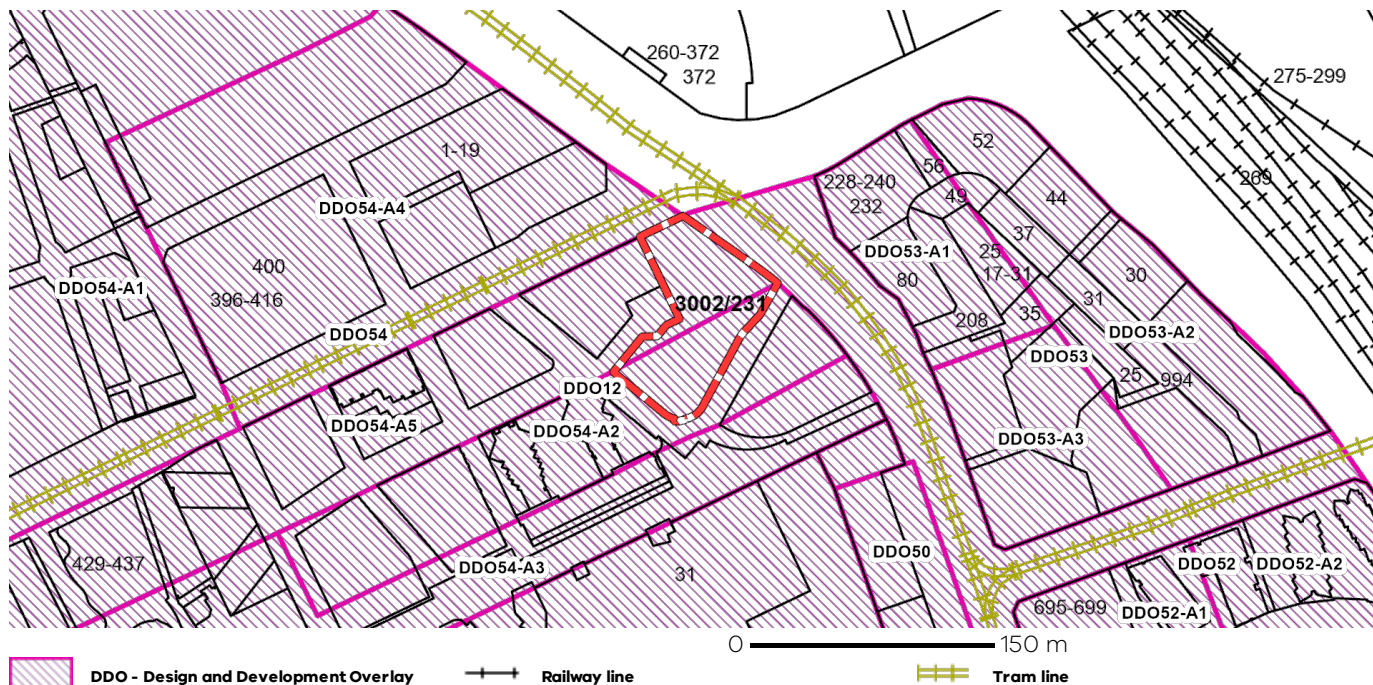
[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 12 \(DDO12\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 54 \(DDO54\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 54 \(AREA 2\) \(DDO54-A2\)](#)

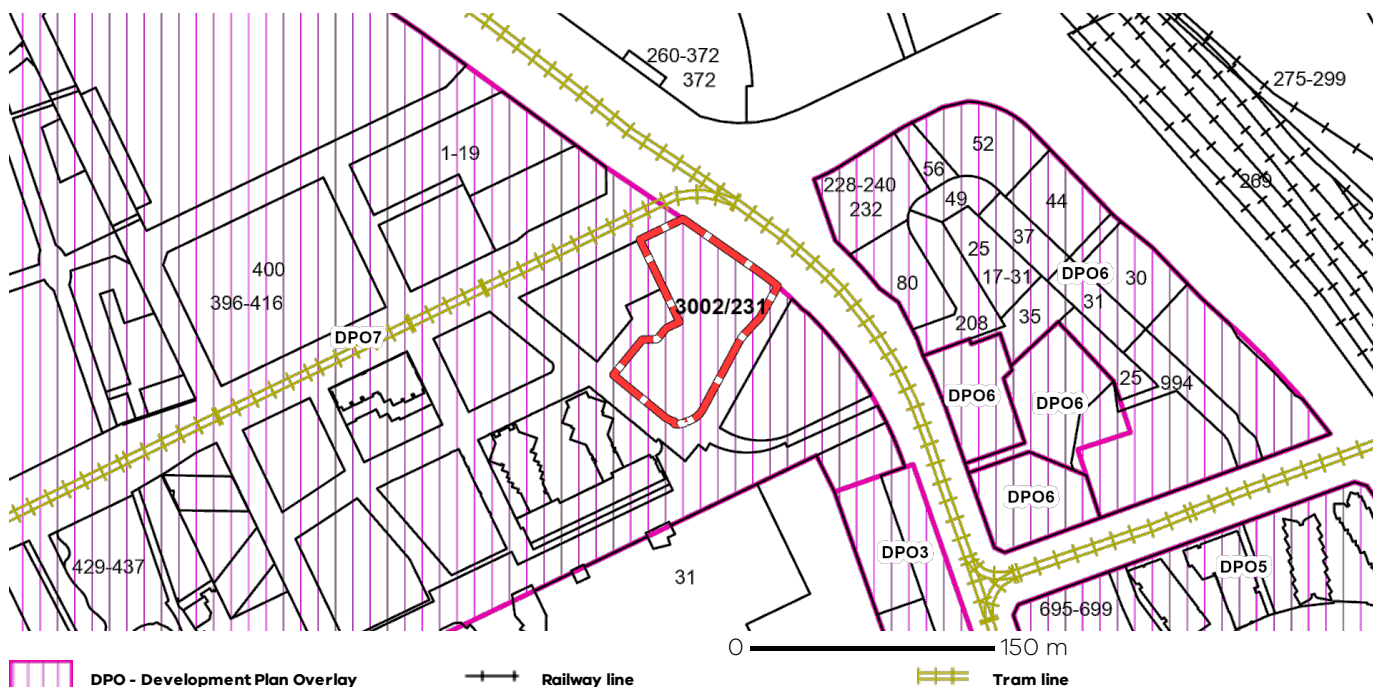
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 54 \(AREA 5\) \(DDO54-A5\)](#)



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

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 7 \(DPO7\)](#)



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

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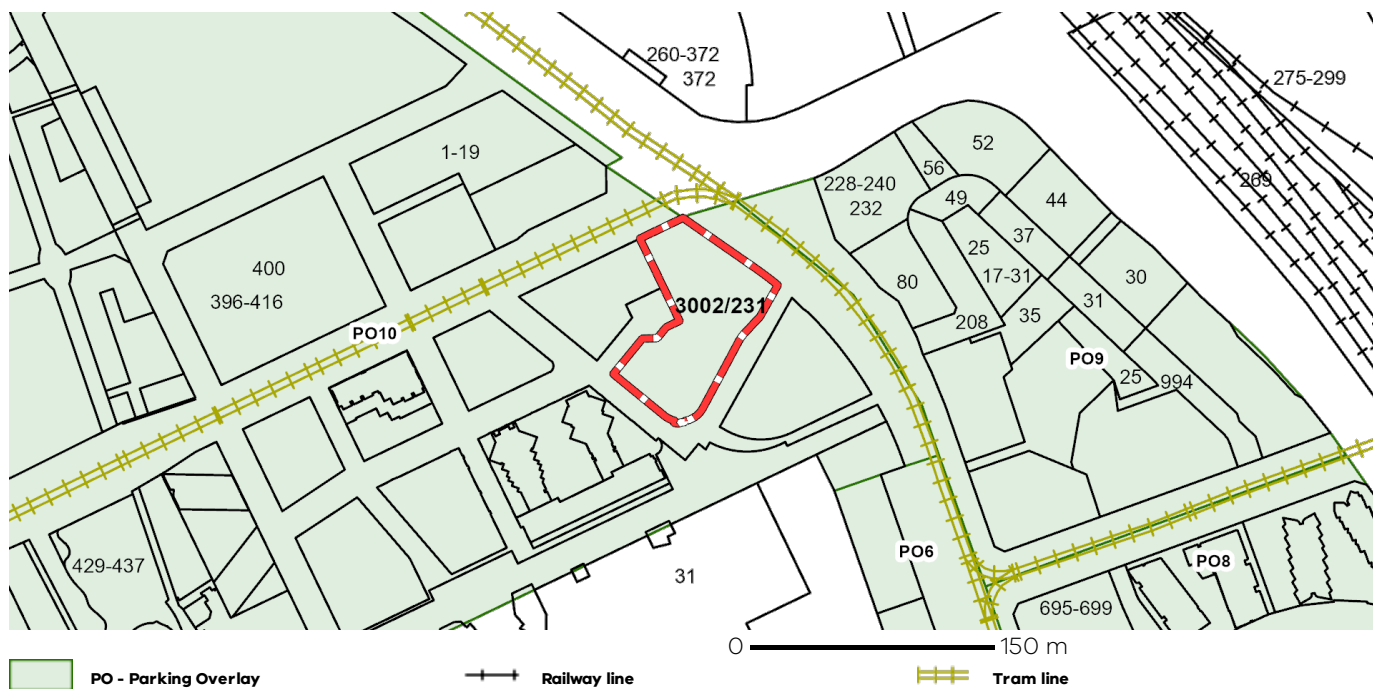
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 10 SCHEDULE \(PO10\)](#)



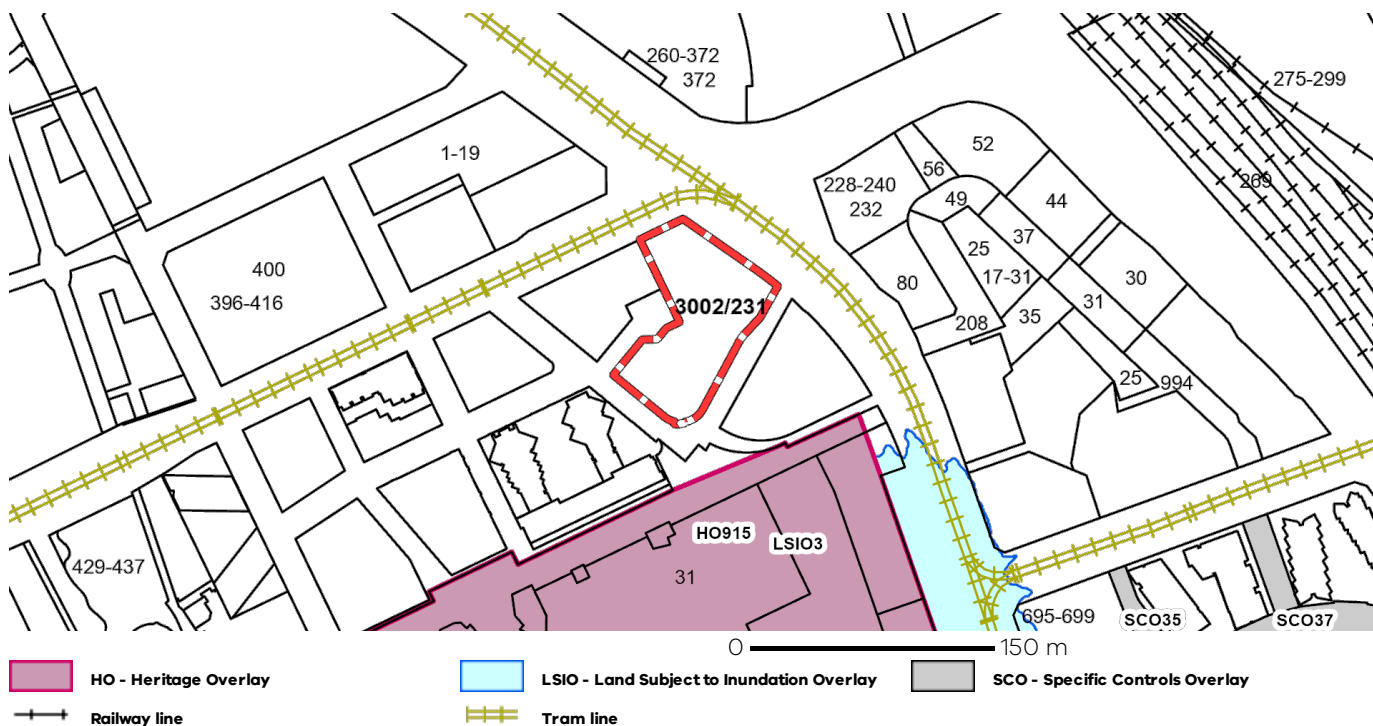
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



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Further Planning Information

Planning scheme data last updated on 14 July 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.vic.gov.au/vicplan/>

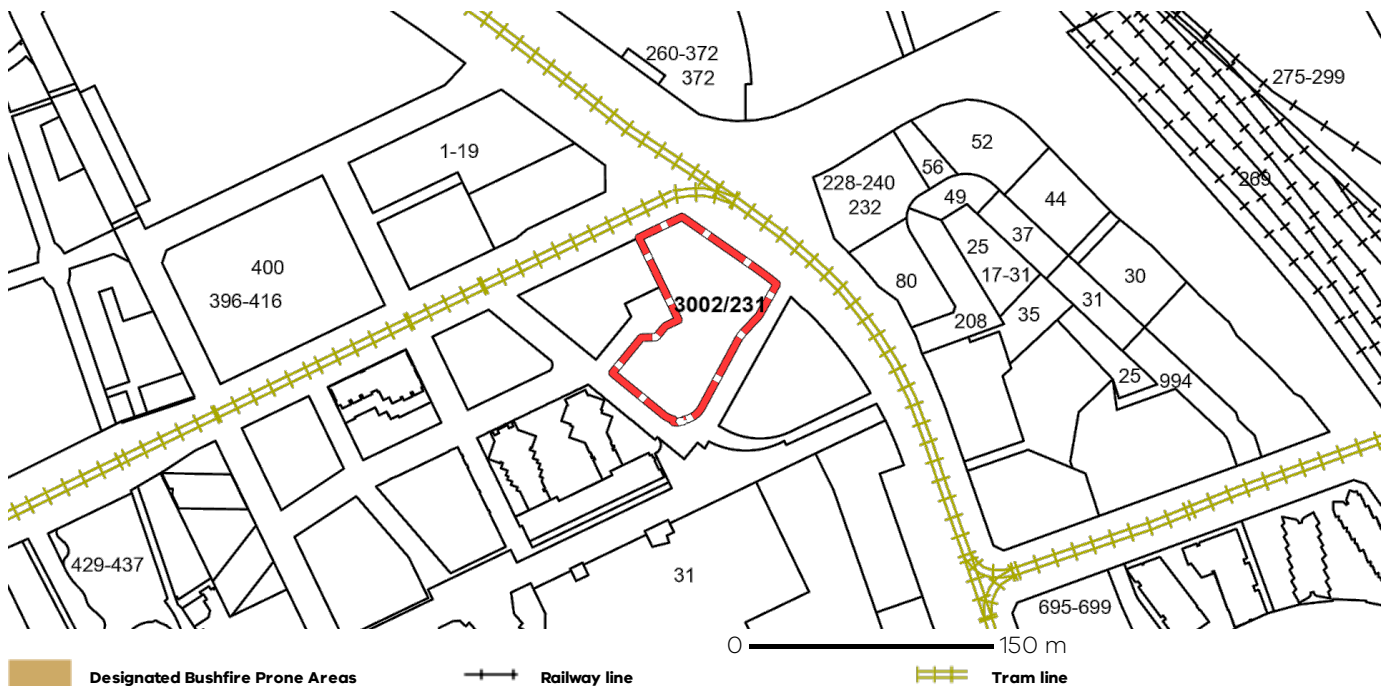
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

81144574-001-3

Statement number

6508793694

Date of Issue 10 Jul 2026**Total amount**

\$4,152.27

Total amount to end of June 2027 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2027 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address UN 3002/231 HARBOUR ESPLANADE, DOCKLANDS VIC 3008

Property number 7470830000

Lot on Plan 3002\PS641022

Comments

Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billers code: **8789**

Ref: **93858100005**

Go to **bpay.com.au**

@Registered to BPAY
Pvt Ltd

ABN 69 079 137 518



Post Billpay

Australia Post

Billpay code: **0362**

Ref: **0938 5810 0009**

Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app



*362 093858100009

Annual Charges

Service charges

	Annual charge FY 2026 - 27	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$242.34	Quarterly	\$0.00	\$0.00
Residential Sewer Service Charge	\$325.98	Quarterly	\$0.00	\$0.00
Parks	\$92.26	Quarterly	\$0.00	\$0.00
Waterways and Drainage	\$130.56	Quarterly	\$0.00	\$0.00
Total annual charges	\$791.14		\$0.00	\$0.00

Other charges and adjustments

Service charges owing for previous financial years	\$3,361.13
Volumetric charges owing to 13/08/2024	\$0.00
Adjustments	\$0.00
Total charges and adjustment	\$2,088.09

Outstanding charges

Current balance	\$2,088.09
Plus remainder service charges to be billed	\$2,064.18

Total charges **\$4,152.27**

Volumetric Charges

Please note the water meter on this property was last read on 13/08/2024. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 13/08/2024 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$0.00 per day

Volumetric Charges

Please note, this property was recorded as having been occupied by a tenant from 09/03/2025 and this statement does not include any volumetric charges from this date.

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

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

The Victorian Coastal Strategy identifies the need to plan for sea level rise of not less than 0.8 metres by 2100 when assessing risks and impacts associated with climate change. Melbourne Water, as the relevant floodplain management authority has identified that this property may be affected by increases to the mean sea level of Port Phillip Bay / Western Port. For further information please phone Melbourne Water on 131722.

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

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

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

General Information

If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement-gww.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,



Terence Alvares

General Manager, Customer Experience

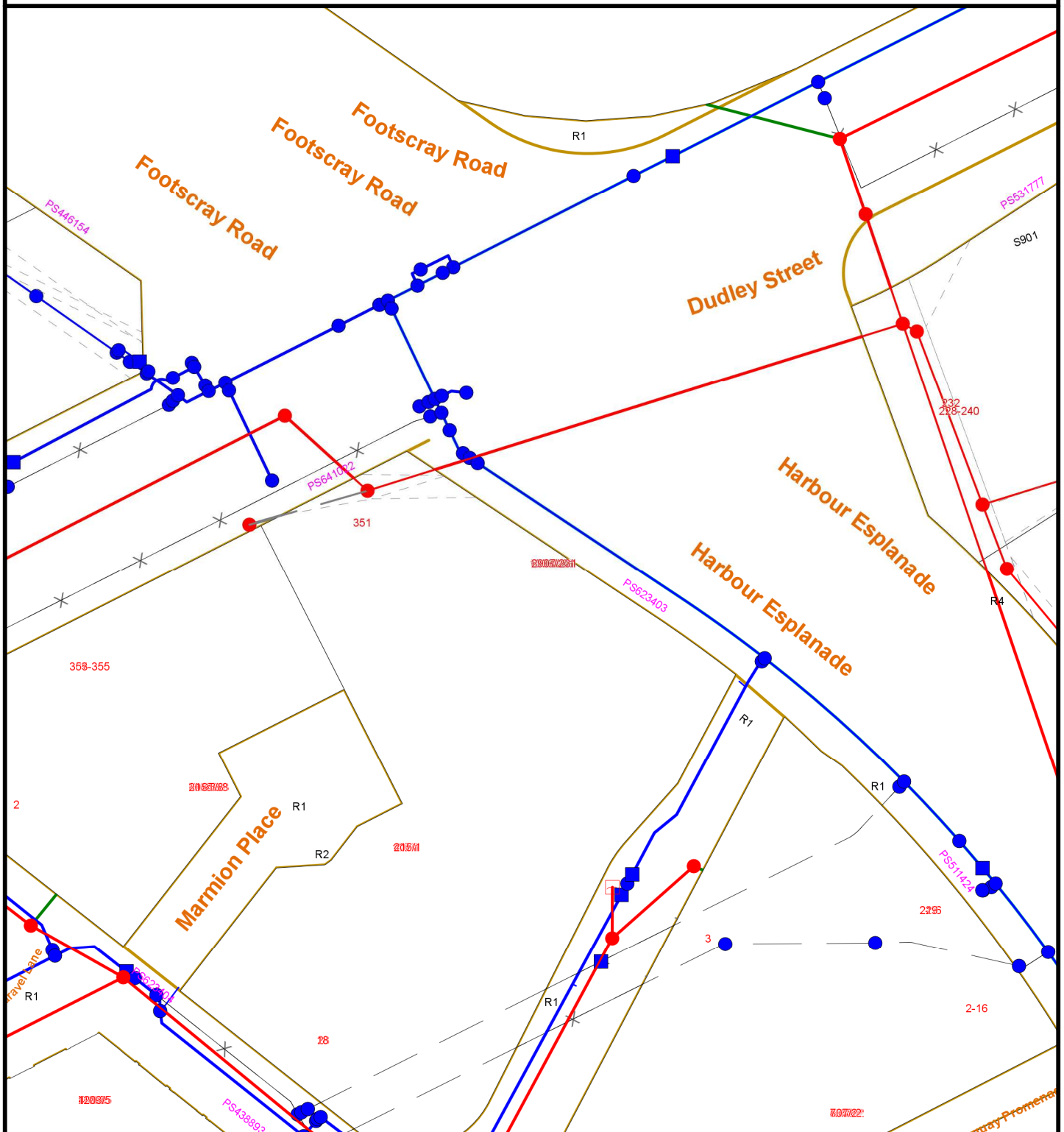
INFORMATION STATEMENT PLOT

Address :

UN 3002/231 HARBOUR ESPLANADE DOCKLANDS 3008

Reference :

PID000380747



Scale 1:1000
Printed on : 10/07/2026

Water Main DOES traverse property
Sewer Main DOES traverse property



Greater Western Water
36 Macedon St,
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

— Water Potable
— Water Recycled
— Sewer Main
— Abandoned Main

● Maintenance Shaft
□ Inspection Shaft
● Node / Valve
■ Hydrant



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

CITY OF MELBOURNE
LAND INFORMATION CERTIFICATE
(SECTION 121 LOCAL GOVERNMENT ACT 2020)

CERTIFICATE NO: 235505
DATE OF ISSUE: 13-Jul-2026
YEAR ENDING: 30-Jun-2027

- 1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by-law of the council.
- 2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

Property situated at: Unit 3002, Level 30, 231 Harbour Esplanade, DOCKLANDS VIC 3008

Legal Description: Lot 3002 PS641022P CT-11458/697

Valuation Date: 01-Jul-2026

Assessment No: 213280 1

Net Annual Value: 26,000 **Capital Improved Value:** 520,000 **Site Value:** 50,000

Owner recorded by Council: Yanchao Liu

RATES AND CHARGES
for the period 01/07/2026 to 30/06/2027

	Balance Owing
General Rates	\$ 1,034.70
Emergency Services and Volunteers Fund	\$ 228.96
Waste Services	\$ 392.00
Town Rate Arrears	\$ 393.11
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ 0.00

TOTAL DUE **\$ 2,048.77**

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

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

How to Pay

By Mail

To GPO Box 2158
Melbourne Vic 3001

In person

Melbourne Town Hall
Business Hours
Monday to Friday
Cash Payments not
accepted. Card payment
available.

Phone and Internet

Mastercard or Visa only

Tel: Call 1300 130453
Internet: www.melbourne.vic.gov.au/rates



Billers code: 79616
Ref: 102132801

OTHER INFORMATION

Local Government (General) Regulations

13(1)(d)(v)	Money owed for works under the Local Government Act 1958	Nil
13(1)(d)(vi)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
13(1)(d)(vii)	Potential liability for land to become rateable under section 173 or 174A of the act	N/A
13(1)(d)(viii)	any money owed in relation to land under section 94(5) of the Electricity Industry act 2000	N/A
13(1)(d)(ix)	Any outstanding amount required to be paid for recreational purposes or any transfer of land to the council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
13(1)(d)(x)	Money owed under Section 227 of the Local Government Act 1989	Nil
13(1)(d)(xi)	any environmental upgrade charge in relation to the land which is owed under section 27O of the City of Melbourne Act 2001	N/A
13(1)(e)	any notice or order on the land has continuing application under the Act, the Local Government Act 1958 or under a local law of the Council and, if so, the details of the notice or order	N/A



Applicants Reference 81144571-001-6:267072

Authorised Officer _____

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

For inquiries regarding this certificate:

Phone: 9658 9759
Email: rates@melbourne.vic.gov.au

To lodge Notice of Acquisition/Disposition

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

Property Clearance Certificate

Land Tax



INFOTRACK / HIWAYS LAWYERS

Your Reference:	2600378
Certificate No:	10441049
Issue Date:	10 JUL 2026
Enquiries:	ESYSPROD

Land Address:	UNIT 3002, 231 HARBOUR ESPLANADE DOCKLANDS VIC 3008
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
40927032	3002	641022	11458	697	\$1,000.00

Vendor: YANCHAO LIU
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
YANCHAO LIU	2026	\$50,000	\$500.00	\$0.00	\$500.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

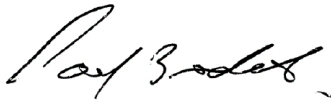
Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
YANCHAO LIU	2025	\$500.00	\$0.00	\$500.00

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$540,000
SITE VALUE (SV):	\$50,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,000.00



Notes to Certificate - Land Tax

Certificate No: 10441049

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$50,000

Calculated as \$500 plus (\$50,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,400.00

Taxable Value = \$540,000

Calculated as \$540,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 10441049

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 10441049

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / HIWAYS LAWYERS

Your Reference: 2600378

Certificate No: 10441049

Issue Date: 10 JUL 2026

Enquires: ESYSPROD

Land Address: UNIT 3002, 231 HARBOUR ESPLANADE DOCKLANDS VIC 3008

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40927032	3002	641022	11458	697	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$540,000

SITE VALUE: \$50,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10441049

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / HIWAYS LAWYERS

Your Reference:	2600378
Certificate No:	10441049
Issue Date:	10 JUL 2026

Land Address: UNIT 3002, 231 HARBOUR ESPLANADE DOCKLANDS VIC 3008

Lot	Plan	Volume	Folio
3002	641022	11458	697

Vendor: YANCHAO LIU
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 10441049

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 10441046 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 10441046 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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**Owners
Corporation
Consultants &
Managers**

ABN 58 615 067 046
M PO Box 4158, Balwyn East VIC 3103
P (03) 8840 7022
E info@occm.com.au
W www.occm.com.au

OWNERS CORPORATION CERTIFICATE

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation Plan No: PS 641022P-1
Building Address: 349-351 Docklands Drive, 231-245 Harbour Esplanade, 16-32 Aquitania Way & 2-14 Palmyra Way, Docklands
Applicant for the certificate: InfoTrack on behalf of Hiways Lawyers
Address for Delivery of Certificate: Level 5, 271 Spring Street, Melbourne VIC 3000
Date application was received: The 3rd day of July 2026
Date certificate is issued: The 9th day of July 2026

**This certificate is issued for Lot 3002 on Plan of Subdivision No. PS 641022P-1
Postal Address: Unit 3002/231 Harbour Esplanade Docklands Vic 3008**

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

- 1) The current fees for the above lot are **\$1,481.74** per quarter.
- 2) The date up to which the fees for the lot have been paid is **31/10/23**. This is for the levy period of 01/08/23 to 31/10/23.
- 3) Total unpaid fees and levies are **\$19,538.16** inclusive of interest as at this day totalling \$901.28
- 4) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are as follows:

A Special Levy for ***Refund the Owners Corporation for debt recovery expenses*** was struck due and payable on 27/05/26 for the amount of **\$2,219.50**. This amount remains **unpaid**.

A Special Levy for ***Refund the Owners Corporation for debt recovery expenses*** was struck due and payable on 03/03/26 for the amount of **\$831.82**. This amount remains **unpaid**.

A Budget Adjustment levy was struck due and payable on 30/06/25 for the amount of **\$204.60**. This amount remains **unpaid**

A Special Levy for ***Refund the Owners Corporation for debt recovery expenses*** was struck due and payable on 11/06/25 for the amount of **\$900.06**. This amount remains **unpaid**.

A Special Levy for ***Refund the Owners Corporation for debt recovery expenses*** was struck due and payable on 22/10/24 for the amount of **\$112.00**. This amount remains **unpaid**.

A Special Levy for ***Charge of arrears notice dated 12/09/2024*** was struck due and payable on 12/09/24 for the amount of **\$72.60**. This amount remains **unpaid**.

A Special Levy for ***Charge of arrears notice dated 27/08/2024*** was struck due and payable on 27/08/24 for the amount of **\$33.00**. This amount remains **unpaid**.

A Special Levy for ***Interest to 20/12/23*** was struck due and payable on 20/12/23 for the amount of **\$9.38**. This amount remains **unpaid**.

- 5) Repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (1) to (4) above are as follows:

None known of at this date

- 6) The Owners Corporation holds the following insurance cover:

Insurer	Chubb Insurance Australia Limited
Policy Number	93210519
Period of Insurance	18/09/2025 to 18/09/2026

Policies Selected:

Building & Common Property	\$518,175,000
Common Contents	\$5,181,750
Machinery Breakdown	\$100,000
Consequential Loss Insurance	\$77,726,250
Property Damage Insurance & Consequential Loss Insurance Limit of Liability	\$601,083,000
Crime Insurance	\$100,000
General Liability – Personal Injury (in respect of any one occurrence)	\$20,000,000
General Liability – Property Damage (in respect of any one occurrence)	\$20,000,000
Management Committee Liability	\$5,000,000
Audit Expenses	\$30,000
Appeal Expenses	\$150,000
Voluntary Workers (Accident each occurrence limited)	\$200,000
Voluntary Workers (Accident aggregate limit)	\$200,000

The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.

- 7) The total funds held by the Owners Corporation as at this date are as per the attached balance sheet.
- 8) Liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (1) to (5) above are as follows:

None known of at this date

- 9) Details of any current contracts, leases, licences or agreements affecting the common property for the owners corporation are as follows:

- i. The Owners Corporation by Special Resolution has exercised Section 14 of the OCA 2006 to Allow the Owners Corporation to enter in to Leases and Licences for the use of the common property for the purposes of:
 - The owners corporation has entered into a lease over the part of common property for the purpose of an electricity substation with Citipower Pty.
 - A Section 173 Agreement exists between the owners corporation and Melbourne City Council

- A Section 173 Agreement exists between the owners corporation and Urban Renewal Authority Victoria
- The owners corporation has entered into an Outdoor Seating Licence with the Owner of Lot N1R.
- The owners corporation has entered into an Outdoor Seating Licence with the Owner of Lot S8
- The owners corporation has entered into an Outdoor Seating Licence with the Owner of Lot S11
- The owners corporation has entered into a Construction Access Licence with The Quays Towers Pty Ltd
- The owners corporation has entered into a Services Agreement & Licence with Metro Real Estate Services Pty Ltd
- The owners corporation has entered into a Short Stay Licence with Metro Real Estate Services Pty Ltd
- The owners corporation has entered into a Shared Facilities Licence with Metro Real Estate Services Pty Ltd

Further, please note the Quays is a unique Melbourne property which has successfully restricted short stay use within the building, please see sheets 55 & 56 of the Plan of Subdivision where the restriction is detailed and please reference VCAT case number OC934/2019 where the restriction was successfully upheld.

- ii. The Owners Corporation by Special Resolution has exercised Section 15 of the OCA 2006 to Allow the Owners Corporation to enter into Leases and Licences for the acquisition of private property for use as Common property for the following:
 - None known of at this date
- iii. The Owners Corporation has entered into contractual agreements for the following:
 - Owners Corporation Manager
 - Electricity Embedded Network
 - Foxtel
 - Cleaning Contractor
 - Building Management (including Building Officers and Security Guards)
 - Hydraulics Services
 - Fire Protection/ ESM
 - Lift Maintenance
 - Pest Control
 - Garage Door Services
 - Towing Agreement
 - Waste Management



Particulars of all Licences, Leases and Contracts are contained within the applicable Licences, Leases and Contracts. Copies of the Licences, Leases and Contracts will be kept by the Owners Corporation Manager for record keeping purposes.

- 10) The owners corporation has no current agreements to provide services to lot owners, occupiers or the public for a fee except for the following:

None known of at this date

- 11) There are no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except for the following:

None known of at this date

- 12) There are no legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings except for the following:

None known of at this date

- 13) The Owners Corporation has resolved to appoint the following manager:

OCC Management Pty Ltd
PO Box 4158
BALWYN EAST VIC 3103
Contact: info@occm.com.au

- 14) No proposal has been made for the appointment of an administrator.

- 15) The documents that are attached to this owners corporation certificate are:

- The minutes of the last Annual/Special General Meeting held 16/05/2023 are attached, noting that an Annual General Meeting was held 04/09/2024, as the minutes have not been finalised at this time, we are unable to attach these and these will be circulated once completed.
- A copy of the consolidated rules registered at Land Victoria
- A copy of the balance sheet for the owners corporation as at this date
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"

Further 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:

OCC Management Pty Ltd
info@occm.com.au



Dated: **9 July 2026**

The common seal of owners corporation plan no. PS 641022P-1 was affixed in accordance with Section 20 of the *Owners Corporations Act 2006* and in the presence of:

A handwritten signature in blue ink, appearing to read 'A Healy', is written over a faint, circular, light blue watermark that contains the text 'Common Seal'.

Aaron Healy

For and on behalf of OCC Management Pty Ltd

OCC Management Pty Ltd., PO Box 4158 Balwyn East VIC 3103

Phone: 03 8840 7022. E. info@occm.com.au





The Quays

231-245 Harbour Esplanade, Docklands VIC 3008

PLAN OF SUBDIVISION PS 641022P Owners Corporations 1, 2, 3 & 5

MINUTES OF ANNUAL GENERAL MEETING

Held Concurrently on **Thursday 19th February 2026** at 6:00pm

Hybrid, In Person in the Quays Level 1 Library

& Online via the Zoom Meetings Application

Attendance

The following members were in attendance:

Lot Owner	Lot Number	Participating For
Tristan McNaught & Jessica Carrillo	N410	OC1 & OC5
Valentino & Susan Audino	N502	OC1 & OC5
Bree Cromie	602	OC1 & OC3
Wei Xiong (<i>Proxy</i>)	H604	OC1 & OC2
Azra Alatovic & Darrin Southern	N808	OC1 & OC5
Daniela Schroeder & Kai Kleen	N906	OC1 & OC5
Gordon & Jeanette Thompson	1106	OC1 & OC3
Natalie Coe	N1309	OC1 & OC5
Stefania & Luca Morandini	N1407	OC1 & OC5
Verna Ruby Liddle	1502	OC1 & OC3
Emma Mullins	1607	OC1 & OC3
Santosh & Nita Kanade	1805	OC1 & OC3
David Perkovic	N1903	OC1 & OC5
Shane & Suzanne Mason	2104	OC1 & OC3
Elizaveta Konovalova	2110	OC1 & OC3
Norberto & Ma Jonalyn Capistrano	2201	OC1 & OC3
Nicole Hall	N2301	OC1 & OC5
Yuyang Mao	N2701	OC1 & OC5
Aakash Pujare & Ankita Gurbaxani	2810	OC1 & OC3

Proxies

The following members were in attendance by proxy:

Lot Owner	Lot Number	Participating For	In Favour Of
John Bajor & Judith Anne Bajor	N402	OC1 & OC5	Verna Liddle
Joseph Marmara	N409	OC1 & OC5	Verna Liddle
Slawomira Hetnal	807	OC1 & OC3	Verna Liddle
Priscilla Emma Heathwood	1008	OC1 & OC3	Verna Liddle
Michael Mckay & Angelita Tadena	N2004	OC1 & OC5	Verna Liddle
Michael Mckay & Angelita Tadena	2102	OC1 & OC3	Verna Liddle
Imogen Corrie	N2103	OC1 & OC5	Verna Liddle
James Liddle	2107	OC1 & OC3	Verna Liddle
Tracey Milne	N2503	OC1 & OC5	Verna Liddle
Roy John Tarling & Janice Christine Tarling	2606	OC1 & OC3	Verna Liddle
Santa DeLuca	2704	OC1 & OC3	Verna Liddle
Anthony DeLuca	2804	OC1 & OC3	Verna Liddle

Gregory William Shand & Janis Edna Lambden	3108	OC1 & OC3	Verna Liddle
Kristie Lee Ball	905	OC1 & OC3	Ben Ball
Cinnamon Fund Pty Ltd	S12	OC1	Wei Xiong
Etiennette Holdings Pty Ltd	S13	OC1	Wei Xiong
W & A Abdo Nominees Pty Ltd	S15	OC1	Wei Xiong
Skye Celeste Cristal Bevy	H305	OC1 & OC2	Wei Xiong
Skye Celeste Cristal McNeill	H505	OC1 & OC2	Wei Xiong
Junxiz Fu	H604	OC1 & OC2	Wei Xiong
Junxia Fu	H612	OC1 & OC2	Wei Xiong
Anthony Patrick Boylan & Hannah Jade Boylan	906	OC1 & OC3	Wei Xiong
Fangling Ma	N2108	OC1 & OC5	Wei Xiong
Zhiqing Zheng	N2308	OC1 & OC5	Wei Xiong
Jun Wu & Jianmei Jin	N2608	OC1 & OC5	Wei Xiong

In Attendance by Invitation

Aaron Healy	Owners Corporation Manager	Representing OCC Management
Penny Johnson	Senior Accounts Manager	Representing OCC Management
Ashleigh Britnell	Accounts Manager	Representing OCC Management
Bill Khan	Building Manager	Representing Facility Management Victoria
Jonathan Obonaga	Operations Manager	Representing Facility Management Victoria

1. Electronic Voting

Owners Corporation No. 1, 2, 3 & 5 resolved to proceed with Electronic Voting via *Survey Monkey* and the results will be contained within the minutes of the Meeting.

2. Meeting to Run Concurrently for Owners Corporations 1, 2, 3 & 5

Owners Corporation No. 1, 2, 3 & 5 resolved that the Annual General Meetings for the Unlimited and Limited Owners Corporations will run concurrently.

Establish Quorum

For **Owners Corporation 1**, there were 43 of the 622 lots present in person or by proxy at the meeting totalling 6.9%. Owners Corporation No. 1 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) **was not** present.

For **Owners Corporation 2**, there were 4 of the 96 lots present in person or by proxy at the meeting totalling 4.2%. Owners Corporation No. 2 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) **was not** present.

For **Owners Corporation 3**, there were 19 of the 275 lots present in person or by proxy at the meeting totalling 6.9%. Owners Corporation No. 3 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) **was not** present.

For **Owners Corporation 5**, there were 17 of the 246 lots present in person or by proxy at the meeting totalling 6.9%. Owners Corporation No. 5 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) **was not** present.

Pursuant to s. 77 Owners Corporations Act 2006, the quorum of an Owners Corporation is 50% of lot entitlement.

The meeting proceeded noting that the resolutions made in this meeting pertaining to Owners Corporation No. 1, 2, 3 & 5 are interim decisions.

The Minutes of the Annual General Meeting have been circulated within 14 days of the meeting and will become binding on 29 days after the meeting, unless Members representing 25% of the lot entitlement for any of the Owners Corporations petition for a further meeting within 28 days of the meeting.

4. Appointment of Chairperson for the Meeting

Owners Corporation No. 1, 2, 3 & 5 resolved to appoint Mr Aaron Healy as the Chairperson of the meeting.

5. Accept Minutes of the previous Annual General Meeting

Owners Corporation No. 1, 2, 3 & 5 resolved that the Minutes of the Annual General Meeting held on 29th April 2025 be taken as read and confirmed as a true and correct record of the meeting.

6. Owners Corporation Manager's Report

Owners Corporation No. 1, 2, 3 & 5 acknowledged the Manager's Report as presented.

7. Owners Corporation Committee Report

Owners Corporation No. 1, 2, 3 & 5 acknowledged the Committee Report as presented.

8. Review of Insurance Cover

Owners Corporation No. 1 accepted and endorsed the components of the insurance policy as outlined in the Certificate of Currency attached to the Notice of Meeting and that a copy of the Product Disclosure Statement (PDS) and a copy of the Financial Services Guide (FSG) is available from the Manager upon request.

Owners Corporation No. 1 acknowledged that OCC Management Pty Ltd is an Authorised Representative of *Whitbread Insurance Brokers Pty Ltd* and is qualified to give general advice and factual advice about insurance, not personal advice.

Owners Corporation No. 1 acknowledged that the Owners Corporation Manager can renew the Building Insurance should Owners not respond to the Renewal Ballot in a timely manner.

Owners Corporation No. 1 acknowledged that the Owners Corporation Manager is authorised to raise a levy to fund the insurance premium if there are insufficient funds to meet the insurance premium expenditure to ensure that the Owners Corporation have insurance cover that meets the requirements of the Owners Corporation Act 2006.

9. Insurance Valuation

Owners Corporation No. 1 acknowledged that the last Insurance Valuation was obtained on 23 August 2022 and agrees to have the valuation renewed by August 2027.

10. Insurance Claims & Excess

Members resolved that the payment of the excess imposed on all claims will be:

- (a) For claims made on the Owners Corporation insurance, the excess is payable by the proprietor or occupier making the claim unless otherwise agreed in advance by the Owners Corporation.
- (b) The Owners Corporation will only be responsible for the excess on an insurance claim where the damage or insurable event has been caused by an act or omission on or from common property or a common property service.
- (c) A Lot Owner will be liable for payment of the excess on an insurance claim where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

11. Financial Accounts

11.1. Owners Corporation No. 1

Owners Corporation No. 1 acknowledged that the Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation No. 1.

11.2. Owners Corporation No. 2

Owners Corporation No. 2 acknowledged that the Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation No. 2.

11.3. Owners Corporation No. 3

Owners Corporation No. 3 acknowledged that the Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation No. 3.

11.4. Owners Corporation No. 5

Owners Corporation No. 5 acknowledged that the Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation No. 5.

12. Preliminary Budget Approvals

The Owners Corporation resolved to empower the Committee at its discretion, to approve draft budgets to strike quarterly levies for the new financial year and the approved budget will then be ratified by owners at the next Annual General Meeting.

13. Administration Fund Budget

13.1. Owners Corporation No. 1 Annual Administration Fund Budget

Owners Corporation No. 1 resolved to adopt the proposed Administration Fund Budget as tabled, and the Administration Fund levies are to be raised across this current financial year to 31st October 2026 of \$2,136,708.00 (plus GST).

13.2. Owners Corporation No. 2 Annual Administration Fund Budget

Owners Corporation No. 2 resolved to adopt the proposed Administration Fund Budget as tabled, and the Administration Fund levies are to be raised across this current financial year to 31st October 2026 of \$147,405.00 (plus GST).

13.3. Owners Corporation No. 3 Annual Administration Fund Budget

Owners Corporation No. 3 resolved to adopt the proposed Administration Fund Budget as tabled, and the Administration Fund levies are to be raised across this current financial year to 31st October 2026 of \$297,463.00 (plus GST).

13.4. Owners Corporation No. 5 Annual Administration Fund Budget

Owners Corporation No. 5 resolved to adopt the proposed Administration Fund Budget as tabled, and the Administration Fund levies are to be raised across this current financial year to 31st October 2026 of \$245,559.00 (plus GST).

14. Maintenance Fund Budget

14.1. Owners Corporation No. 1 Annual Maintenance Fund Budget

Owners Corporation No. 1 resolved to adopt the proposed Maintenance Fund Budget as tabled, and the Maintenance Fund levies are to be raised across this current financial year to 31st October 2026 of \$313,433.00 (plus GST).

14.2. Owners Corporation No. 2 Annual Maintenance Fund Budget

Owners Corporation No. 2 resolved to adopt the proposed Maintenance Fund Budget as tabled, and the Maintenance Fund levies are to be raised across this current financial year to 31st October 2026 of \$84,850.00 (plus GST).

14.3 Owners Corporation No. 3 Annual Maintenance Fund Budget

Owners Corporation No. 3 resolved to adopt the proposed Maintenance Fund Budget as tabled, and the Maintenance Fund levies are to be raised across this current financial year to 31st October 2026 of \$284,010.00 (plus GST).

14.4 Owners Corporation No. 5 Annual Maintenance Fund Budget

Owners Corporation No. 5 resolved to adopt the proposed Maintenance Fund Budget as tabled, and the Maintenance Fund levies are to be raised across this current financial year to 31st October 2026 of \$213,033.00 (plus GST).

15. Penalty Interest

Owners Corporation No. 1, 2, 3 & 5 authorised interest to be charged on fees in arrears greater than 30 days at the interest rate payable under the Penalty Interest Rate Act 1983.

Owners Corporation No. 1, 2, 3 & 5 authorised the Owners Corporation Manager be delegated the power to waive interest outstanding on any case up to the equivalent of 30 days interest.

Owners Corporation No. 1, 2, 3 & 5 authorised OCC Management to waive interest without approval up to the amount of \$50.00 or the equivalent of one Quarter.

16. Debt Collection

Owners Corporation No. 1, 2, 3 & 5 resolved to recover outstanding Owners Corporation fees and charges by action in any court of competent jurisdiction as a debt due to the Owners Corporation.

Owners Corporation No. 1, 2, 3 & 5 resolved that the Manager is authorised to engage a lawyer or debt collector to progress any Debt Recovery processes.

Owners Corporation No. 1, 2, 3 & 5 resolved that the Manager can charge a Lot Owner to pay the Owners Corporation reasonable costs incurred by the Owner's Corporation in recovering an unpaid amount from the lot owner such as administrative, legal and other charges relating to the debt recovery letter and any subsequent court proceeding.

17. Committee Election

Owners Corporation No. 1, 2, 3 & 5 resolved to elect one Committee to run the Owners Corporations as a whole.

Due to the number of nominations received, an election was taken and Owners Corporation No. 1, 2, 3 & 5 then voted to elect the following Members to serve as the Committee until the next Annual General Meeting.

Name	Lot Number	Participating For	
Noberto Capistrano	2201	OC1 & OC3	
Nicole Hall	N2301	OC1 & OC5	
Elizaveta Konovalova	2110	OC1 & OC3	
Verna Liddle	1502	OC1 & OC3	
Daniela Schroeder	N906	OC1 & OC5	
Gordon Thompson	1106	OC1 & OC3	
Wei Xiong	H604	OC1 & OC2	(Proxy Holder)

Owners Corporation No. 1, 2, 3 & 5 resolved that the Owners Corporation Committee shall act as the Grievance Committee as per the Rules of the Owners Corporation or alternatively can elect a sub-committee (Working Group) to act in that capacity.

18. Delegation of Powers to the Committee

- a) Owners Corporation No. 1, 2, 3 & 5 resolved to delegate all of the powers and functions that may be delegated to the Committee of the Owners Corporation (except for the power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting, or the power to delegate, or the powers delegated to the Manager), pursuant to s. 11(2)(a) Owners Corporations Act 2006. These powers and functions are set out the in the Owners Corporations Act 2006, Owners Corporations Regulations 2018 and Rules of the Owners Corporation.

A resolution by the Committee that is made in respect to any matter for which the powers have been delegated to it has the effect of a resolution made on behalf of the Owner's Corporation. Such resolutions include, but are not limited to, the power to pass a resolution to affix the common seal.

- b) Owners Corporation No. 1, 2, 3 & 5 resolved to delegate all the powers and functions that may be delegated to the Manager in accordance with s. 11(2)(b) Owners Corporations Act 2006 to enable the Manager to carry out its functions. These powers and functions are set out the in the Owners Corporations Act 2006, Owners Corporations Regulations 2018 and Rules of the Owners Corporation

c) Contract Term Limits

The Committee shall ensure that all new service or supplier contracts entered into on behalf of the Owners Corporation have:

- a **maximum term of 5 years;**
- a **preference for an initial term of 2 years +1, with optional extension periods permitted;**

d) Major Contract Tender Requirements

The Committee shall not automatically renew contracts and/or enter into any service or supply contract with a **total contract value exceeding \$100,000** unless a **competitive tender process** is conducted by:

- the **Owners Corporation Manager, or**
- a **nominated 3rd party, independent of the service/supply contract at hand, or**
- the **Committee or a Sub-Committee,**

*Provided that any person involved has **no conflicts of interest** and is **not associated with the service or supplier under consideration.***

- e) Notwithstanding the foregoing (c) & (d), the OC Committee may approve exemptions where it determines, **after careful consideration of all relevant facts**, that doing so is in the **best interest and/or advantage of the Owners Corporation.**

Members Noted: The general functions and powers of the Owners Corporation are those set out in the Owners Corporation Act 2006 and that the Owners Corporation must do all things necessary to undertake and perform those functions and to properly exercise those powers.

19. General Business

There were no items of General Business beyond the following:

Motion of Thanks

A motion of thanks was given to the Committee, highlighting their voluntary nature and the level of work required by the members. Also, to the outgoing members not standing again for re-election.

20. Meeting Closure

With no further matters to discuss, the meeting was declared closed at 6:29pm.

Balance Sheet - O/Corp 641022P
"THE QUAYS"
349-351 DOCKLANDS DRIVE, DOCKLANDS, VIC 3008
For the Financial Period 01/11/2025 to 09/07/2026

OC1

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
OC 641022P CP#1	\$132,195.99	\$132,967.21	\$265,163.20
Macquarie Bank BSB: 183-334 Acc No: 263381014			
OC 641022P CP#2	\$0.00	\$0.00	\$0.00
Macquarie Bank BSB: 183-334 Acc No: 259317675			
OC 641022P CP#3	\$0.00	\$0.00	\$0.00
Macquarie Bank BSB: 183-334 Acc No: 266225226			
OC 641022P CP#5	\$0.00	\$0.00	\$0.00
Macquarie Bank BSB: 183-334 Acc No: 249423625			
PS 641022P Holding Account	\$87,975.90	\$0.00	\$87,975.90
Macquarie Bank BSB: 183-334 Acc No: 295776371			
PS 641022P OC 1 TERM NUMBER 6	\$0.00	\$90,000.00	\$90,000.00
Macquarie Bank BSB: 183-334 Acc No: 288496177			
PS 641022P OC1 TERM NUMBER 1	\$0.00	\$609,746.83	\$609,746.83
Macquarie Bank BSB: 183-334 Acc No: 287968879			
PS 641022P OC1 TERM NUMBER 2	\$0.00	\$649,803.96	\$649,803.96
Macquarie Bank BSB: 183-334 Acc No: 249184847			
PS 641022P OC1 TERM NUMBER 3	\$0.00	\$683,664.79	\$683,664.79
Macquarie Bank BSB: 183-334 Acc No: 247217136			
PS 641022P OC1 TERM NUMBER 4	\$0.00	\$684,273.37	\$684,273.37
Macquarie Bank BSB: 183-334 Acc No: 284415403			
PS 641022P OC1 TERM NUMBER 5	\$0.00	\$684,176.53	\$684,176.53
Macquarie Bank BSB: 183-334 Acc No: 289319816			
PS 641022P Rebate Income	\$0.00	\$85,000.00	\$85,000.00
Macquarie Bank BSB: 183-334 Acc No: 276056777			
Insurance Excess Reserve	\$(10,000.00)	\$0.00	\$(10,000.00)
Levies Receivable	\$241,105.53	\$28,350.10	\$269,455.63
Petty Cash/Building Credit Card	\$5,000.00	\$0.00	\$5,000.00
Rebate Income	\$0.00	\$(95,086.83)	\$(95,086.83)
Receivable (Sundry Debtor)	\$7,139.30	\$0.00	\$7,139.30
Recovery	\$4,276.45	\$0.00	\$4,276.45
Total Assets	\$467,693.17	\$3,552,895.96	\$4,020,589.13

Balance Sheet - O/Corp 641022P
"THE QUAYS"
349-351 DOCKLANDS DRIVE, DOCKLANDS, VIC 3008
For the Financial Period 01/11/2025 to 09/07/2026

OC1			
	Administrative	Maintenance	TOTAL THIS YEAR
Liabilities			
Accounts Payable	\$19,797.07	\$7,040.00	\$26,837.07
Accrued Expense	\$73,000.00	\$0.00	\$73,000.00
BAS Clearing	\$14,190.82	\$0.00	\$14,190.82
Company PAYG	\$(44,598.00)	\$(5,713.00)	\$(50,311.00)
Paid in Advance	\$94,164.08	\$13,105.77	\$107,269.85
Unidentified Deposits	\$4,975.90	\$0.00	\$4,975.90
GST Clearing Account	\$58,080.03	\$9,442.89	\$67,522.92
Total Liabilities	\$219,609.90	\$23,875.66	\$243,485.56
Net Assets	\$248,083.27	\$3,529,020.30	\$3,777,103.57
Owners Funds			
Opening Balance	\$192,747.06	\$3,278,120.89	\$3,470,867.95
Net Income For The Period	\$55,336.21	\$250,899.41	\$306,235.62
Total Owners Funds	\$248,083.27	\$3,529,020.30	\$3,777,103.57

Imaged Document Cover Sheet

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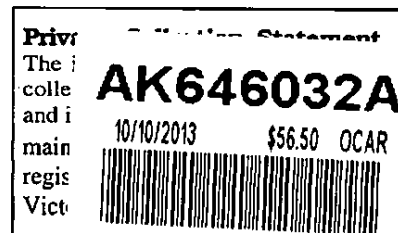
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**Owners Corporation
Notification of making, amendment or
revocation of rules
Section 142 Owners Corporation
Act 2006**

OC 27 (12/07)



Lodged by:

Name: Norton Rose Fulbright Australia

Phone: 03 8686 6423

Address: RACV Tower, 485 Bourke Street, Melbourne

Reference: VP:2735086

Customer Code: 1724X

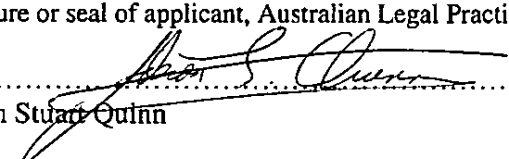
Owners Corporation Number 1 Plan number 641022P

Supplied with this notification is:

1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on 04/10/2013 under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:.....04/10/2013.....

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


.....
Adrian Stuart Quinn

The common seal of Owners Corporation Number 1
Plan number 641022P
was affixed in accordance with
Section 21 of the Owners Corporation Act 2006
in the presence of:

Lot Owner

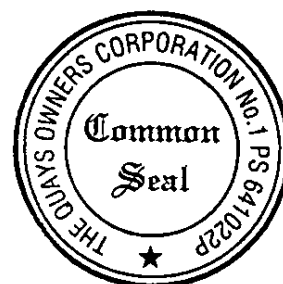
Full name David Alt-Graham

Address C/- Lvl 5, 420 St Kilda Rd
Melbourne VIC 3004

Lot Owner

Full name Melen Griegaa

Address C/- Lvl 5, 420 St Kilda Rd
Melbourne VIC 3004



For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

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



AK646032A

10/10/2013 \$56.50 OCAR



Owners Corporation Rules

Plan of Subdivision Number 641022P

The Quays, 231-245 Harbour Esplanade, Docklands

Norton Rose Fulbright Australia
RACV Tower, 485 Bourke Street, Melbourne VIC 3000
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Rules

1 Definitions

Additional rules

In these Rules unless the context requires otherwise:

- (1) **Act** means the *Owners Corporations Act 2006*;
- (2) **Authority** includes any:
 - (a) government or semi-government authority in any jurisdiction, whether federal, state, territorial or local;
 - (b) provider of public utility services, whether statutory or not; and
 - (c) other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Development or any part of it or anything in relation to it;
- (3) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (4) **Commercial Lot** means a Lot on the ground level of the Development (as set out in the Plan of Subdivision) that is not used for residential purposes;
- (5) **Common Property** means all of the land shown as common property on the Plan of Subdivision and includes all facilities, structures, plant, equipment, fittings, fixtures, improvements and other items on or forming part of that common property;
- (6) **Contaminant** means anything:
 - (a) which presents or may present a direct or indirect risk or harm to human health or the Environment; or
 - (b) which makes or may make the condition of a Lot or Common Property or any nearby land or property:
 - (i) unsafe, unfit or harmful for habitation or occupation by persons or animals;
 - (ii) degraded in their capacity to support plant life;
 - (iii) otherwise environmentally degraded; or
 - (iv) such that it does not satisfy either the contamination criteria or standards published or adopted by any Authority from time to time or any Environmental Law;
- (7) **DAGM** means Metro Real Estate Services Pty Ltd ACN 096 688 998 (trading as Docklands Apartments Grand Mercure) of MAB Corporation Pty Ltd, Suite 502, Level 5, 441 St Kilda Road, Melbourne Victoria 3004;

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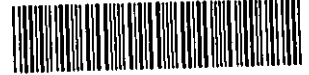
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- (8) **DAGM Licence** means the usage licence granted by the Owners Corporation to DAGM for the purposes of permitting the DAGM Occupiers to access and use certain shared facilities in the Development in common with the Occupiers, subject to compliance with the Rules which relate to the use of those shared facilities;
- (9) **DAGM Occupiers** means occupiers of the apartments operated by DAGM in the New Quay precinct (other than in the Development);
- (10) **Development** means all of the land and improvements comprised in the Plan of Subdivision;
- (11) **Environment** means the physical factors of the surroundings of human beings including the land, waters, atmosphere, climate, sound, odours, tastes, the biological factors of animals and plants and the social factors of aesthetics;
- (12) **Environmental Laws** means all Laws and regulations, environmental protection policies, directions, standards and guidelines of any Authority or other body regulating or otherwise relating to the Environment, including without limitation any Law relating to land use, planning, heritage, coastal protection, water catchments, pollution of air or waters, noise, soil or ground water contamination, chemicals, waste, use of hazardous or dangerous goods or substances, underground petroleum storage systems, building regulations, public and occupational health and safety or noxious trades and all licences, approvals, consents, permissions or permits issued by any Authority of an environmental nature and includes the *Environment Protection Act 1970*, *State Environmental Protection Policy (Groundwaters of Victoria)*, *Dangerous Goods Act 1985*, *Dangerous Goods (Storage and Handling) Regulations 2000* and the *Dangerous Goods (Storage and Handling) Code of Practice*;
- (13) **GST** means GST as defined in the GST Act;
- (14) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999*;
- (15) **Keys** includes a key, magnetic card, swipe card or any other device that is used to open and close any door, lock, gate or mechanism in relation to any Common Property;
- (16) **Law** means all laws including common law, Acts of Parliament, Environmental Laws, regulations, codes, policies, by-laws, licences, consents, permits, approvals and anything analogous to them;
- (17) **Loss** includes any cost (including legal fees and disbursements on a full indemnity basis), liability, loss, fine, penalty, suit, claim, expense, injury, death or damage;
- (18) **Lot** means a lot on the Plan of Subdivision;
- (19) **Lower Lots** means Lots situated on or below level 15 of the Development (but excluding lots in the north tower of the Development);
- (20) **Notice** means a notice or other communication connected with these Rules and given in accordance with Rule 19;
- (21) **Occupier** includes a Lot owner, an occupier of a Lot, a tenant under a lease or sub-lease of a Lot, a licensee of a Lot and any other person who is in possession of a Lot, occupation of a Lot or is more than what would reasonably be considered a temporary guest in a Lot;
- (22) **Owners Corporation** means the owners corporations incorporated on registration of the Plan of Subdivision;

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- (23) **Plan of Subdivision** means plan of subdivision number PS641022P;
- (24) **Quays SA Occupier** means occupiers of the apartments operated by DAGM in the Development;
- (25) **Regulations** means the Owners Corporations Regulations 2007;
- (26) **Rules** means these rules as amended from time to time;
- (27) **Service** includes all services of any nature from time to time provided to a Lot or to the Common Property or available for use by an Occupier, including any
 - (a) energy source, lighting, gas, fuel, electricity, power, telephone, water, sewerage, ventilation, drainage, air conditioning, hydraulic, elevator and security services;
 - (b) all plant rooms, thermostats, water controls, electricity controls, light controls, heating and cooling controls, ventilation systems, air conditioning systems and ducting;
 - (c) all fixtures, fittings, appliances, plant and equipment, fire services, sprinkler systems or devices and all other services or systems; and
 - (d) any services or systems from time to time utilised for access to the Development,whether or not they are owned by the Owners Corporation; and
- (28) **Serviced Apartment** means serviced apartment, residential hotel room or similar form of accommodation.

2 Interpretation

Additional rules

2.1 Rules are in addition to Regulations

Each owner and occupier acknowledges that the additional Rules set out below:

- (1) are not inconsistent with;
- (2) do not limit a right or avoid an obligation under; and
- (3) add to,

the model rules set out in the Regulations.

2.2 References

In these Rules:

- (1) reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;

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- (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a thing includes the whole and each part of it separately;
 - (f) a statute, regulation, code or other law or a provision of any of them includes;
 - (g) any amendment or replacement of it;
 - (h) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
 - (i) dollars means Australian dollars unless otherwise stated;
- (2) "including" and similar expressions are not words of limitation;
 - (3) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
 - (4) headings and any table of contents or index are for convenience only and do not form part of these Rules or affect their interpretation;
 - (5) a provision of these Rules must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Rules; and
 - (6) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

2.3 Authorisations extend to agents

Each Occupier acknowledges that any right or authority of the Owners Corporation extends to any third party that the Owners Corporation authorises to exercise that right or authority on its behalf.

2.4 Consents

- (1) Any consent or approval given by the Owners Corporation is not effective unless it is given in writing.
- (2) Each Occupier acknowledges that it must not act on any verbal consent or approval received by the Owners Corporation unless and until it has been confirmed in writing.
- (3) Wherever the consent or approval of the Owners Corporation is required, then unless expressly specified elsewhere in these Rules, the Owners Corporation:
 - (a) must be given reasonable Notice of the request; and
 - (b) can delay, refuse or grant the consent or approval subject to any conditions which it deems fit in its absolute discretion.

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- (4) If the consent or approval of the Owners Corporation is given to an act, matter or thing, then the Owners Corporation:
 - (a) may revoke that consent at any time, even if it was not expressed to be limited in time; and
 - (b) did not consent to the act, matter or thing in an ongoing manner or in any way give its consent to any repeat of the act, matter or thing.

3 Compliance extends to invitees

Additional rules

3.1 Tenants

An Occupier must not let any person use its Lot or enter into occupation (whether by means of lease, licence or otherwise) or transfer ownership of its Lot unless that person first covenants with the Occupier to comply strictly with these Rules and any other rules which may be in force at any time from time to time with respect to that Lot and to the Development.

3.2 Guests

- (1) An Occupier must ensure that any person who is:
 - (a) invited on the Common Property;
 - (b) under the Occupier's care or control;
 - (c) a guest of the Occupier;
 - (d) given access to the Development; or
 - (e) otherwise on or in the Development as a result of the Occupier's occupation,complies with all Rules regulating behaviour within the Development.
- (2) Breach by any person referred to in Rule 3.2(1) of any Rule regulating behaviour within the Development is deemed to be a breach by the Occupier of the relevant Rule, irrespective of whether the Occupier was physically with the person at the time that the breach occurred.

4 Health, safety and security

4.1 Health, safety and security of Lot owners, occupiers of Lots and others

Model rule

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

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Additional rule

- (2) An Occupier must not use a Lot or the Common Property for any purpose which may:
 - (a) be contrary to any Law;
 - (b) adversely affect the reputation of the Development;
 - (c) be reasonably likely to cause or contribute to any nuisance or hazard.

Additional rule

4.2 Security

- (1) The Owners Corporation may take measures to ensure the security of the Common Property and any Lots from fire, flood or other hazards and may (without limitation):
 - (a) close off any part of the Common Property not required as the only access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Occupiers of any part of the Common Property;
 - (b) permit any designated part of the Common Property to be used by any security person or representative of the Owners Corporation to the exclusion of Occupiers as a means of monitoring security and general safety of any Lot or Common Property, either solely or in conjunction with other Lots;
 - (c) install and operate on the Common Property closed circuit television monitoring devices, audio-visual cameras and other audio-visual surveillance devices to monitor the security, safety and use of Common Property and Lots;
 - (d) restrict by means of a Key the access of Occupiers to any Common Property;
 - (e) restrict by means of a Key the access of Occupiers of one level of the Development to any other level of the Development; and
 - (f) cancel any Key where (without limiting the circumstances in which the Owners Corporation may cancel a Key) an Occupier is in arrears in payment of Owners Corporation levies in excess of 2 payments.
- (2) An Occupier must:
 - (a) comply with any action or direction taken by the Owners Corporation in relation to the security or safety of the Common Property and Lots;
 - (b) make sure that all fire and security doors, gates and other doors are properly closed after use;
 - (c) not do anything that may interfere with the security or safety of the Common Property or a Lot; and
 - (d) not interfere with any closed circuit television monitoring devices, audio-visual cameras and other audio-visual surveillance devices.

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- (3) All Keys remain the property of the Owners Corporation and an Occupier must:
- (a) keep Keys which has been allocated to it safe;
 - (b) immediately report the loss of any Key to the Owners Corporation;
 - (c) immediately notify the Owners Corporation of any person who is not an owner of a Lot to whom a Key has been made available;
 - (d) not copy any Key;
 - (e) ensure that only the Owners Corporation replace any Key;
 - (f) pay the Owners Corporation a reasonable fee (determined by the Owners Corporation) for any replacement or additional Key;
 - (g) comply with the reasonable requirements of the Owners Corporation in relation to Keys, including any requirement to limit the number of Keys issued in relation to any Lot; and
 - (h) not give or lend any Key to someone who is not an Occupier.

4.3 Storage of flammable liquids and other dangerous substances and materials

Model rules

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

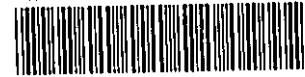
Additional rules

- (3) An Occupier must only keep any substance permitted under Rule 4.3(2):
 - (a) at its own risk in all things; and
 - (b) provided that doing so does not breach any other Rule.
- (4) An Occupier must:
 - (a) not in any way interfere with fire safety equipment;
 - (b) comply with all Laws about fire safety and control;
 - (c) ensure that all fire safety equipment in its Lot is at all times operational;
 - (d) install as required by Law, properly maintain and at least once each month test smoke detectors in its Lot;
 - (e) participate in any fire drills or evacuation procedures;

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- (f) immediately notify the Owners Corporation if any fire monitoring or safety equipment appears damaged, tampered with or not functioning;
- (g) take all reasonable precautions to prevent false alarm call outs to any fire brigade; and
- (h) pay on demand all costs incurred as a result of a false alarm call out to any fire brigade that it causes or contributes to.

4.4 Waste disposal

Model rule

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

Additional rules

- (2) An Occupier must:
 - (a) not deposit, throw, leave or store any rubbish, dirt, dust, sweepings, waste or any other material that is reasonably likely to interfere with the peaceful enjoyment by any person of any Lot or Common Property other than in:
 - (i) proper, securely wrapped parcels that will retain all odours, liquids and emissions; and
 - (ii) the areas specified for such purpose by the Owners Corporation;
 - (b) not allow or arrange for delivery or collection of goods or rubbish other than at times approved of by the Owners Corporation in writing;
 - (c) take all reasonable precautions to keep its Lot and the Common Property free from rodents, vermin, insects and other pests;
 - (d) completely drain all glass items and deposit them unbroken in the area designated for glass by the Owners Corporation;
 - (e) deposit all recyclable items in the area designated for recyclable items by the Owners Corporation; and
 - (f) neatly break down and collapse all cardboard boxes and other packaging before depositing them in the areas designated by the Owners Corporation so that they take up as little space as reasonably possible.

5 Management and administration

5.1 Metering of services and apportionment of costs of services

Model rules

- (1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a Lot owner or occupier that is more than the amount that the supplier would have charged the Lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Lot owner or occupier an amount which

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includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot owner or occupier from the relevant supplier.

- (3) Rule 5.1(2) does not apply if the concession or rebate:
 - (a) must be claimed by the Lot owner or occupier and the Owners Corporation has given the Lot owner or occupier an opportunity to claim it and the Lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the Lot owner or occupier as a refund.

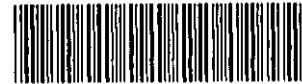
Additional rules

5.2 Services generally

- (1) An Occupier must:
 - (a) only use a Service supplied through meters in the Development, except in the case of emergency or failure of supply, where safe alternative sources of energy may be used (and without limitation, a naked flame is not a safe alternative);
 - (b) give immediate Notice to the Owners Corporation of any accident to or fault in a Service of which it becomes aware;
 - (c) pay on demand for Services for Common Property;
 - (d) where its Lot is not separately metered for any Service, pay on demand the portion of the relevant Service and any supply charges equal to the proportion that the unit liability of its Lot has to the total unit liability of all Lots that benefit from the Service;
 - (e) not enter into any plant room, machine housing, water disposal room, electricity switch room, machinery room in or on the Common Property servicing a Lot or Common Property;
 - (f) not adjust, interfere with or modify any Service in or on the Common Property;
 - (g) not use any water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed; and
 - (h) not do anything whether within or outside its Lot that may interfere with, impair, reduce or diminish:
 - (i) any support or shelter provided by its Lot or any Common Property;
 - (ii) the structural integrity of its Lot or any Common Property; or
 - (iii) the location, protection or passage of any Service through its Lot or any Common Property.
- (2) An Occupier must not interfere with or inhibit from operating any channel, ventilation vent, duct or closure within a Lot.

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Additional rules

5.3 Air conditioning

- (1) Without limiting Rule 5.2, an Occupier is responsible for repairing, maintaining and if necessary replacing any air conditioning equipment (including the unit, condenser and any items necessary to power and run the unit and condenser):
 - (a) that exclusively services its Lot;
 - (b) strictly in accordance with all manufacturer's directions and requirements; and
 - (c) by engaging suitably qualified, insured and experienced tradespeople to do so.
- (2) Where any air conditioning equipment is located on or passes over Common Property, an Occupier must obtain the consent of the Owners Corporation before accessing that equipment.

6 Use of Common Property

Model rules

6.1 Use of Common Property

- (1) An owner or occupier of a Lot must not obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.
- (2) An owner or occupier of a Lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the Common Property.
- (3) An approval under Rule 6.1(2) may state a period for which the approval is granted.
- (4) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, it must give reasonable Notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a Lot who is keeping an animal that is the subject of a notice under Rule 6.1(4) must remove that animal.
- (6) Rules 6.1(4) and 6.1(5) do not apply to an animal that assists a person with an impairment or disability.

Additional rules

6.2 Special or exclusive use rights

- (1) Subject to the Act:
 - (a) the Owners Corporation may grant any person special or exclusive use rights in relation to parts of the Common Property;
 - (b) the obligations and restrictions set out in these Rules are subject to any special or exclusive use rights granted by the Owners Corporation; and

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- (c) if there is any conflict between these Rules and any special or exclusive use rights granted by the Owners Corporation, then the special or exclusive use rights prevail in respect of the person to whom those rights were granted.
- (2) An Occupier must not:
 - (a) use any part of the Common Property over which the Owners Corporation has granted an exclusive use right to another person;
 - (b) use any part of the Common Property over which the Owners Corporation has granted a special use right to another person in any way which is inconsistent with the use of that part of the Common Property by that other person; or
 - (c) interfere with a manager or operator performing their duties under any management agreement entered into with the Owners Corporation.

6.3 Pets and animals

- (1) Notwithstanding Rule 6.1(4) but subject to Rule 6.1(6), an Occupier must not, without the written approval of the Owners Corporation, keep any pet or animal on its Lot or on Common Property without first obtaining the approval of the Owners Corporation.
- (2) An Occupier must ensure that any pet or animal that is in its Lot or under its effective control:
 - (a) does not urinate or defecate on Common Property or create any other mess or damage whether by digging, scratching or otherwise;
 - (b) does not in any way interfere with a person's lawful use any enjoyment of any Lot or Common Property;
 - (c) is registered and vaccinated as required by any Law;
 - (d) is at all times restrained by a leash and kept under control; and
 - (e) is at all times kept within its Lot, other than for the sole purpose of entering or exiting the Development.
- (3) An Occupier:
 - (a) must at all times be present with its pet or animal or any pet or animal under its effective control when on Common Property;
 - (b) must not take any pet or animal through the main entrance to the Development; and
 - (c) is responsible for all mess or damage that its pet or animal or any pet or animal under its effective control causes or contributes to.
- (4) The Owners Corporation may resolve to have a pet or animal removed from the Development if in the reasonable opinion of the Owners Corporation, the pet or animal:
 - (a) poses a danger or risk to any person or property; or

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(b) has caused or is reasonably likely to cause a disturbance, noise or nuisance.

(5) On receipt of a copy of a resolution made under Rule 6.3(4), an Occupier must immediately remove the pet or animal from its Lot and the Development.

Additional rule

6.4 Smoking

An Occupier must not smoke on any Common Property or otherwise in contravention of any Law.

Additional rule

6.5 Alcohol and glass

An Occupier must not, without first obtaining the Owners Corporation's consent to do so:

- (1) consume alcohol on the Common Property; or
- (2) take or permit to be taken glassware or other breakable items onto the Common Property (safe transit of those items to a Lot excepted).

Additional rule

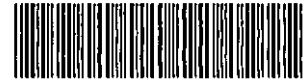
6.6 Moving goods

- (1) An Occupier must not move any bulky or heavy goods, or other goods that may damage or obstruct any part of the Common Property, into or out of the Development:
 - (a) without first obtaining the Owners Corporation's consent to do so;
 - (b) if using any of the lifts, unless protective covers have been installed by the Owners Corporation in the lift;
 - (c) without first making an appointment with the Owners Corporation to be present at the move at least 3 Business Days before the intended move; and
 - (d) other than strictly in accordance with the directions of the Owners Corporation, which may include a direction to only load and deliver any goods from a rear entrance.
- (2) An Occupier must take all reasonable steps to prevent any damage to any Common Property when moving anything over Common Property or through the Development.
- (3) If damage is caused to any Common Property when moving anything over Common Property or through the Development, the Occupier who is responsible for the move must pay on demand the costs of the Owners Corporation to repair the damage.
- (4) If an Occupier wishes to move into the Development on a weekend or after hours, that Occupier must pay the costs, expenses and charges that the Owners Corporation's manager has determined to employ or contract staff to oversee this task, to ensure the Common Property is protected.

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Additional rule

6.7 Signs

An Occupier must not:

- (1) erect any sign, notice or advertising (including in relation to the sale or lease of a Lot) anywhere that it could be visible outside its Lot; or
- (2) use its Lot or any part of it or any part of the Common Property for any public announcement.

Additional rule

6.8 Intended use

An Occupier must not use any entrance, passage, stairway, landing, pathway or any part of the Common Property for any purpose other than the purpose for which they are provided or properly available.

Additional rule

6.9 Storage and bicycles

- (1) In addition to Rule 7.3(1), an Occupier must:
 - (a) keep its storage area or storage cage clean, neat and tidy; and
 - (b) not store any item in its storage area or storage cage that protrudes outside the Lot or designated storage area.
- (2) An Occupier must:
 - (a) only store a bicycle in any area designated for bicycle storage by the Owners Corporation;
 - (b) not bring any bicycle on to Common Property for any purpose other than storing it in accordance with these Rules; and
 - (c) not bring any bicycle into any Common Property foyer or lift.

6.10 Vehicles and parking on Common Property

Model rule

- (1) An owner or occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:
 - (a) to be parked or left in parking spaces situated on Common Property and allocated for other Lots;
 - (b) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
 - (c) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

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Additional rules

- (2) An emergency referred to in Rules 6.10(1) and 6.10(4) means a situation where there is a reasonable and present risk of loss of life, injury or damage to property.
- (3) Notwithstanding Rules 6.10(1) and 6.10(2), an Occupier must move any motor vehicle or other vehicle off Common Property if requested by the Owners Corporation to do so.
- (4) An Occupier must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle to be parked or left:
 - (a) in an area designated for visitor parking; or
 - (b) on a Lot not owned by the owner or which the occupier is legally entitled to use.
- (5) The Owners Corporation may arrange for any vehicle parked or left in breach of these Rules to be towed away.
- (6) The cost of the Owners Corporation to tow away any vehicle will be a debt due to the Owners Corporation, payable on demand by the Occupier that is responsible for the vehicle gaining access to Common Property, whether or not that Occupier is the registered owner of the vehicle.
- (7) An Occupier must not take or permit a motor vehicle or other vehicle on Common Property that may leak or drop oil, coolant, grease, Contaminants or other materials or substances on Common Property or a Lot.
- (8) The cost of the Owners Corporation to clean and remove oil, coolant, grease, Contaminants or other materials or substances on Common Property will be a debt due to the Owners Corporation, payable on demand, by the Occupier that is responsible for the vehicle that has dropped the oil, coolant, grease or other materials or substances gaining access to Common Property, whether or not that Occupier is the registered owner of that vehicle.
- (9) Any vehicle under the control of an Occupier must:
 - (a) not at any time exceed 10 kilometres per hour when on Common Property or any slower speed notified by the Owners Corporation from time to time;
 - (b) not be driven in any manner that is reckless, negligent or dangerous; and
 - (c) be driven in a manner that observes all signs that are on Common Property in relation to the use of any vehicle.

Additional rule

6.11 Mail

- (1) An Occupier must:
 - (a) clear its mail-receiving box of all material and objects every day, whether the mail, newspapers or advertising material is solicited or not; and

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- (b) arrange for Rule 6.11(1)(a) to be complied with by another person, should the Occupier be absent for any reason for any period of more than two nights.
- (2) The Owners Corporation may remove unsightly build-up in or around any mail-receiving box and/or newspaper receptacle and:
 - (a) is under no obligation to retain or store anything that is cleared; and
 - (b) may destroy anything that it removes.

6.12 Damage to Common Property

Model rules

- (1) An owner or occupier of a Lot must not damage or alter the Common Property without the written approval of the Owners Corporation.
- (2) An owner or occupier of a Lot must not damage or alter a structure that forms part of the Common Property without the written approval of the Owners Corporation.
- (3) An approval under Rule 6.12(1) or 6.12(2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in Rule 6.12(4) must keep any device, screen or barrier installed in good order and repair.

Additional rule

- (6) An Occupier may only install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, after the Owners Corporation has confirmed that the proposed device, screen or barrier is soundly built and is consistent with the colour, style and materials of the Development.

Additional rules

6.13 Use of the gymnasium

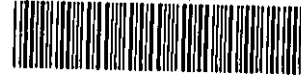
In this Rule 6.13, the word "Occupier" means "Occupier or DAGM Occupier or Quays SA Occupier (except where otherwise noted)".

An Occupier must observe the following rules in relation to the gymnasium.

- (1) The gymnasium is used at the risk of an Occupier and an Occupier releases the Owners Corporation for any Loss that may be suffered or incurred.
- (2) Children under the age of 16 who are under the responsibility of the Occupier are only permitted to use the gymnasium whilst under direct adult supervision.
- (3) The gymnasium is for use by Occupiers and their guests only.

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- (4) No more than two guests per Lot may use the gymnasium at any one time, and those guests must be accompanied by the Occupier at all times.
- (5) Sharp objects and glass are not permitted in the gymnasium.
- (6) Alcohol and food are not allowed in the gymnasium.
- (7) Smoking is not permitted in the gymnasium.
- (8) All users of the gymnasium must carry a towel at all times and wipe down equipment after use.
- (9) Hours of use are from 6am to 9pm or otherwise as the Owners Corporation may direct from time to time.
- (10) Suitable footwear must be worn to and from the gymnasium.
- (11) Socks and gym shoes are to be worn in the gymnasium at all times.
- (12) Suitable clothing is to be worn in the gymnasium at all times and swimwear is not suitable clothing.
- (13) All lights, televisions, audio equipment and any air conditioning must be turned off when leaving the gymnasium.
- (14) The Occupier must not use the gymnasium unless the Occupier has completed induction and safety training. This Additional Rule 6.13(14) does not apply to DAGM Occupiers or Quays SA Occupiers.
- (15) The Occupier must not use the gymnasium unless the Occupier has undergone a fitness evaluation. This Additional Rule 6.13(15) does not apply to DAGM Occupiers or Quays SA Occupiers.
- (16) No music or other equipment that may be audible by other users of the gymnasium may be used in the gymnasium, other than any supplied by the Owners Corporation.
- (17) Any signs put up in the gymnasium by the Owners Corporation from time to time must be observed.
- (18) Users of the gymnasium must act in a responsible and sensible manner at all times.
- (19) All equipment in the gymnasium must be used strictly in accordance with manufacturer's directions at all times.
- (20) DAGM Occupiers or Quays SA Occupiers must not use the gymnasium unless they provide written confirmation to DAGM that they:
 - (a) have received a copy of the provisions of this Additional Rule 6.13;
 - (b) are mentally and physically fit and able to use the gymnasium in accordance with this Additional Rule 6.13; and
 - (c) use the gymnasium at their own risk and release the Owners Corporation for any Loss that may be suffered or incurred.



Additional rules

6.14 Use of swimming pool

In this Rule 6.14, the word "Occupier" means "Occupier or DAGM Occupier or Quays SA Occupier (except where otherwise noted)".

An Occupier must observe the following rules in relation to the swimming pool.

- (1) The swimming pool is used at the risk of an Occupier and an Occupier releases the Owners Corporation for any Loss that may be suffered or incurred.
- (2) Children under the age of 16 who are under the responsibility of the Occupier are only permitted to use the swimming pool whilst under direct adult supervision.
- (3) The swimming pool is for use by Occupiers and their guests only.
- (4) No more than two guests per Lot may use the swimming pool at any one time, and those guests must be accompanied by the Occupier at all times.
- (5) Sharp objects and glass are not permitted in the swimming pool area.
- (6) Alcohol and food are not allowed in the swimming pool area.
- (7) Smoking is not permitted in the swimming pool area.
- (8) All users of the swimming pool must carry a towel at all times and wipe down equipment after use.
- (9) Hours of use are from 6am to 9pm or otherwise as the Owners Corporation may direct from time to time.
- (10) Jumping, diving, running, ball playing, noisy or hazardous activities are not permitted in the swimming pool area.
- (11) For the hygiene of all users of the swimming pool:
 - (a) all users of the swimming pool must shower prior to entering the swimming pool;
 - (b) spitting is not permitted in the swimming pool;
 - (c) all users of the swimming pool must dry off before leaving the area;
 - (d) footwear must be worn to and from swimming pool area;
 - (e) appropriate attire must be worn at all times when in the swimming pool area;
 - (f) nude bathing is prohibited; and
 - (g) females must wear a bathing top in the swimming pool area.
- (12) No music or other equipment that may be audible by other users of the swimming pool may be used in the swimming pool, other than any supplied by the Owners Corporation.

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- (13) Any signs put up in the swimming pool area by the Owners Corporation from time to time must be observed.
- (14) Users of the swimming pool must act in a responsible and sensible manner at all times.
- (15) DAGM Occupiers or Quays SA Occupiers must not use the pool unless they provide written confirmation to DAGM that they:
 - (a) have received a copy of the provisions of this Additional Rule 6.14; and
 - (b) use the pool at their own risk and release the Owners Corporation for any Loss that may be suffered or incurred.

Additional rules

6.15 Use of sauna

In this Rule 6.15, the word "Occupier" means "Occupier or DAGM Occupier or Quays SA Occupier (except as otherwise noted)".

An Occupier must observe the following rules in relation to the sauna.

- (1) The sauna is used at the risk of an Occupier and an Occupier releases the Owners Corporation for any Loss that may be suffered or incurred.
- (2) Children under the age of 16 who are under the responsibility of the Occupier are only permitted to use the sauna whilst under direct adult supervision.
- (3) The sauna is for use by Occupiers and their guests only.
- (4) No more than two guests per Lot may use the sauna at any one time, and those guests must be accompanied by the Occupier at all times.
- (5) Sharp objects and glass are not permitted in the sauna area.
- (6) Alcohol and food are not allowed in the sauna area.
- (7) Smoking is not permitted in the sauna area.
- (8) All users of the sauna must carry a towel at all times and use it for sitting on and drying off.
- (9) Hours of use are from 6am to 9pm or otherwise as the Owners Corporation may direct from time to time.
- (10) For the hygiene of all users of the sauna:
 - (a) all users of the sauna must shower prior to entering the sauna;
 - (b) spitting is not permitted in the sauna;
 - (c) all users of the sauna must dry off before leaving the area;
 - (d) footwear must be worn to and from the sauna area;
 - (e) appropriate attire must be worn at all times when in the sauna area;

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- (f) use of the sauna when nude is prohibited; and
- (g) females must wear a bathing top in the sauna area.
- (11) The Occupier must not use the sauna unless the Occupier has completed induction and safety training. This Additional Rule 6.15(11) does not apply to DAGM Occupiers or Quays SA Occupiers.
- (12) No music or other equipment that may be audible by other users of the sauna may be used in the sauna, other than any supplied by the Owners Corporation.
- (13) Any signs put up in the sauna by the Owners Corporation from time to time must be observed.
- (14) Users of the sauna must act in a responsible and sensible manner at all times.
- (15) A fee of \$100 (or such other fee as the Owners Corporation is charging for replacing the locker key and lock) will be charged to the locker user if a key is not returned after use, or is lost.
- (16) Mobile phones or any camera operated devices are not permitted in the sauna area.
- (17) DAGM Occupiers or Quays SA Occupiers must not use the sauna unless they provide written confirmation to DAGM that they:
 - (a) have received a copy of the provisions of this Additional Rule 6.15; and
 - (b) use the sauna at their own risk and release the Owners Corporation for any Loss that may be suffered or incurred.

Additional rules

6.16 Use of the residents club

In this Rule 6.16, the word "Occupier" means "Occupier or DAGM Occupier or Quays SA Occupier (except as otherwise noted)".

An Occupier must observe the following rules in relation to the residents club (including a business centre, a library/lounge and a kitchen/dining area).

- (1) The residents club is used at the risk of an Occupier and an Occupier releases the Owners Corporation for any Loss that may be suffered or incurred.
- (2) Children under the age of 16 who are under the responsibility of the Occupier are only permitted to use the residents club whilst under direct adult supervision.
- (3) The residents club is for use by Occupiers and their guests only.
- (4) Sharp objects and glass are not permitted in the residents club, except with the prior consent of the Owners Corporation.
- (5) Alcohol and food are not allowed in the residents club, except with the prior consent of the Owners Corporation.
- (6) Smoking is not permitted in the residents club or near its entrance.

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- (7) Hours of use are from 6am to 11pm or otherwise as the Owners Corporation may either direct from time to time.
- (8) Suitable clothing is to be worn in the residents club at all times and swimwear is not suitable clothing.
- (9) All lights, televisions, audio equipment and any air conditioning must be turned off when leaving the residents club.
- (10) No music or other equipment that may be audible by other users of the residents club may be used in the residents club, other than any supplied by the Owners Corporation, except with the prior consent of the Owners Corporation.
- (11) Any signs put up in the residents club by the Owners Corporation from time to time must be observed.
- (12) Users of the residents club must act in a responsible and sensible manner at all times.
- (13) Running, ball playing or noisy or hazardous activities are not permitted in the residents club.
- (14) A fee of \$100 (or such other fee as the Owners Corporation is charging for replacing any cupboard key and lock) will be charged to the user of the cupboard if a key is not returned after use, or is lost.
- (15) All equipment in the residents club must be used strictly in accordance with manufacturer's directions at all times.
- (16) DAGM Occupiers or Quays SA Occupiers must not use the resident's club unless they provide written confirmation to DAGM that they:
 - (a) have received a copy of the provisions of this Additional Rule 6.16; and
 - (b) use the resident's club at their own risk and release the Owners Corporation for any Loss that may be suffered or incurred.
- (17) Any computers and other electronic equipment left unattended on Common Property downloading will be turned off and locked in the Owners Corporation manager's office.
- (18) All access to the residents club will be controlled by the Owners Corporation and may be cancelled with no notice required if a user is found to be breaching any internet policy provided by the Owners Corporation manager from time to time.
- (19) Exclusive use of the residents club, or use of the residents club outside of the usual hours of use, is available by prior arrangement with the Owners Corporation manager, and may be subject to:
 - (a) The payment of a bond of \$1,000 (or such other fee determined by the Owners Corporation) to the Owners Corporation prior to the intended date of that use (which fee may include an amount for cleaning the residents club after that use);
 - (b) compliance with conditions of that use determined by the Owners Corporation; and

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- (c) users will be liable for any damage or loss incurred due to the exclusive use.

Additional rules

6.17 Use of the tennis court

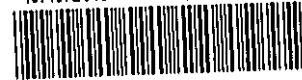
In this Rule 6.17, the word "Occupier" means "Occupier or DAGM Occupier or Quays SA Occupier (except where otherwise noted)".

An Occupier must observe the following rules in relation to the tennis court area (being the tennis court and the adjacent 'clubhouse' (comprising kitchen and washroom facilities)).

- (1) The tennis court area is used at the risk of an Occupier and an Occupier releases the Owners Corporation for any Loss that may be suffered or incurred.
- (2) Children under the age of 16 who are under the responsibility of the Occupier are only permitted to use the tennis court area whilst under direct adult supervision.
- (3) The tennis court area is for use by Occupiers and their guests only.
- (4) No more than three guests per Lot may use the tennis court at any one time, and those guests must be accompanied by the Occupier at all times.
- (5) Sharp objects and glass are not permitted in the tennis court area.
- (6) Alcohol is not allowed in the tennis court area, except with the prior consent of the Owners Corporation.
- (7) Smoking is not permitted in the tennis court area.
- (8) All users of the tennis court must carry a towel at all times and wipe down equipment after use.
- (9) Hours of use are from 6am to 9pm or otherwise as the Owners Corporation may direct from time to time.
- (10) Suitable footwear must be worn to and from the tennis court and to, from and in the clubhouse.
- (11) Socks and tennis shoes are to be worn on the tennis court at all times.
- (12) Suitable clothing is to be worn in the tennis court area at all times and swimwear is not suitable clothing.
- (13) All lights, televisions, audio equipment and any air conditioning must be turned off when leaving the tennis court area.
- (14) The tennis court area must not be used unless the Occupier has completed induction and safety training. This Additional Rule 6.17(14) does not apply to DAGM Occupiers or Quays SA Occupiers
- (15) No music or other equipment that may be audible by other users of the tennis court area may be used in the tennis court area, other than any supplied by the Owners Corporation.
- (16) Any signs put up in the tennis court area by the Owners Corporation from time to time must be observed.

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- (17) Users of the tennis court area must act in a responsible and sensible manner at all times.
- (18) Access to the tennis court area will be controlled and managed by the Owners Corporation and all use must be pre-booked with the building manager's office. The Owners Corporation is not obliged to consider any bookings sought to be made more than 1 month in advance.
- (19) DAGM Occupiers or Quays SA Occupiers must not use the tennis court unless they provide written confirmation to DAGM that they:
 - (a) have received a copy of the provisions of this Additional Rule 6.17; and
 - (b) use the tennis court at their own risk and release the Owners Corporation for any Loss that may be suffered or incurred.

Additional rules

6.18 Developer may install signage

For 5 years after the date of registration of the Plan of Subdivision, MAB Corporation Pty Ltd ACN 065 207 230 (**Developer**) or any agent of the Developer may erect 'for sale' signs or other advertising signs (**Developer's Signs**) on any part of the Common Property or any tenancy controlled by the Developer provided that the Developer:

- (1) gives the Owners Corporation details of the Developer's Signs, including their proposed location;
- (2) pays all costs for erecting the Developer's Signs;
- (3) does not damage the Common Property or the structural or functional integrity of any Lot or any building or improvement on any part of the Common Property; and
- (4) repairs any damage to the Common Property caused by the Developer.

7 Lots

7.1 Change of use of Lots

Model rule

- (1) An owner or occupier of a Lot must give written notification to the Owners Corporation if the owner or occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

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

Additional rules

- (2) An Occupier must not use its Lot in any manner that may risk the health, safety or security of others.
- (3) An Occupier may only change the original permitted use of its Lot:
 - (a) after receiving the consent of the Owners Corporation to do so;

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- (b) after obtaining all consents, permits and other permissions required by Law to effect the change; and
 - (c) provided that no other Rule will be or is reasonably likely to be breached as a consequence of the change of use.
- (4) Subject to Rules 7.1(1), 7.1(3)(a) and 7.1(3)(b) (if applicable), the Owners Corporation must permit the change of use of any Lower Lot to or from use as a Serviced Apartment.

Additional rule

7.2 Access

- (1) An Occupier must permit the Owners Corporation to enter its Lot to inspect, repair, maintain or replace any part of the Lot, the Common Property or the Services.
- (2) To exercise the right under Rule 7.2(1), the Owners Corporation must:
 - (a) give at least 3 Business Days prior Notice (except in the case of emergency, where no Notice is required); and
 - (b) act reasonably to minimise any inconvenience.

Additional rule

7.3 Cleaning and repair

An Occupier must:

- (1) keep its Lot (including any parking space, storage bays or cages, balconies and other property that forms part of its Lot) neat, clean, tidy and in good repair and condition;
- (2) regularly clean all exterior glass surfaces on the boundary of its Lot that are not:
 - (a) the responsibility of the Owners Corporation to clean; or
 - (b) unsafe to access; and
- (3) take all reasonable steps to minimise any disturbance, noise and interruption to others when cleaning.

Additional rule

7.4 Lot and balcony appearance

An Occupier must not without first obtaining the consent of the Owners Corporation:

- (1) keep anything within its Lot that is visible from the outside of the Lot which is:
 - (a) unsightly; or
 - (b) inconsistent with the general appearance, quality and style of the Development;
- (2) attach or hang from the exterior of its Lot any aerial, speaker, acoustic device, television screen, security device, wires or other apparatus;

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- (3) install curtains, blinds other window furnishings:
 - (a) where the effect is to alter the façade of the Development; or
 - (b) that are backed with a fabric other than an unpatterned white fabric;
- (4) construct or erect any shed, storage cage, enclosure or structure of any nature or description on a balcony, car parking space, terrace garden area or otherwise;
- (5) tint or otherwise alter any glazed surfaces to alter their appearance;
- (6) hang any items (including bedding or clothes) on any part of the exterior of its Lot so as to be visible from outside its Lot; or
- (7) in any way alter external surfaces of its Lot.

Additional rule

7.5 Altering a Lot

- (1) An Occupier must not commence any works at all that will alter its Lot unless the:
 - (a) Occupier has submitted fully detailed and dimensioned drawings (including cross-sections and elevations) of the proposed works to the Owners Corporation;
 - (b) Owners Corporation has approved those drawings;
 - (c) Occupier has obtained all necessary consents, permissions and approvals from any Authority to carry out and complete the proposed works;
 - (d) Owners Corporation has been provided with a copy of all of those consents, permissions and approvals and has notified the Occupier that it is satisfied with all conditions of them;
 - (e) Occupier has entered into an agreement with the Owners Corporation (and if required by the Owners Corporation any person or entity to be involved with the proposed works) on terms satisfactory to the Owners Corporation in its absolute discretion dealing with the following issues:
 - (i) insurance of workers, for public liability and any other risks;
 - (ii) access arrangements;
 - (iii) times within which the proposed works may be carried out in order to minimise the effect of the proposed works on any other person;
 - (iv) use of Common Property;
 - (v) supervision and responsibility of the Occupier as principal contractor;
 - (vi) cleaning and daily removal of all traces of materials or effects of the proposed works;
 - (vii) access and location of parking for any vehicles or trades involved with the proposed works;

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- (viii) the quality, qualification, experience and reputation of any person involved with the proposed works; and
 - (ix) anything else that the Owners Corporation considers relevant or appropriate.
- (2) The reference in Rule 7.5(1) to any works includes any:
 - (a) renovation;
 - (b) alteration;
 - (c) demolition;
 - (d) addition;
 - (e) repair;
 - (f) installation or placement of a heavy item such as a safe,unless the works are expressly permitted otherwise by these Rules.
- (3) An Occupier is responsible for and indemnifies the Owners Corporation and each and every Occupier against all Loss that it may suffer or incur in any way related to the Occupier carrying out any works to its Lot.
- (4) An Occupier must pay on demand all costs of the Owners Corporation associated with reviewing, considering and approving any request to carry out works to its Lot, including the Owners Corporation's legal costs on an indemnity basis.

Additional rule

7.6 Floor coverings

An Occupier must:

- (1) ensure that all floor area within its Lot is sufficiently covered or treated to prevent transmission of noise which may be likely to cause any noise or vibration that can be heard or felt outside of the Lot; and
- (2) not alter any floor covering in its Lot without first satisfying the Owners Corporation that the proposed alteration will:
 - (a) enable the Occupier to comply with Rule 7.6(1); and
 - (b) comply with acoustic standards applied to the Development.

Additional rule

7.7 Vehicles on Lots

- (1) An Occupier must:
 - (a) only use any car parking space for the parking of registered and roadworthy vehicles;
 - (b) ensure that its car parking space remains free from oil, coolant, grease, Contaminants or other materials or substances; and

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- (c) remove any vehicle from its car parking space that is not used for any period exceeding 2 weeks or which otherwise becomes dangerous or unsightly.
- (2) The Owners Corporation may arrange for any vehicle parked or left in breach of these Rules to be towed away.
- (3) The cost of the Owners Corporation to tow away any vehicle will be a debt due to the Owners Corporation, payable on demand, by the Occupier that is responsible for the vehicle gaining access to the Development, whether or not that Occupier is the registered owner of the vehicle.
- (4) The cost of the Owners Corporation to clean and remove oil, coolant, grease, Contaminants or other materials or substances from any Lot will be a debt due to the Owners Corporation, payable on demand, by the Occupier that is responsible for the vehicle that has dropped the oil, coolant, grease or other materials or substances accessing the Lot, whether or not that Occupier is the registered owner of that vehicle.

Additional rule

7.8 Electronic interference

An Occupier must not use on its Lot any machine, equipment or instrument which causes interference with wireless or telephone reception in any other Lot unless such machine, equipment or instrument is effectively fitted with a device which prevents interference with wireless or telephone reception by any other owner, occupier or the Owners Corporation.

Additional rule

7.9 Heating and cooling

An Occupier must not install any heating or cooling device or machine where any part of that device would be located on Common Property other than by mounting the plant and equipment for it in an area first approved by the Owners Corporation.

Additional rule

7.10 Change of ownership

An Occupier must notify the Owners Corporation of any change of ownership or occupancy of its Lot, before the change of ownership or occupancy in fact occurs.

8 Services Agreement with Serviced Apartments Operator

Additional rules

8.1 Engagement of Serviced Apartments Operator

The Owners Corporation must:

- (1) enter into and maintain a services agreement with a serviced apartments operator (**Serviced Apartments Operator**):
 - (a) for the provision of services (including administration, management, cleaning, security and maintenance services) to the owners of Lower Lots who wish to use their Lots as serviced apartments (at the cost of those owners of the Lower Lots);

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- (b) which includes the grant of a non-exclusive access licence to the Serviced Apartments Operator (free of charge) over such parts of the Common Property as are reasonably required by the Serviced Apartments Operator to access the communications and data rooms;
 - (c) which includes a right for the Serviced Apartments Operator to assign its rights under the services agreement to a purchaser of the business of the Serviced Apartments Operator; and
 - (d) otherwise on terms and conditions acceptable to the Owners Corporation acting reasonably.
- (2) only enter into a services agreement under Rule 8.1(1) with one Serviced Apartments Operator at any one time.

8.2 Utilisation of Serviced Apartments Operator

The owner of a Lower Lot who wishes to utilise the services of the Serviced Apartments Operator must enter into an agreement with the Serviced Apartments Operator for the provision of serviced apartment administration and management services.

8.3 Termination of Services Agreement

The Owners Corporation may only terminate a services agreement entered into under Rule 8.1(1):

- (1) by a special resolution (as defined in the Act); and
- (2) if it immediately enters into another services agreement under Rule 8.1(1) with another serviced apartments operator.

8.4 Initial Serviced Apartments Operator

The initial Serviced Apartments Operator will be DAGM. If DAGM assigns its rights to a purchaser of its business or is replaced with an alternative Serviced Apartments Operator, all references to DAGM in these rules shall be read as if they were references to the new operator.

9 Commercial Lots

Additional rules

9.1 Cumulative Rules

This Rule 9 applies to Occupiers of Commercial Lots in addition to any other Rule.

9.2 Commercial Lots

An Occupier of a Commercial Lot must:

- (1) apply for and obtain all necessary consents, permissions, approvals and licences to use the Commercial Lot at its own cost and on conditions that are satisfactory to the Owners Corporation in its absolute discretion;
- (2) at all times comply with each consent, permission, approval and licence and all Laws;
- (3) take out its own bins on each garbage collection day and bring those bins in before

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8am on each collection day or promptly after collection, whichever occurs last;

- (4) ensure that any contractors hired for the purpose of removing garbage pick up garbage between:
 - (a) 8am and 9am, if any rubbish is being picked up on Monday to Saturday; and
 - (b) between 9am and 10am, if any rubbish is being picked up on Sunday;
- (5) avoid unnecessary noise when filling bins;
- (6) ensure lids on bins are securely closed at all times;
- (7) regularly clean all bins to prevent build up of residue or odors;
- (8) not deposit, throw, leave or store any rubbish, dirt, dust, sweepings, waste or any other material that is reasonably likely to interfere with the peaceful enjoyment by any person of any Lot or Common Property other than in:
 - (a) proper, securely wrapped parcels that will retain all odours, liquids and emissions; and
 - (b) the areas specified for such purpose by the Owners Corporation;
- (9) not allow or arrange for delivery or collection of goods or rubbish other than at times approved of by the Owners Corporation in writing;
- (10) take all reasonable precautions to keep its Lot and the Common Property free from rodents, vermin, insects and other pests;
- (11) completely drain all glass items and deposit them unbroken in the area designated for glass by the Owners Corporation;
- (12) deposit all recyclable items in the area designated for recyclable items by the Owners Corporation;
- (13) neatly break down and collapse all cardboard boxes and other packaging before depositing them in the areas designated by the Owners Corporation so that they take up as little space as reasonably possible;
- (14) comply with all health, noise and other Laws in carrying on the business from its Lot;
- (15) not operate or allow access to a Commercial Lot for cleaning between the hours of 10pm and 7am;
- (16) properly filter all vapour and fumes before emission from a Commercial Lot so that any oil particles are removed from any air prior to its emission from the Commercial Lot;
- (17) properly filter all vapour and fumes before emission from a Commercial Lot so that any noisome odours are removed from any air prior to its emission from the Commercial Lot;
- (18) not affix a sign to its Lot or to the Common Property unless the sign:
 - (a) is only for the purposes of identifying the business carried on from its Lot



and the opening hours of that business;

- (b) complies with the requirements of all Authorities;
- (c) has first been approved by the Owners Corporation;
- (d) if an illuminated window sign, covers an area of not more than 10% of the window area;
- (e) if an under veranda business sign, does not exceed 2.5 metres measured horizontally and 0.5 metres measured vertically and does not contain any animation or intermittent lighting. No more than 2 signs will be permitted per tenancy, being one per street frontage;
- (f) if a façade sign, no more than 2 high quality flush signs will be permitted, including wall plaques affixed to the outside faces of the tenancy; and
- (g) if a window decal, covers an area of not more than 10% of the window area, provided that plain frosted decals that are reasonably required for privacy to office areas will be permitted regardless of size,

and an Occupier must make good any damage caused by the installation or removal of any sign affixed to its Lot or to the Common Property and restore the Common Property to the condition it was in before the sign was installed.

- (19) not use window displays such as for real estate listings or other display brochures unless:
 - (a) such displays and brochures use a high quality cable display system; and
 - (b) the proposed display has first been approved by the Owners Corporation
- (20) not affix posters, flyers or temporary signs to the inside window face of any Lot of Common Property.
- (21) not install any umbrella or heating device on Common Property unless it has first obtained approval of the Owners Corporation, approval will not be unreasonably withheld if:
 - (a) the Occupier has a licence or other rights over the area on which it wishes to place the umbrella or heating device;
 - (b) such umbrellas or heating devices are new or maintained in an as new and safe condition; and
 - (c) no prominent logos or signs are on the umbrellas or heating devices.

10 Behaviour of persons

10.1 Behaviour of owners, occupiers and invitees

Model rule

- (1) An owner or occupier of a Lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

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Additional rules

- (2) An Occupier must:
- (a) when on Common Property or visible from Common Property be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to any other person;
 - (b) not hold parties or gatherings on the Common Property unless the Owners Corporation first consents;
 - (c) use skateboards, scooters, roller skates, roller blades or similar forms of recreation or transport on the Common Property; and
 - (d) ensure that any child or minor over whom the Occupier has care, responsibility or control is at all times accompanied by a responsible adult on Common Property.

10.2 Noise and other nuisance control

Model rules

- (1) An owner or occupier of a Lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
- (2) Rule 10.2(1) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

Additional rule

- (3) An Occupier must:
- (a) ensure that no entertainment noise or any noise created by any mechanical installation is audible outside the Lot between the hours of 10pm and 8am (or such other hours as the Owners Corporation approves from time to time);
 - (b) not make any disturbing or irritating noises or install or use any appliance, engine, machine or instrument which causes or may be likely to cause noise or vibration on or about the Common Property or that can be heard or felt outside of the Lot in which the noise or vibration is emanating from; and
 - (c) not hold or permit to be held any social gathering in its Lot or on Common Property which is likely to cause any such noise as set out in this Rule.

Additional rule

10.3 Insurance

- (1) An Occupier must not bring to, do or keep anything in its Lot or bring anything on to Common Property which does or is likely to:
 - (a) increase the rate of insurance premium on the Development or the Common Property;
 - (b) contain any Contaminant;

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- (c) conflict with or breach:
 - (i) any Law relating to fires, contamination or flammable substance;
 - (ii) these Rules; or
 - (iii) any insurance policy on the Development or the Common Property.
- (2) An Occupier must reimburse the Owners Corporation on demand for any increase in insurance premium resulting from any consent given to, or act or neglect by, the Occupier.

11 Dispute resolution

Model rules

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

12 Default, interest and risk

Additional rules

- (1) An Occupier accesses and uses all Common Property at its own risk in all things.
- (2) An Occupier is responsible for and indemnifies the Owners Corporation and other Occupiers against all Loss incurred or suffered directly or indirectly caused or contributed to by the Occupier breaching any Rule, including:
 - (a) Loss incurred or suffered directly or indirectly by the Owners Corporation or another Occupier;

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- (b) legal fees and disbursements on a full indemnity basis and any Counsel or consultant's fees and expenses at the rate charged to the Owners Corporation incurred in obtaining any advice or representation in relation to a breach or a failure to comply; and
 - (c) additional costs and expenses including interest at the rate set out in Rule 12(8).
- (3) Rule 12(2) operates in addition to and does not in any way limit any other right or remedy of the Owners Corporation.
- (4) Any default in respect of which Loss is incurred shall be deemed not to have been remedied unless and until the default is remedied and payment to compensate for the Loss is made.
- (5) The Owners Corporation need not incur a Loss or make a payment before enforcing a right of indemnity conferred by these Rules.
- (6) Each indemnity in these Rules is a continuing obligation, separate and independent from the other obligations of an Occupier and survives an Occupier ceasing to be an Occupier.
- (7) Time shall remain the essence of these Rules notwithstanding any waiver given or indulgence granted by the Owners Corporation.
- (8) An Occupier must pay interest on any money payable by it under these Rules:
 - (a) from the due date for payment until the money is paid;
 - (b) on demand or whenever other monies are paid under these Rules, whichever occurs first;
 - (c) that is calculated and capitalised daily; and
 - (d) that is at the rate fixed under section 2 of the *Penalty Interest Rates Act* 1983 at the relevant time.
- (9) The Owners Corporation's right to interest does not limit any right of the Owners Corporation or:
 - (a) prevent the Owners Corporation recovering any amount exceeding the interest as a consequence of any default; or
 - (b) affect an Occupier's obligation to pay the outstanding amount on the date it becomes due for payment.
- (10) The Owners Corporation may but is not obliged to carry out any obligation of an Occupier that the Occupier has failed to carry out and if the Owners Corporation elects to do this, the Occupier must pay all costs of the Owners Corporation in doing so on an indemnity basis and on demand by the Owners Corporation to do so.



13 Complaints

Additional rule

Any complaint, application or request to the Owners Corporation must be addressed in writing to the secretary of the Owners Corporation or otherwise as the Owners Corporation may from time to time direct.

14 Goods and services tax

Additional rules

14.1 General

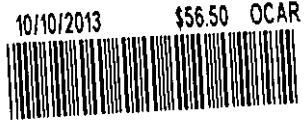
In this Rule 14:

- (1) words or expressions used in this Rule which have a particular meaning in the GST Law have the same meaning, unless the context otherwise requires;
- (2) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- (3) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
- (4) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

14.2 GST not included

- (1) Unless GST is expressly included, the consideration to be paid or provided under any Rule for any supply made under or in connection with these Rules does not include GST.
- (2) To the extent that any supply made under or in connection with these Rules is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided.
- (3) A party's right to payment under this Rule is subject to a valid tax invoice being delivered to the recipient of the taxable supply.
- (4) To the extent that 1 party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.
- (5) To the extent that any consideration payable to a party under these Rules is determined by reference to a cost incurred by a party, or is determined by reference to a price, value, sales, revenue or similar amount, the GST exclusive amount of that cost, price, value, sales, revenue or similar amount must be used.

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15 Parties

Additional rule

- (1) If a party consists of more than 1 person, these Rules bind each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) An Occupier which is a trustee is bound both personally and in its capacity as a trustee.

16 Variations

Additional rule

Changes to these Rules are effective on Notice of the change to an Occupier.

17 Governing law and jurisdiction

Additional rule

- (1) The law of Victoria governs these Rules.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

18 Severability

Additional rule

If any provision in these Rules is unenforceable, illegal or void or makes these Rules or any part of it unenforceable, illegal or void, then that provision is severed and the rest of these Rules remains in force.

19 Notices

Additional rules

19.1 Notice must be in writing

A Notice has no legal effect unless it is in writing.

19.2 Method of Service

In addition to any other method of service provided by law, the Notice may be:

- (1) sent by prepaid post to the last known address of the addressee;
- (2) sent by facsimile to the facsimile number of the addressee; or
- (3) delivered at the last known address of the addressee or subsequently notified by the addressee to the Owners Corporation.



19.3 Notices treated as received

- (1) A Notice must be treated as given and received:
 - (a) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting; or
 - (b) if sent by facsimile before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
 - (c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- (2) Despite Rule 19.3(1)(b) a facsimile is not treated as given or received unless at the end of the transmission the sender's facsimile machine issues a report confirming the transmission of the number of pages in the Notice.
- (3) A Notice sent or delivered in a manner provided by Rule 19.2 must be treated as validly given to and received by the party to which it is addressed even if:
 - (a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
 - (b) the Notice is returned unclaimed.

19.4 Notice given to solicitors

- (1) Any Notice by a party may be given and may be signed by its solicitor.
- (2) Any Notice to a party may be given to its solicitor by any of the means listed in Rule 19.2 to the solicitor's business address or facsimile number.

20 Owners Corporation Certificate

20.1 Certificate

Any application to the Owners Corporation for an owners corporation certificate must be made in writing and accompanied by the fee prescribed under the Act and or Regulations for each Lot required. On receipt of the written application and the prescribed fee, the Owners Corporation will issue a certificate in the form required by the Act and or Regulations.

20.2 Sale of transfer

Any member who sells or transfers a Lot must notify the Owners Corporation of the sale or transfer and provide the name and address of the new owner or their solicitor within 1 month of completion of the sale or transfer.

21 Artwork

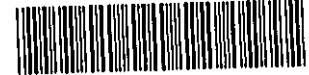
21.1 Public artwork

- (1) The artwork "Everlasting" by Nike Savvas (Public artwork), suspended in the accessway link of the Development, is to be retained for public enjoyment unless otherwise agreed by Places Victoria.

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- (2) The Owners Corporation must clean and maintain when reasonably required (and at least annually) and keep in good repair the Public artwork.

22 Exclusive Use Rights – Air-Conditioning Condensers

Additional rules

22.1 Definitions

In this Rule 22, unless the context requires otherwise:

- (1) **Exclusive Use Area** means an area of the Common Property on which an air-conditioning condenser has been installed to service a Lot, as set out in Rule 22.2;
- (2) **Exclusive Use Fee** means the fee to be paid by an Occupier in relation to the grant of the Exclusive Use Rights, as set out in Rule 22.2; and
- (3) **Exclusive Use Rights** means the rights to the exclusive use of an Exclusive Use Area, for the purpose of maintaining, servicing and replacing an air-conditioning condenser to service the corresponding Lot, as set out in Rule 22.2.

22.2 Exclusive Use of Common Property

The Occupiers of the following Lots are granted Exclusive Use Rights in relation to the following Exclusive Use Areas for the following Exclusive Use Fees:

Lot No.	Exclusive Use Area	Exclusive Use Fee
1.01	The area marked "1.01" on the attached Level 01 Floor Plan	\$10.00 p.a. (if demanded)
1.11	The area marked "1.11" on the attached Level 02 Floor Plan	\$10.00 p.a. (if demanded)
1.15	The area marked "1.15" on the attached Level 02 Floor Plan	\$10.00 p.a. (if demanded)
2.01	The area marked "2.01" on the attached Level 03 Floor Plan	\$10.00 p.a. (if demanded)
2.11	The area marked "2.11" on the attached Level 03 Floor Plan	\$10.00 p.a. (if demanded)
2.15	The area marked "2.15" on the attached Level 03 Floor Plan	\$10.00 p.a. (if demanded)
3.01	The area marked "3.01" on the attached Level 03.5 Floor Plan	\$10.00 p.a. (if demanded)
3.07	The area marked "3.07" on the attached Level 03 Floor Plan	\$10.00 p.a. (if demanded)
3.11	The area marked "3.11" on the attached Level 03.5 Floor Plan	\$10.00 p.a. (if demanded)
3.14	The area marked "3.14" on the attached Level 03.5 Floor Plan	\$10.00 p.a. (if demanded)

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3.15	The area marked "3.15" on the attached Level 03.5 Floor Plan	\$10.00 p.a. (if demanded)
4.01	The area marked "4.01" on the attached Level 04 Floor Plan	\$10.00 p.a. (if demanded)
4.07	The area marked "4.07" on the attached Level 04 Floor Plan	\$10.00 p.a. (if demanded)
4.11	The area marked "4.11" on the attached Level 04 Floor Plan	\$10.00 p.a. (if demanded)
4.14	The area marked "4.14" on the attached Level 04 Floor Plan	\$10.00 p.a. (if demanded)
4.15	The area marked "4.15" on the attached Level 04 Floor Plan	\$10.00 p.a. (if demanded)
5.01	The area marked "5.01" on the attached Level 05 Floor Plan	\$10.00 p.a. (if demanded)
5.07	The area marked "5.07" on the attached Level 05 Floor Plan	\$10.00 p.a. (if demanded)
5.11	The area marked "5.11" on the attached Level 06 Floor Plan	\$10.00 p.a. (if demanded)
5.15	The area marked "5.15" on the attached Level 06 Floor Plan	\$10.00 p.a. (if demanded)
6.01	The area marked "6.01" on the attached Level 05 Floor Plan	\$10.00 p.a. (if demanded)
6.11	The area marked "6.11" on the attached Level 06 Floor Plan	\$10.00 p.a. (if demanded)
6.15	The area marked "6.15" on the attached Level 06 Floor Plan	\$10.00 p.a. (if demanded)
S11	The two areas marked "S11" on the attached Level 07 Roof Plan	\$10.00 p.a. (if demanded)
S12	The two areas marked "S12" on the attached Level 00 Ground Floor Plan	\$10.00 p.a. (if demanded)
S13	The area marked "S13" on the attached Level 01 Floor Plan	\$10.00 p.a. (if demanded)
Part S5, being the area marked "N1R" on the attached Lot N1R Plan	The area marked "N1R" on the attached Level 07 Roof Plan	\$10.00 p.a. (if demanded)

22.3 Requirements in relation to the use of the Exclusive Use Area

An Occupier of a Lot to which this Exclusive Use Rule applies must:

- (1) only use the Exclusive Use Area:

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- (a) at its own risk and at the risk of any of their contractors, agents and invitees;
 - (b) in accordance with the Rules applying to the Common Property, except to the extent that the Rules are inconsistent with the provisions of this Rule 22; and
 - (c) in accordance with the reasonable requirements of the Owners Corporation;
- (2) at its cost, maintain the air-conditioning condenser situated on its Exclusive Use Area in good working order and condition and to the standard required by any Australian Standards relating to air-conditioning condensers from time to time;
- (3) repair damage caused by that Occupier or by any contractor, agent or invitee of that Occupier to the Common Property or the property of any other party in connection with that Occupier exercising its rights or complying with its obligations under this Exclusive Use Rule; and
- (4) give the Owners Corporation access to the Exclusive Use Area to which the Occupier has Exclusive Use to allow the Owners Corporation to exercise its rights and comply with its obligations under the Act, Regulations and these Rules. Except in an emergency, the Owners Corporation must provide the Occupier with reasonable notice before it accesses the Exclusive Use Area.

22.4 Exclusive Use Fee

Each Occupier to which this Exclusive Use Rule applies must pay to the Owners Corporation the Exclusive Use Fee (if demanded by the Owners Corporation).

22.5 Indemnities

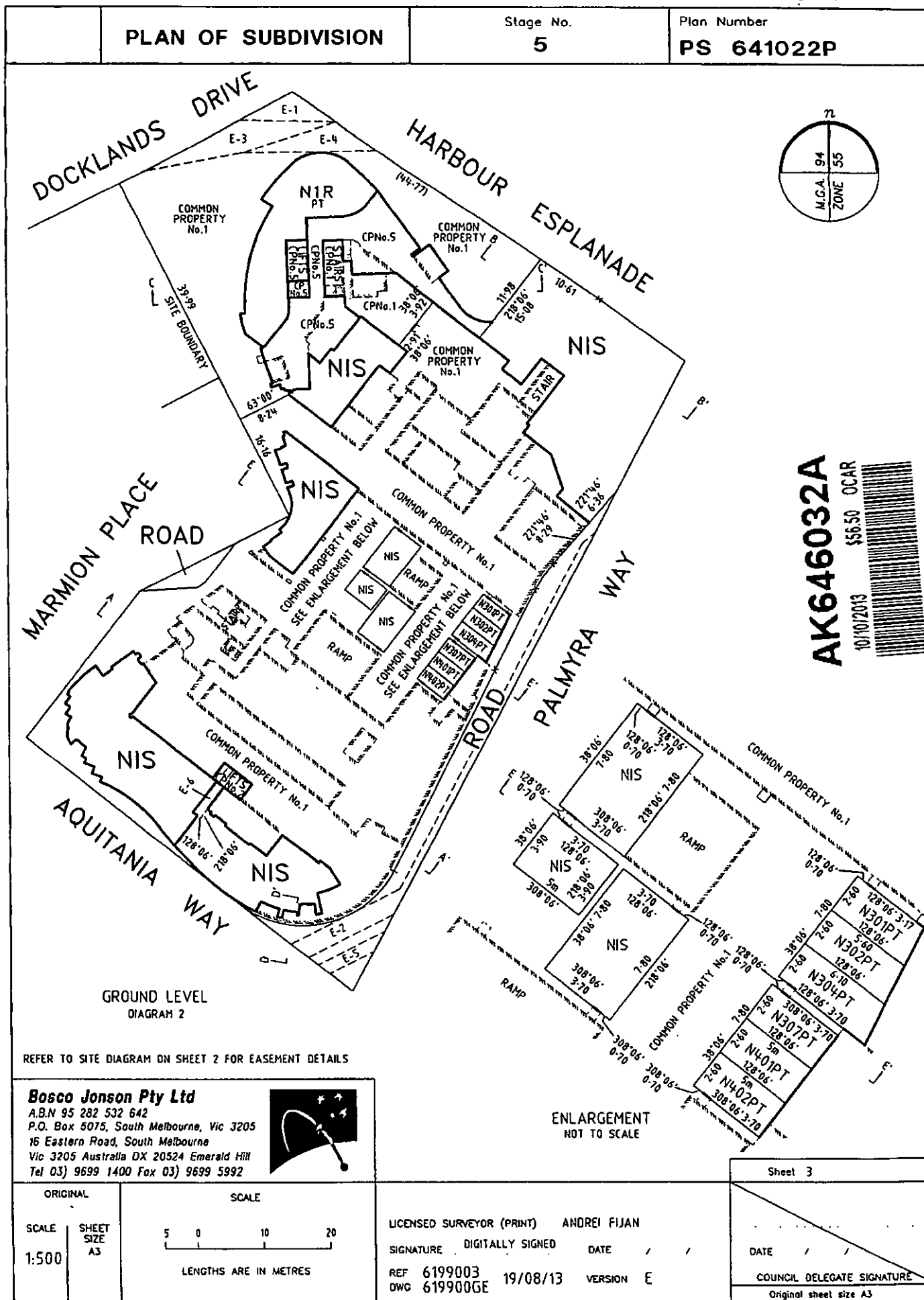
Each Occupier to which this Exclusive Rule applies indemnifies the Owners Corporation:

- (1) for all loss, costs or damages incurred because of a failure by that Occupier to comply with this Exclusive Use Rule; and
- (2) against all claims and liability caused by the exercise of that Occupier's rights or the compliance with that Occupier's obligations under this Exclusive Use Rule.

22.6 Amending or cancelling this Exclusive Use Rule

- (1) While and for so long as an Occupier who is granted the benefit of this Exclusive Use Rule complies with all obligations and provisions of this Exclusive Use Rule, the Owners Corporation may only amend or cancel this Exclusive use Rule, in respect of that Occupier's Exclusive Use Area, by special resolution and with the written consent of that Occupiers.
- (2) If an Occupier who is granted the benefit of this Exclusive Use Rule does not comply with all obligations and provisions of this Exclusive Use Rule, the Owners Corporation may amend or cancel this Exclusive Use Rule, in respect of that Occupier's Exclusive Use Area, by a resolution and on providing written notice of the amendment or cancellation to that Occupier.

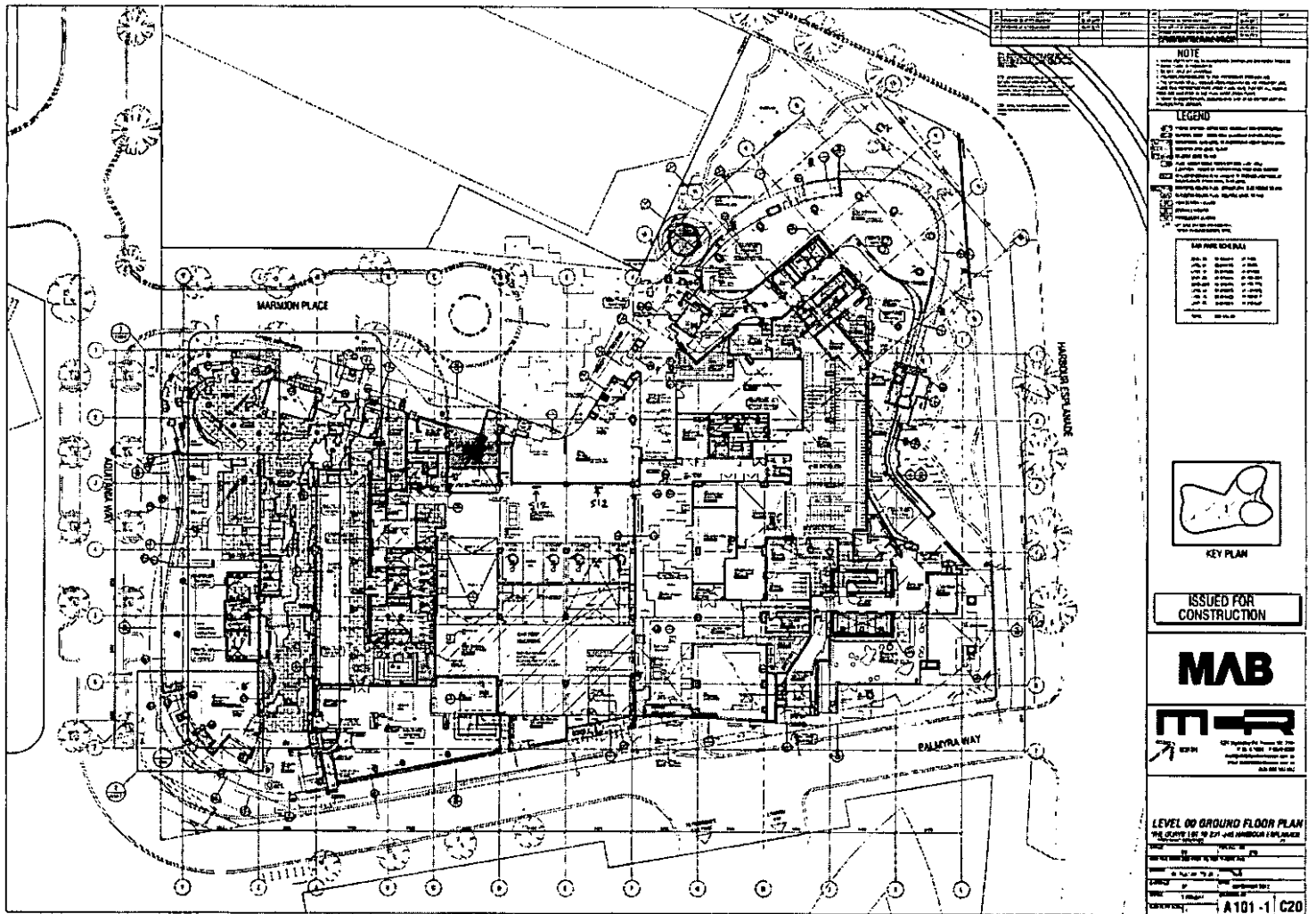
LOT N1R PLAN



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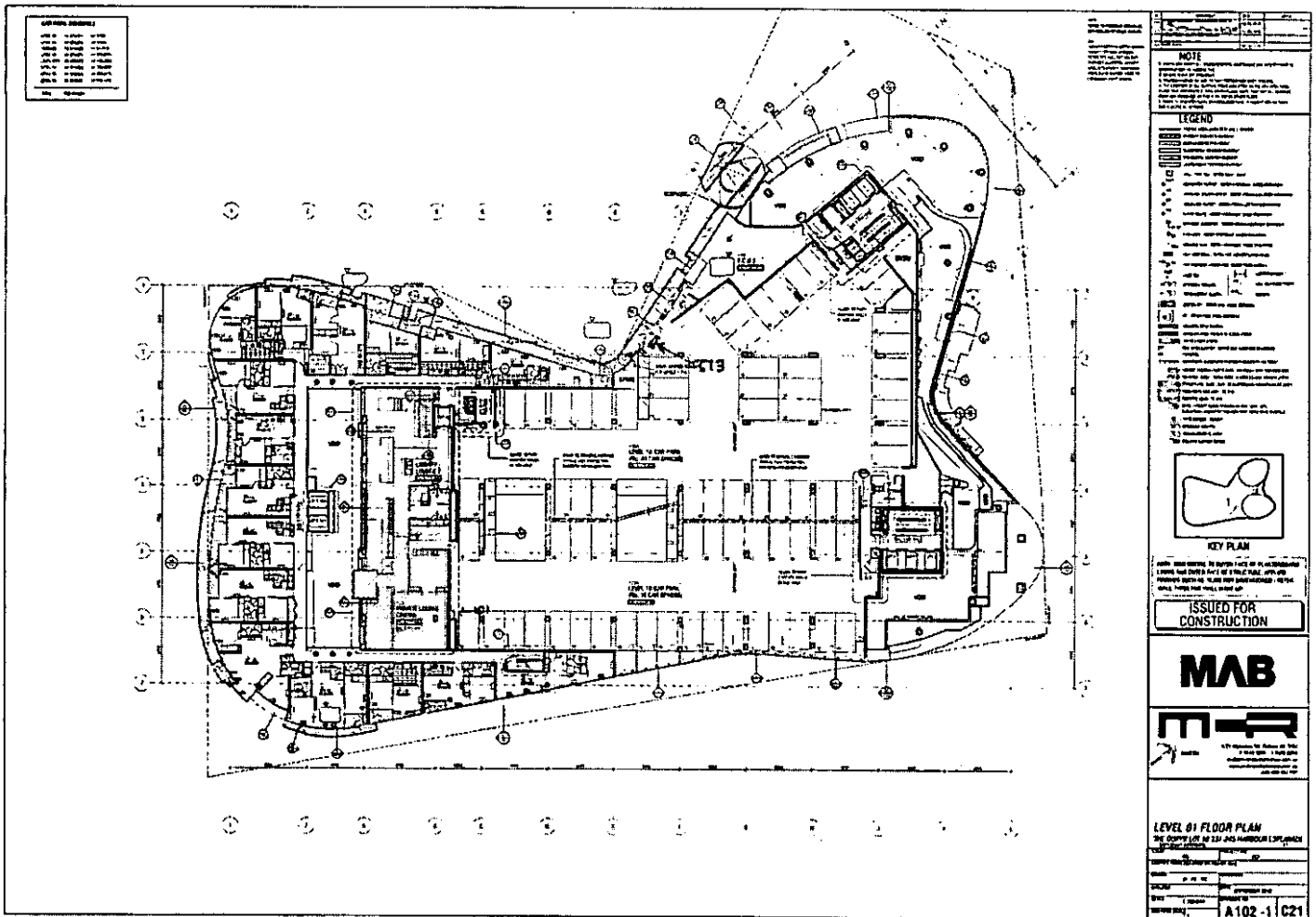
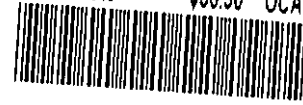
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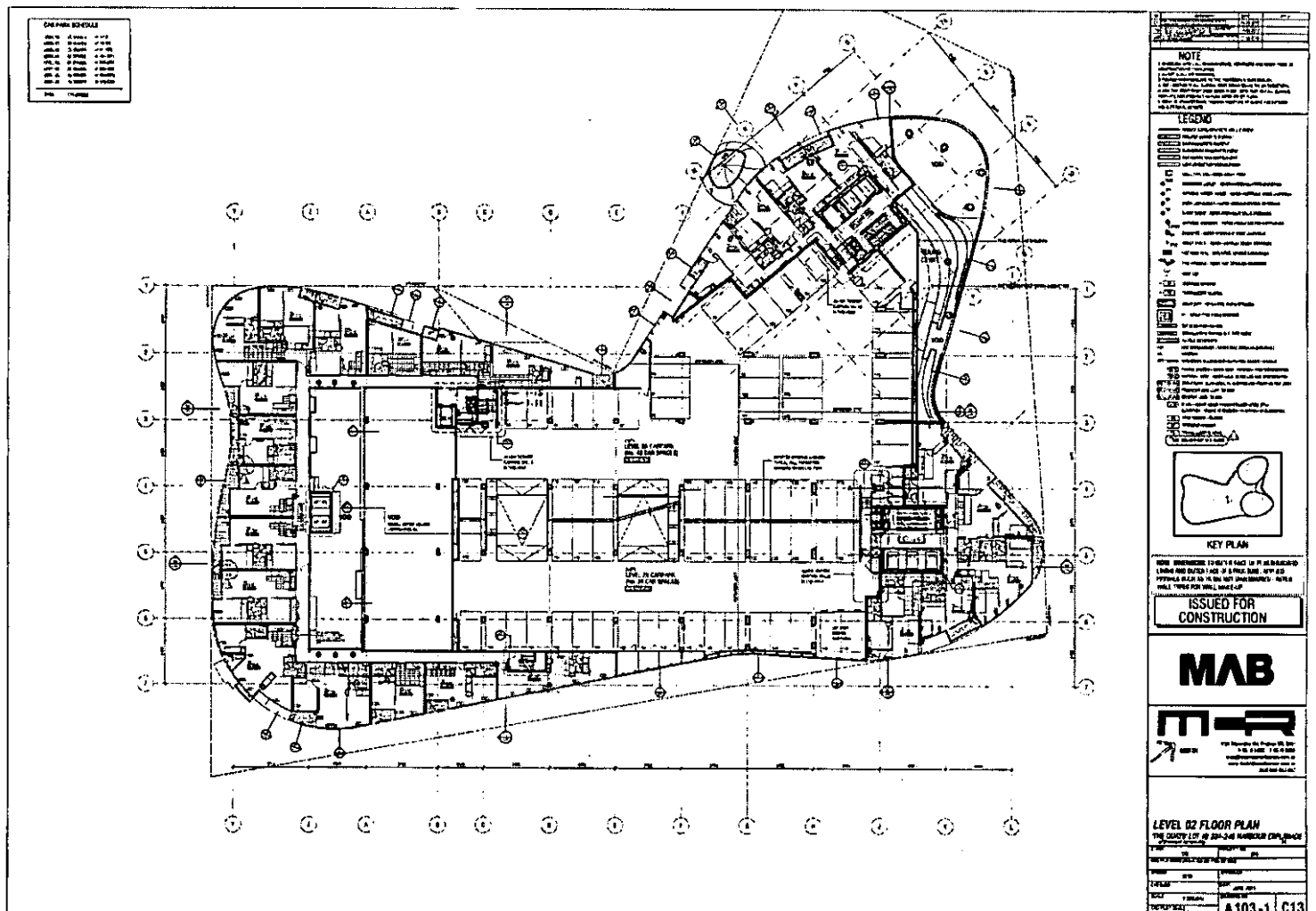
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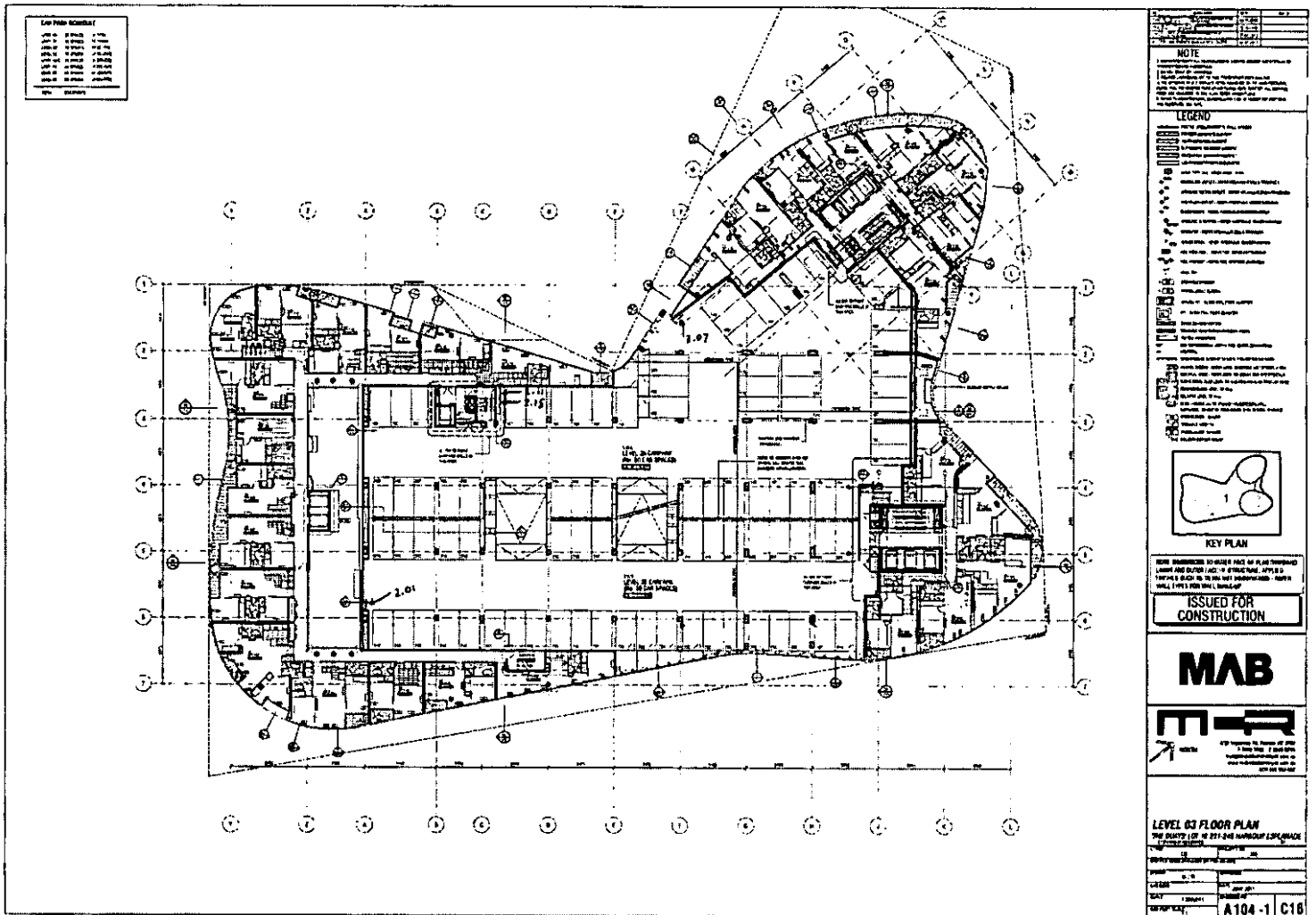
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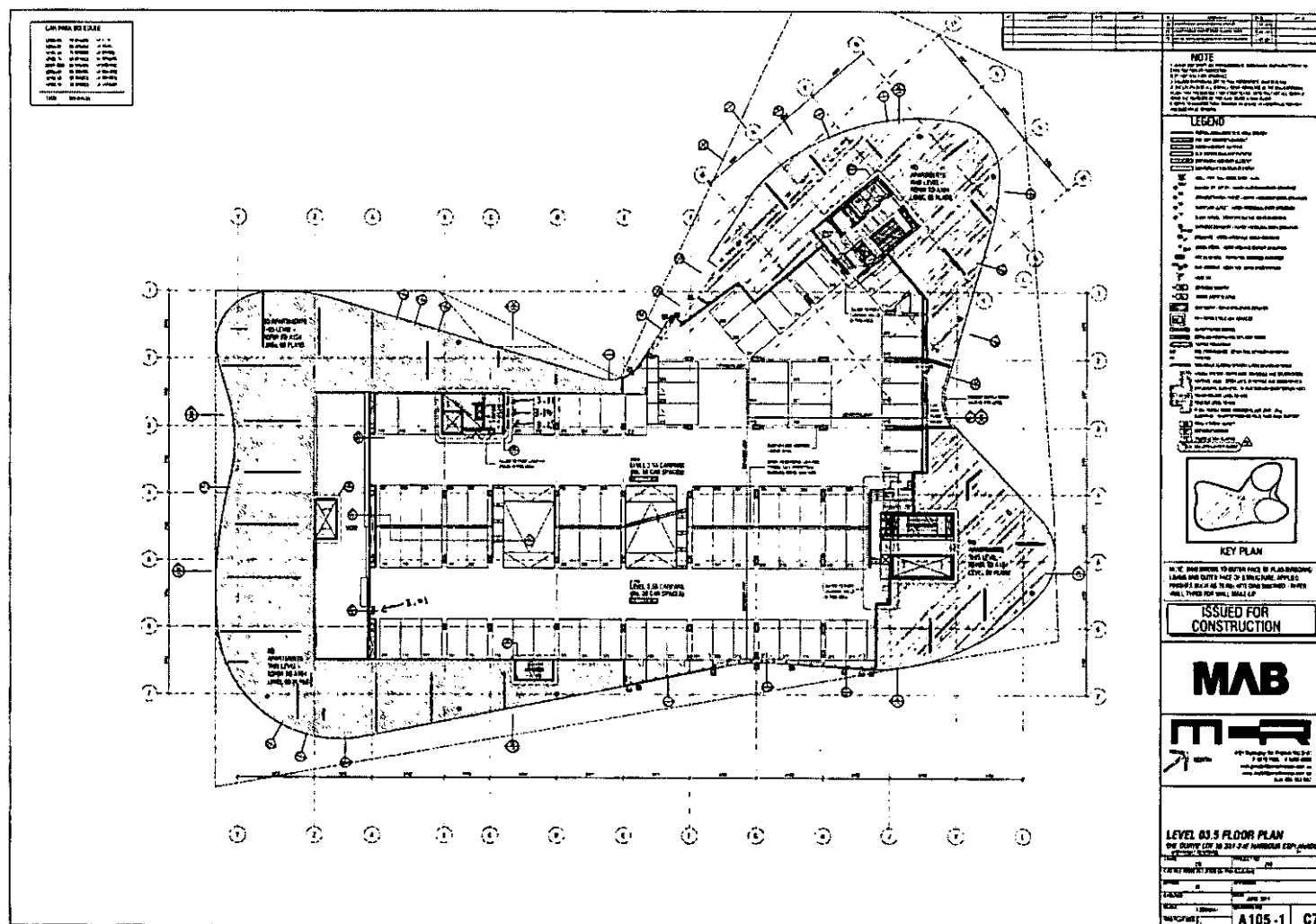
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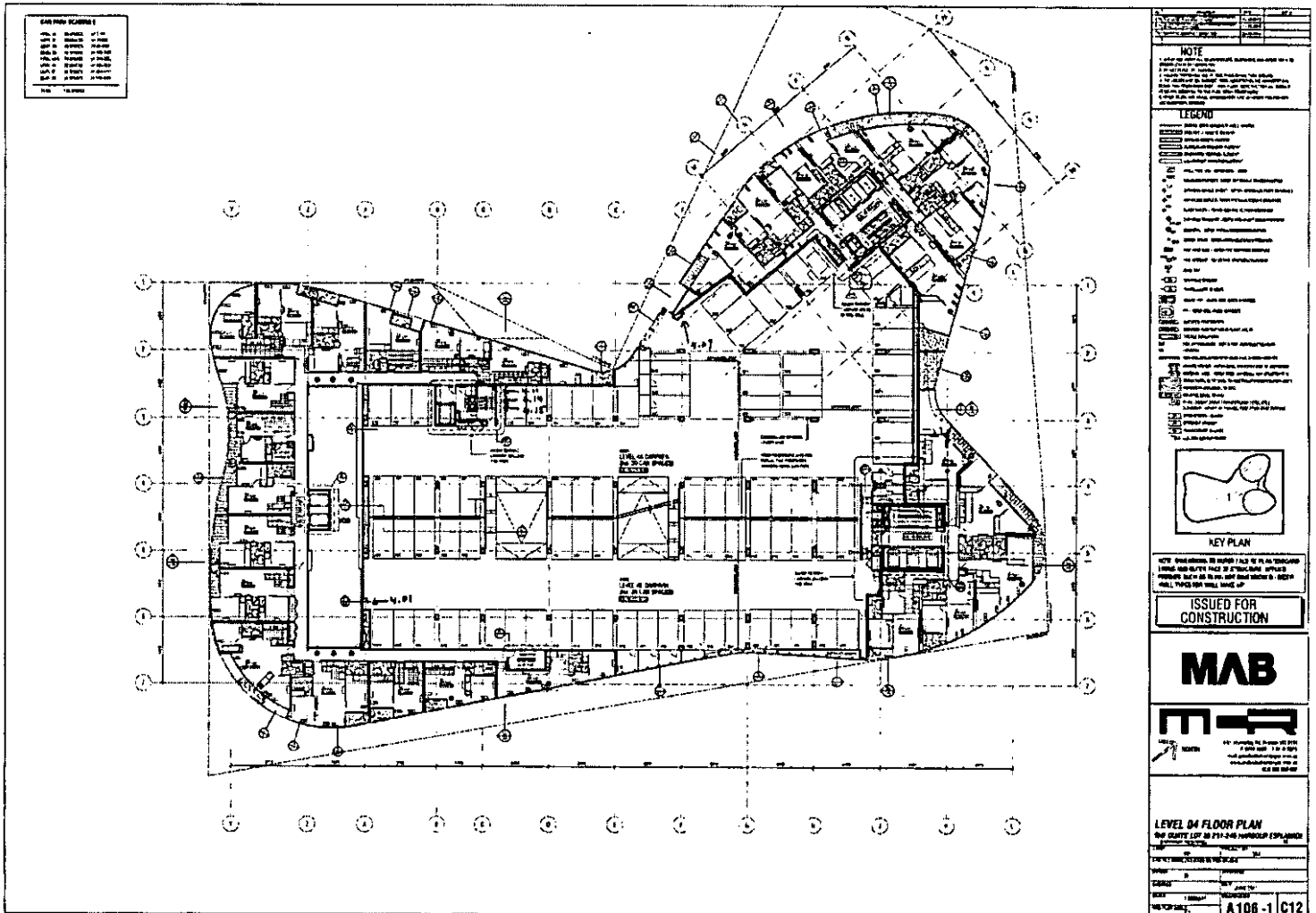
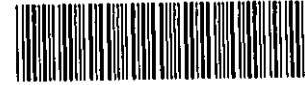
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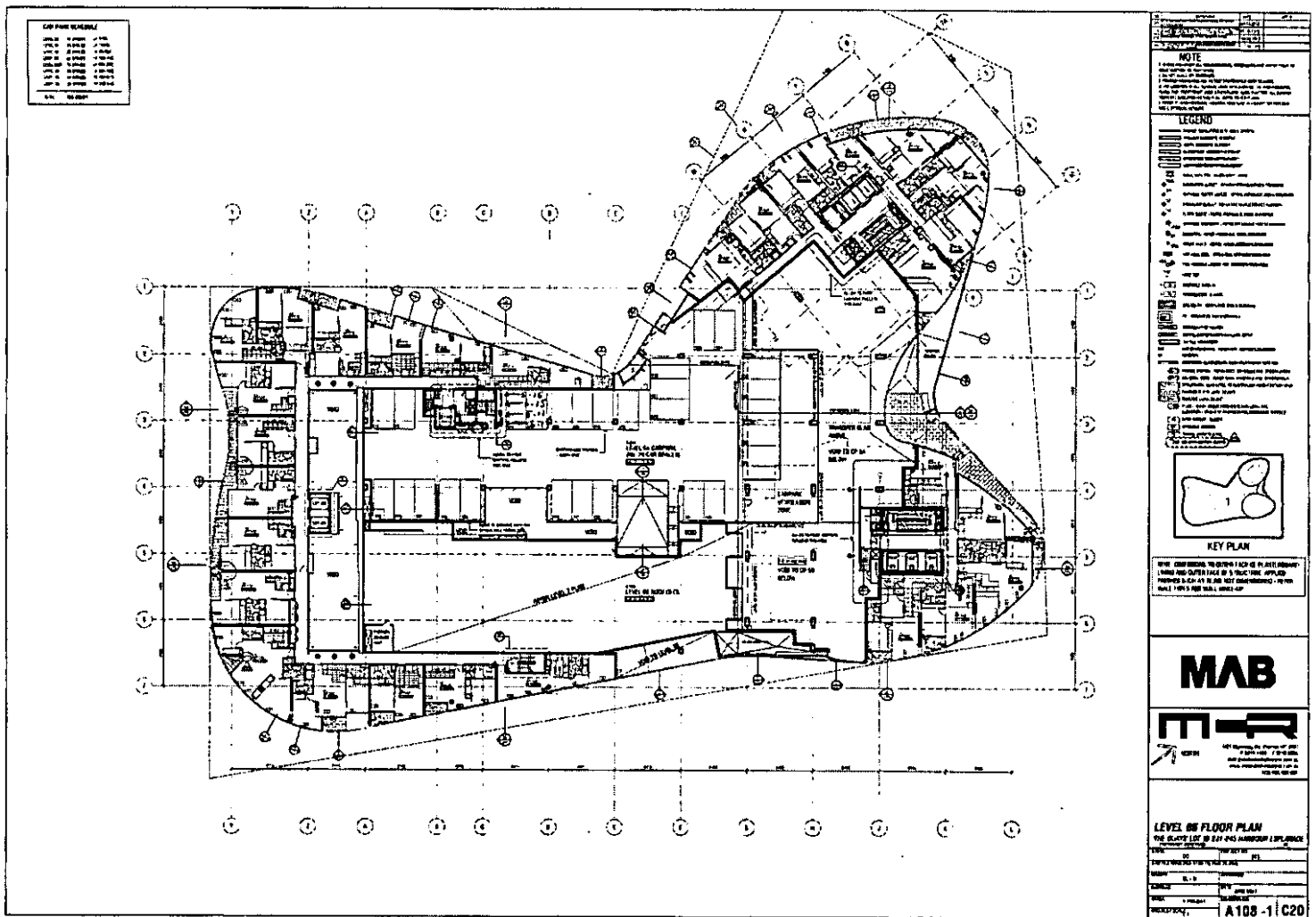
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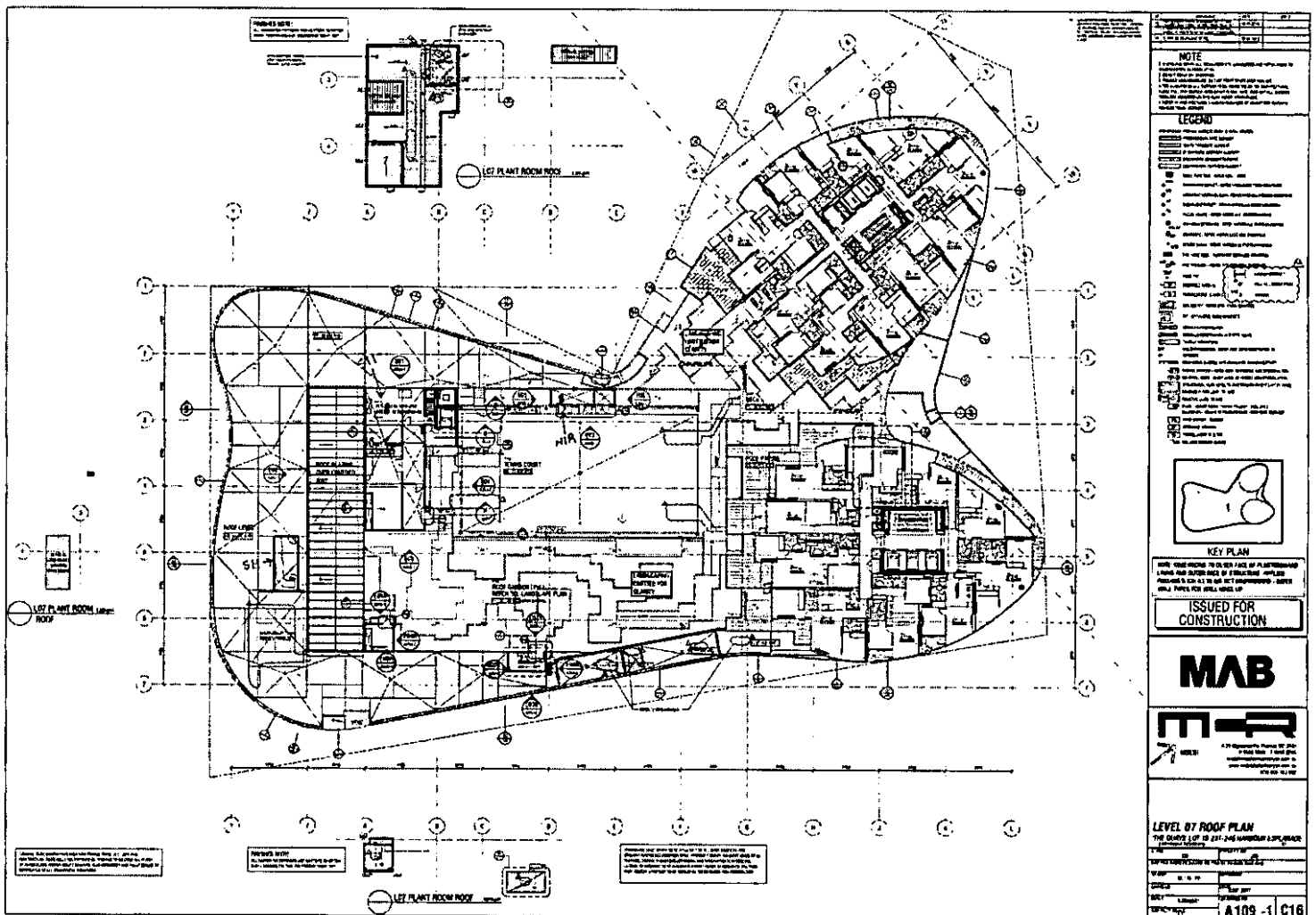


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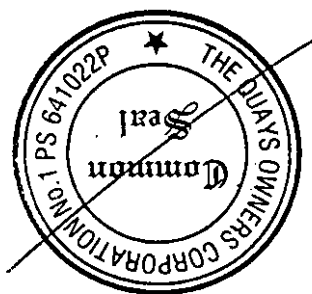
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Certification

I certify these Rules to be a true and correct copy of the Rules made at the Special Resolution dated 04/10/2013 (53 pages including this page)

Adrian Stuart Quinn

OWNERS CORPORATION MANAGER



Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.



**Owners
Corporation
Consultants &
Managers**

ABN 58 615 067 046
M PO Box 4158, Balwyn East VIC 3103
P (03) 8840 7022
E info@occm.com.au
W www.occm.com.au

OWNERS CORPORATION CERTIFICATE

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation Plan No: PS 641022P-3
Building Address: 231 Harbour Esplanade, Docklands
Applicant for the certificate: InfoTrack on behalf of Hiways Lawyers
Address for Delivery of Certificate: Level 5, 271 Spring Street, Melbourne VIC 3000
Date application was received: The 3rd day of July 2026
Date certificate is issued: The 9th day of July 2026

This certificate is issued for Lot 3002 on Plan of Subdivision No. PS 641022P-3
Postal Address: Unit 3002/231 Harbour Esplanade Docklands Vic 3008

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

- 1) The current fees for the above lot are **\$765.86** per quarter
- 2) The date up to which the fees for the lot have been paid is **31/10/23**. This is for the levy period of 01/08/23 to 31/10/23.
- 3) Total unpaid fees and levies are **\$9,328.33** inclusive of interest as at this day totalling \$499.95
- 4) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are as follows:

A Credit Budget Adjustment levy was struck due and payable on 30/06/25 for the amount of **\$97.52**. This amount remains unpaid

A Special Levy for **Interest to 20/12/23** was struck due and payable on 20/12/23 for the amount of **\$6.27**. This amount remains unpaid.

- 5) Repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (1) to (4) above are as follows:

None known of at this date

- 6) All insurances are held under Owners Corporation 1. Please refer to section (6) of the Owners Corporation 1 certificate for further details of such

- 7) The total funds held by the Owners Corporation as at this date are as per the attached balance sheet.

- 8) Liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (1) to (5) above are as follows:

None known of at this date

- 9) Details of any current contracts, leases, licences or agreements affecting the common property for the owners corporation are as follows:
- i. The Owners Corporation by Special Resolution has exercised Section 14 of the OCA 2006 to Allow the Owners Corporation to enter in to Leases and Licences for the use of the common property for the purposes of:
 - The owners corporation has entered into a Construction Access Licence with The Quays Towers Pty Ltd
 - ii. The Owners Corporation by Special Resolution has exercised Section 15 of the OCA 2006 to Allow the Owners Corporation to enter into Leases and Licences for the acquisition of private property for use as Common property for the following:
 - None known of at this date
 - iii. The Owners Corporation has entered into contractual agreements for the following:
 - Owners Corporation Manager
 - Lift Maintenance
 - Cleaning Contractor

Particulars of all Licences, Leases and Contracts are contained within the applicable Licences, Leases and Contracts. Copies of the Licences, Leases and Contracts will be kept by the Owners Corporation Manager for record keeping purposes.

- 10) The owners corporation has no current agreements to provide services to lot owners, occupiers or the public for a fee except for the following:
- None known of at this date
- 11) There are no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except for the following:
- None known of at this date
- 12) There are no legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings except for the following:
- None known of at this date
- 13) The Owners Corporation has resolved to appoint the following manager:
- OCC Management Pty Ltd
 PO Box 4158
 BALWYN EAST VIC 3103
 Contact: info@occm.com.au
- 14) No proposal has been made for the appointment of an administrator.

15) The documents that are attached to this owners corporation certificate are:

- The minutes of the last Annual/Special General Meeting
- A copy of the consolidated rules registered at Land Victoria
- A copy of the balance sheet for the owners corporation as at this date
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"

Further 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:

OCC Management Pty Ltd
info@occm.com.au

Dated: **9 July 2026**

The common seal of owners corporation plan no. PS 641022P-3 was affixed in accordance with Section 20 of the *Owners Corporations Act 2006* and in the presence of:



Aaron Healy

For and on behalf of OCC Management Pty Ltd

OCC Management Pty Ltd., PO Box 4158 Balwyn East VIC 3103
Phone: 03 8840 7022. E. info@occm.com.au





The Quays

231-245 Harbour Esplanade, Docklands VIC 3008

PLAN OF SUBDIVISION PS 641022P Owners Corporations 1, 2, 3 & 5

MINUTES OF ANNUAL GENERAL MEETING

Held Concurrently on **Thursday 19th February 2026** at 6:00pm

Hybrid, In Person in the Quays Level 1 Library

& Online via the Zoom Meetings Application

Attendance

The following members were in attendance:

Lot Owner	Lot Number	Participating For
Tristan McNaught & Jessica Carrillo	N410	OC1 & OC5
Valentino & Susan Audino	N502	OC1 & OC5
Bree Cromie	602	OC1 & OC3
Wei Xiong (<i>Proxy</i>)	H604	OC1 & OC2
Azra Alatovic & Darrin Southern	N808	OC1 & OC5
Daniela Schroeder & Kai Kleen	N906	OC1 & OC5
Gordon & Jeanette Thompson	1106	OC1 & OC3
Natalie Coe	N1309	OC1 & OC5
Stefania & Luca Morandini	N1407	OC1 & OC5
Verna Ruby Liddle	1502	OC1 & OC3
Emma Mullins	1607	OC1 & OC3
Santosh & Nita Kanade	1805	OC1 & OC3
David Perkovic	N1903	OC1 & OC5
Shane & Suzanne Mason	2104	OC1 & OC3
Elizaveta Konovalova	2110	OC1 & OC3
Norberto & Ma Jonalyn Capistrano	2201	OC1 & OC3
Nicole Hall	N2301	OC1 & OC5
Yuyang Mao	N2701	OC1 & OC5
Aakash Pujare & Ankita Gurbaxani	2810	OC1 & OC3

Proxies

The following members were in attendance by proxy:

Lot Owner	Lot Number	Participating For	In Favour Of
John Bajor & Judith Anne Bajor	N402	OC1 & OC5	Verna Liddle
Joseph Marmara	N409	OC1 & OC5	Verna Liddle
Slawomira Hetnal	807	OC1 & OC3	Verna Liddle
Priscilla Emma Heathwood	1008	OC1 & OC3	Verna Liddle
Michael Mckay & Angelita Tadena	N2004	OC1 & OC5	Verna Liddle
Michael Mckay & Angelita Tadena	2102	OC1 & OC3	Verna Liddle
Imogen Corrie	N2103	OC1 & OC5	Verna Liddle
James Liddle	2107	OC1 & OC3	Verna Liddle
Tracey Milne	N2503	OC1 & OC5	Verna Liddle
Roy John Tarling & Janice Christine Tarling	2606	OC1 & OC3	Verna Liddle
Santa DeLuca	2704	OC1 & OC3	Verna Liddle
Anthony DeLuca	2804	OC1 & OC3	Verna Liddle

Gregory William Shand & Janis Edna Lambden	3108	OC1 & OC3	Verna Liddle
Kristie Lee Ball	905	OC1 & OC3	Ben Ball
Cinnamon Fund Pty Ltd	S12	OC1	Wei Xiong
Etiennette Holdings Pty Ltd	S13	OC1	Wei Xiong
W & A Abdo Nominees Pty Ltd	S15	OC1	Wei Xiong
Skye Celeste Cristal Bevy	H305	OC1 & OC2	Wei Xiong
Skye Celeste Cristal McNeill	H505	OC1 & OC2	Wei Xiong
Junxiz Fu	H604	OC1 & OC2	Wei Xiong
Junxia Fu	H612	OC1 & OC2	Wei Xiong
Anthony Patrick Boylan & Hannah Jade Boylan	906	OC1 & OC3	Wei Xiong
Fangling Ma	N2108	OC1 & OC5	Wei Xiong
Zhiqing Zheng	N2308	OC1 & OC5	Wei Xiong
Jun Wu & Jianmei Jin	N2608	OC1 & OC5	Wei Xiong

In Attendance by Invitation

Aaron Healy	Owners Corporation Manager	Representing OCC Management
Penny Johnson	Senior Accounts Manager	Representing OCC Management
Ashleigh Britnell	Accounts Manager	Representing OCC Management
Bill Khan	Building Manager	Representing Facility Management Victoria
Jonathan Obonaga	Operations Manager	Representing Facility Management Victoria

1. Electronic Voting

Owners Corporation No. 1, 2, 3 & 5 resolved to proceed with Electronic Voting via *Survey Monkey* and the results will be contained within the minutes of the Meeting.

2. Meeting to Run Concurrently for Owners Corporations 1, 2, 3 & 5

Owners Corporation No. 1, 2, 3 & 5 resolved that the Annual General Meetings for the Unlimited and Limited Owners Corporations will run concurrently.

Establish Quorum

For **Owners Corporation 1**, there were 43 of the 622 lots present in person or by proxy at the meeting totalling 6.9%. Owners Corporation No. 1 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) **was not** present.

For **Owners Corporation 2**, there were 4 of the 96 lots present in person or by proxy at the meeting totalling 4.2%. Owners Corporation No. 2 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) **was not** present.

For **Owners Corporation 3**, there were 19 of the 275 lots present in person or by proxy at the meeting totalling 6.9%. Owners Corporation No. 3 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) **was not** present.

For **Owners Corporation 5**, there were 17 of the 246 lots present in person or by proxy at the meeting totalling 6.9%. Owners Corporation No. 5 acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) **was not** present.

Pursuant to s. 77 Owners Corporations Act 2006, the quorum of an Owners Corporation is 50% of lot entitlement.

The meeting proceeded noting that the resolutions made in this meeting pertaining to Owners Corporation No. 1, 2, 3 & 5 are interim decisions.

The Minutes of the Annual General Meeting have been circulated within 14 days of the meeting and will become binding on 29 days after the meeting, unless Members representing 25% of the lot entitlement for any of the Owners Corporations petition for a further meeting within 28 days of the meeting.

4. Appointment of Chairperson for the Meeting

Owners Corporation No. 1, 2, 3 & 5 resolved to appoint Mr Aaron Healy as the Chairperson of the meeting.

5. Accept Minutes of the previous Annual General Meeting

Owners Corporation No. 1, 2, 3 & 5 resolved that the Minutes of the Annual General Meeting held on 29th April 2025 be taken as read and confirmed as a true and correct record of the meeting.

6. Owners Corporation Manager's Report

Owners Corporation No. 1, 2, 3 & 5 acknowledged the Manager's Report as presented.

7. Owners Corporation Committee Report

Owners Corporation No. 1, 2, 3 & 5 acknowledged the Committee Report as presented.

8. Review of Insurance Cover

Owners Corporation No. 1 accepted and endorsed the components of the insurance policy as outlined in the Certificate of Currency attached to the Notice of Meeting and that a copy of the Product Disclosure Statement (PDS) and a copy of the Financial Services Guide (FSG) is available from the Manager upon request.

Owners Corporation No. 1 acknowledged that OCC Management Pty Ltd is an Authorised Representative of *Whitbread Insurance Brokers Pty Ltd* and is qualified to give general advice and factual advice about insurance, not personal advice.

Owners Corporation No. 1 acknowledged that the Owners Corporation Manager can renew the Building Insurance should Owners not respond to the Renewal Ballot in a timely manner.

Owners Corporation No. 1 acknowledged that the Owners Corporation Manager is authorised to raise a levy to fund the insurance premium if there are insufficient funds to meet the insurance premium expenditure to ensure that the Owners Corporation have insurance cover that meets the requirements of the Owners Corporation Act 2006.

9. Insurance Valuation

Owners Corporation No. 1 acknowledged that the last Insurance Valuation was obtained on 23 August 2022 and agrees to have the valuation renewed by August 2027.

10. Insurance Claims & Excess

Members resolved that the payment of the excess imposed on all claims will be:

- (a) For claims made on the Owners Corporation insurance, the excess is payable by the proprietor or occupier making the claim unless otherwise agreed in advance by the Owners Corporation.
- (b) The Owners Corporation will only be responsible for the excess on an insurance claim where the damage or insurable event has been caused by an act or omission on or from common property or a common property service.
- (c) A Lot Owner will be liable for payment of the excess on an insurance claim where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

11. Financial Accounts

11.1. Owners Corporation No. 1

Owners Corporation No. 1 acknowledged that the Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation No. 1.

11.2. Owners Corporation No. 2

Owners Corporation No. 2 acknowledged that the Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation No. 2.

11.3. Owners Corporation No. 3

Owners Corporation No. 3 acknowledged that the Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation No. 3.

11.4. Owners Corporation No. 5

Owners Corporation No. 5 acknowledged that the Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation No. 5.

12. Preliminary Budget Approvals

The Owners Corporation resolved to empower the Committee at its discretion, to approve draft budgets to strike quarterly levies for the new financial year and the approved budget will then be ratified by owners at the next Annual General Meeting.

13. Administration Fund Budget

13.1. Owners Corporation No. 1 Annual Administration Fund Budget

Owners Corporation No. 1 resolved to adopt the proposed Administration Fund Budget as tabled, and the Administration Fund levies are to be raised across this current financial year to 31st October 2026 of \$2,136,708.00 (plus GST).

13.2. Owners Corporation No. 2 Annual Administration Fund Budget

Owners Corporation No. 2 resolved to adopt the proposed Administration Fund Budget as tabled, and the Administration Fund levies are to be raised across this current financial year to 31st October 2026 of \$147,405.00 (plus GST).

13.3. Owners Corporation No. 3 Annual Administration Fund Budget

Owners Corporation No. 3 resolved to adopt the proposed Administration Fund Budget as tabled, and the Administration Fund levies are to be raised across this current financial year to 31st October 2026 of \$297,463.00 (plus GST).

13.4. Owners Corporation No. 5 Annual Administration Fund Budget

Owners Corporation No. 5 resolved to adopt the proposed Administration Fund Budget as tabled, and the Administration Fund levies are to be raised across this current financial year to 31st October 2026 of \$245,559.00 (plus GST).

14. Maintenance Fund Budget

14.1. Owners Corporation No. 1 Annual Maintenance Fund Budget

Owners Corporation No. 1 resolved to adopt the proposed Maintenance Fund Budget as tabled, and the Maintenance Fund levies are to be raised across this current financial year to 31st October 2026 of \$313,433.00 (plus GST).

14.2. Owners Corporation No. 2 Annual Maintenance Fund Budget

Owners Corporation No. 2 resolved to adopt the proposed Maintenance Fund Budget as tabled, and the Maintenance Fund levies are to be raised across this current financial year to 31st October 2026 of \$84,850.00 (plus GST).

14.3 Owners Corporation No. 3 Annual Maintenance Fund Budget

Owners Corporation No. 3 resolved to adopt the proposed Maintenance Fund Budget as tabled, and the Maintenance Fund levies are to be raised across this current financial year to 31st October 2026 of \$284,010.00 (plus GST).

14.4 Owners Corporation No. 5 Annual Maintenance Fund Budget

Owners Corporation No. 5 resolved to adopt the proposed Maintenance Fund Budget as tabled, and the Maintenance Fund levies are to be raised across this current financial year to 31st October 2026 of \$213,033.00 (plus GST).

15. Penalty Interest

Owners Corporation No. 1, 2, 3 & 5 authorised interest to be charged on fees in arrears greater than 30 days at the interest rate payable under the Penalty Interest Rate Act 1983.

Owners Corporation No. 1, 2, 3 & 5 authorised the Owners Corporation Manager be delegated the power to waive interest outstanding on any case up to the equivalent of 30 days interest.

Owners Corporation No. 1, 2, 3 & 5 authorised OCC Management to waive interest without approval up to the amount of \$50.00 or the equivalent of one Quarter.

16. Debt Collection

Owners Corporation No. 1, 2, 3 & 5 resolved to recover outstanding Owners Corporation fees and charges by action in any court of competent jurisdiction as a debt due to the Owners Corporation.

Owners Corporation No. 1, 2, 3 & 5 resolved that the Manager is authorised to engage a lawyer or debt collector to progress any Debt Recovery processes.

Owners Corporation No. 1, 2, 3 & 5 resolved that the Manager can charge a Lot Owner to pay the Owners Corporation reasonable costs incurred by the Owner's Corporation in recovering an unpaid amount from the lot owner such as administrative, legal and other charges relating to the debt recovery letter and any subsequent court proceeding.

17. Committee Election

Owners Corporation No. 1, 2, 3 & 5 resolved to elect one Committee to run the Owners Corporations as a whole.

Due to the number of nominations received, an election was taken and Owners Corporation No. 1, 2, 3 & 5 then voted to elect the following Members to serve as the Committee until the next Annual General Meeting.

Name	Lot Number	Participating For	
Noberto Capistrano	2201	OC1 & OC3	
Nicole Hall	N2301	OC1 & OC5	
Elizaveta Konovalova	2110	OC1 & OC3	
Verna Liddle	1502	OC1 & OC3	
Daniela Schroeder	N906	OC1 & OC5	
Gordon Thompson	1106	OC1 & OC3	
Wei Xiong	H604	OC1 & OC2	(Proxy Holder)

Owners Corporation No. 1, 2, 3 & 5 resolved that the Owners Corporation Committee shall act as the Grievance Committee as per the Rules of the Owners Corporation or alternatively can elect a sub-committee (Working Group) to act in that capacity.

18. Delegation of Powers to the Committee

- a) Owners Corporation No. 1, 2, 3 & 5 resolved to delegate all of the powers and functions that may be delegated to the Committee of the Owners Corporation (except for the power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting, or the power to delegate, or the powers delegated to the Manager), pursuant to s. 11(2)(a) Owners Corporations Act 2006. These powers and functions are set out the in the Owners Corporations Act 2006, Owners Corporations Regulations 2018 and Rules of the Owners Corporation.

A resolution by the Committee that is made in respect to any matter for which the powers have been delegated to it has the effect of a resolution made on behalf of the Owner's Corporation. Such resolutions include, but are not limited to, the power to pass a resolution to affix the common seal.

- b) Owners Corporation No. 1, 2, 3 & 5 resolved to delegate all the powers and functions that may be delegated to the Manager in accordance with s. 11(2)(b) Owners Corporations Act 2006 to enable the Manager to carry out its functions. These powers and functions are set out the in the Owners Corporations Act 2006, Owners Corporations Regulations 2018 and Rules of the Owners Corporation

c) Contract Term Limits

The Committee shall ensure that all new service or supplier contracts entered into on behalf of the Owners Corporation have:

- a **maximum term of 5 years;**
- a **preference for an initial term of 2 years +1, with optional extension periods permitted;**

d) Major Contract Tender Requirements

The Committee shall not automatically renew contracts and/or enter into any service or supply contract with a **total contract value exceeding \$100,000** unless a **competitive tender process** is conducted by:

- the **Owners Corporation Manager, or**
- a **nominated 3rd party, independent of the service/supply contract at hand, or**
- the **Committee or a Sub-Committee,**

*Provided that any person involved has **no conflicts of interest** and is **not associated with the service or supplier under consideration.***

- e) Notwithstanding the foregoing (c) & (d), the OC Committee may approve exemptions where it determines, **after careful consideration of all relevant facts**, that doing so is in the **best interest and/or advantage of the Owners Corporation.**

Members Noted: The general functions and powers of the Owners Corporation are those set out in the Owners Corporation Act 2006 and that the Owners Corporation must do all things necessary to undertake and perform those functions and to properly exercise those powers.

19. General Business

There were no items of General Business beyond the following:

Motion of Thanks

A motion of thanks was given to the Committee, highlighting their voluntary nature and the level of work required by the members. Also, to the outgoing members not standing again for re-election.

20. Meeting Closure

With no further matters to discuss, the meeting was declared closed at 6:29pm.

Balance Sheet - O/Corp 641022P
"THE QUAYS"
349-351 DOCKLANDS DRIVE, DOCKLANDS, VIC 3008
For the Financial Period 01/11/2025 to 09/07/2026

OC3			
	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
OC 641022P CP#1	\$288,073.30	\$127,487.45	\$415,560.75
Macquarie Bank BSB: 183-334 Acc No: 263381014			
OC 641022P CP#2	\$0.00	\$0.00	\$0.00
Macquarie Bank BSB: 183-334 Acc No: 259317675			
OC 641022P CP#3	\$0.00	\$0.00	\$0.00
Macquarie Bank BSB: 183-334 Acc No: 266225226			
OC 641022P CP#5	\$0.00	\$0.00	\$0.00
Macquarie Bank BSB: 183-334 Acc No: 249423625			
PS 641022P OC3 TERM NUMBER 1	\$0.00	\$339,873.43	\$339,873.43
Macquarie Bank BSB: 183-334 Acc No: 225672989			
PS 641022P OC3 TERM NUMBER 2	\$0.00	\$272,800.33	\$272,800.33
Macquarie Bank BSB: 183-334 Acc No: 202839700			
PS 641022P OC3 TERM NUMBER 3	\$0.00	\$295,473.54	\$295,473.54
Macquarie Bank BSB: 183-334 Acc No: 272065400			
PS 641022P OC3 TERM NUMBER 4	\$0.00	\$577,368.20	\$577,368.20
Macquarie Bank BSB: 183-334 Acc No: 269270666			
Levies Receivable	\$27,119.33	\$24,422.32	\$51,541.65
Total Assets	\$315,192.63	\$1,637,425.27	\$1,952,617.90
Liabilities			
BAS Clearing	\$(2,796.21)	\$0.00	\$(2,796.21)
Company PAYG	\$(18,361.00)	\$(331.00)	\$(18,692.00)
Paid in Advance	\$13,290.40	\$12,653.81	\$25,944.21
Unidentified Deposits	\$296.16	\$0.00	\$296.16
GST Clearing Account	\$(34.61)	\$14,858.14	\$14,823.53
Total Liabilities	\$(7,605.26)	\$27,180.95	\$19,575.69

Balance Sheet - O/Corp 641022P

"THE QUAYS"

349-351 DOCKLANDS DRIVE, DOCKLANDS, VIC 3008

For the Financial Period 01/11/2025 to 09/07/2026

OC3

	Administrative	Maintenance	TOTAL THIS YEAR
Liabilities (Continued)			
Net Assets	\$322,797.89	\$1,610,244.32	\$1,933,042.21
Owners Funds			
Opening Balance	\$256,921.76	\$1,414,620.69	\$1,671,542.45
Net Income For The Period	\$65,876.13	\$195,623.63	\$261,499.76
Total Owners Funds	\$322,797.89	\$1,610,244.32	\$1,933,042.21

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

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