

Contract of sale of land

Property:

**Unit 1406, 673 La Trobe Street, Docklands VIC
3008**

Settled LAW
& CONVEYANCING

Settled Law & Conveyancing

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Contract of Sale of Land

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Unit 1406, 673 La Trobe Street, Docklands VIC 3008

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

SIGNED BY THE VENDOR:

SIGNED on/...../.....

for and on behalf of:

Simran Kaur Suchde

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable): As Executor of the Estate of the Late Shireen Bangah

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

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Particulars of Sale

Vendor's estate agent

Name: Everywhere Real Estate
Address: Suite 205, 111 Overton Road, Williams Landing VIC 3027
Email: archi@everywhere.com.au
Tel: 03 9526 8103 Mob: 0424 786 708 Fax: Ref: Archi Altun

Vendor

Name: Simran Kaur Suchde as Executor of the Estate of the Late Shireen Bangah
Address: C/- Settled Law, Level 21, 459 Collins Street, Melbourne VIC 3000
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Settled Law
Address: Level 21, 459 Collins Street, Melbourne VIC 3000
Email: elle@settled.com.au Mob: 0485 935 766
Tel: 1300 666 354 Ref: 26-162588

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 11357 Folio 273	14E06	PS 613436T

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 unless otherwise stated or inferred.

Property address

The address of the land is: Unit 1406, 673 La Trobe Street, Docklands VIC 3008

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

All fixed floor coverings, light fittings, window furnishings and all other fixtures and fittings of a permanent nature

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 and special condition 8, 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 periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: \$ _____ Approval date: _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Supplier Notification - GST Withholding

The vendor reserves its rights to vary the notice at or prior to settlement

To: Purchaser / buyer

Property: Unit 1406, 673 La Trobe Street, Docklands VIC 3008

Supplier details

Name of supplier: Simran Kaur Suchde as Executor of the Estate of the Late Shireen Bangah

ABN: Not applicable

Address: 19 Howson Avenue, Turramurra NSW 2074

Withholding payment details

Purchaser / buyer must make a GST withholding payment: ☒ No ☐ Yes

Reason: the premises is not new or sale is not a taxable supply

Supplier's proportion of residential withholding payment: Not applicable

To be paid: Not applicable

Any consideration expressed otherwise than an amount in money? Not applicable

If yes, the GST inclusive market value of the non-monetary consideration: Not applicable

Other details: Not applicable

Special Conditions

Special condition 1 – Auction

1.1 If the property is sold by way of auction then:

- (a) The rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.
- (b) The Property is offered for sale by public auction, subject to the vendor's reserve price.
- (c) The bidding must be at a lump sum for the property sold. Subject to this contract and to the vendor's reserve price, the person making the highest bid which is accepted by the auctioneer by the fall of the hammer is the purchaser. If any dispute arises over any bid the auctioneer may decide:
 - (i) who was the last bidder; or
 - (ii) to submit the property at some former bidding.
- (d) No person may retract a bid or advance a lesser sum than the amount named by the auctioneer and the vendor may refuse any bid or withdraw the property from sale.

1.2 Payment of deposit

The person making the highest bid which is accepted by the auctioneer must immediately upon acceptance pay the deposit to the vendor's agent and sign this contract. If ten (10) minutes after acceptance the highest bidder has not paid the deposit and signed this contract the vendor may at any time sell the property to any other person either by auction, private treaty or any other means the purchaser will have no rights against the vendor, the vendor's agent or the auctioneer.

Special condition 2 – Entire agreement

2.1 Acknowledgment

The purchaser acknowledges and agrees that:

- (a) this contract of sale is the sole repository of the agreement between the parties;
- (b) there are no terms, conditions, representations or warranties relating to the sale of the land which have been relied upon by the purchaser in entering into this contract of sale except those included in this contract of sale;
- (c) the purchaser has not relied on any information in any brochure, investment report, information, memorandum, sales material or advertisement about the Land relating to:
 - (i) its area or measurements;
 - (ii) any description of any improvements, chattels, fixtures or fittings on the land,
- (d) the purchaser has relied on its own inspection and inquiries in purchasing the land, fixtures, fittings and goods sold with the land;
- (e) the purchaser has purchased the property in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;
- (f) the purchaser agrees to the vendor not removing any items situated on the garden or land nor is the vendor required to attend to any gardening works of whatsoever nature on the property prior to settlement;
- (g) general conditions 9, 12, 13 and 19.1 do not apply.

2.2 No warranties

The vendor and the agents of the vendor have not made any representation or given any warranty:

- (a) about the condition or quality of the Installations, the property or the services connected or available to it;
- (b) that the property is suitable for any purpose which the purchaser may have indicated as its intention to pursue;
- (c) that any permit of any nature has been obtained or is available from any relevant authority;
- (d) that any other land is available for acquisition (unless otherwise indicated in this contract of sale);
- (e) about the merchantability, quality or fitness for any purpose of the property;
- (f) that the property is free from defects, infestations, contamination or dilapidation;
- (g) that the property will be free from defects, infestations, contamination or dilapidation;
- (h) whether development of any description may be carried out on the property; or
- (i) whether the improvements have been built or placed on the land in accordance with each approval required by law or currently comply with any law affecting such improvement.

2.3 No compensation

The purchaser must not seek compensation due to any building on the land not complying with the *Building Act 1993*, the *Building Regulations 2006*, the *Building Code of Australia* or any other statutes, regulations, rules or local laws or because of their state of repair and condition and general condition 28.1 does not apply if it relates to a building.

Special condition 3 – Waiver

3.1 An express or implied waiver of a breach of any obligation, provision or condition of this contract of sale does not operate as a waiver of any other breach of the same or any obligation, provision or condition of this contract of sale.

Special condition 4 – Swimming Pool/Spa (if applicable)

- 4.1 If the Land includes a swimming pool, spa or pond, the purchaser acknowledges and agrees that:
- (a) the purchaser has made its own enquiries regarding the obligations with respect to the pool, spa and pond and any existing or required safety barriers located at the property and accepts the current condition of the pool, spa and pond, whether it is fenced, unfenced or registered with the council;
 - (b) the purchaser will be responsible to comply with the *Building Act 1993* and its regulations including any amendments to the *Building Act 1993* in relation to the pool, spa or pond from the day of sale in relation to the pool or any existing or required safety barriers;
 - (c) the purchaser shall not make any claim against the vendor in relation to the pool, spa and pond or any existing safety barriers;
 - (d) the purchaser indemnifies the vendor against all costs associated with the pool, spa and pond including and safety barriers; and
 - (e) acknowledges that neither the vendor's agent or vendor has made any representation or warranties in relation to the pool or any safety barriers.

Special condition 5 – Stamp duty - purchasers buying unequal interests

- 5.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure that the contract of sale correctly records at the date of sale the proportions in which they are buying the property (**the proportions**).
- 5.2 If the proportions recorded in the transfer of land differ from those recorded in the contract of sale, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 5.3 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 of sale.

Special condition 6 – FIRB

- 6.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the purchaser to obtain consent to enter this contract of sale or if there is a requirement to obtain consent, the purchaser has already received consent and been approved to purchase the property.
- 6.2 If there is a breach of the warrant contained in this clause the purchaser must compensate indemnify and keep indemnified the vendor for any loss, damage or cost the vendor incurs as a result of the breach.

Special condition 7 – Delivery of statement of adjustments

- 7.1 The purchaser agrees to deliver to the vendor or vendor's legal practitioner's office a statement of adjustments together with copies of all certificates and other information used to calculate the adjustments under general condition 23 at least 5 business days prior to settlement. Should the purchaser default in providing the statement of adjustments as required under this special condition, the purchaser must pay the vendor's reasonable costs \$220.00.

Special condition 8 – Default

- 8.1 If the purchaser default in payment of the whole or part of the purchase money the purchaser must pay upon demand:
- (a) all reasonable expenses incurred by the vendor as a result of the breach;
 - (b) the purchaser agrees that the reasonable costs of each and every default is \$990.00 for each and every default. The exercise of the vendor's right hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract of sale or otherwise.
- 8.2 The purchaser agrees to not seek a variation of the contract of sale or variation or extension of any due date under the contract of sale. In the event of the purchaser's breach of this special condition and for the purposes of section 42(3)(a) of the *Property Law Act 1958* the purchaser agrees to pay the vendor's costs and expenses including but not limited to:
- (a) rescheduling settlement at \$220.00 for each change to the settlement time;
 - (b) requests to change the settlement date at \$330.00 for each change and if requested by the vendor then the purchaser must enter into a deed of variation to record the change.
- 8.3 The parties acknowledge that in the event that the purchaser fails to complete the purchase of the property on the due date under the contract the vendor will suffer loss and damages. The purchaser will in addition to interest chargeable on the balance of purchase moneys outstanding under the contract pay to the vendor the following sums:
- (a) the cost of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;
 - (b) interest payable by the Vendor under any existing mortgage over the property calculated from the due date of settlement;
 - (c) accommodation expenses necessarily incurred by the vendor;
 - (d) storage cost of the vendor's furniture and other possessions;
 - (e) legal costs and expenses as between solicitor and client;
 - (f) penalties payable by the vendor through any delay in completion of the vendor's purchase of another property;

Special condition 9 – Guarantee and indemnity

9.1 Delivery of guarantee and indemnity

If the purchaser is or includes a corporation (other than a corporation whose shares are listed on a recognised Australian public securities exchange or a subsidiary of one), the purchaser must deliver to the vendor a guarantee and indemnity in the form annexed to this contract on the day of sale:

- (a) duly completed and executed by every director of the purchaser; or
- (b) if the purchaser is a wholly owned subsidiary of a corporation whose shares are listed on a recognised Australian public securities exchange or a subsidiary of one, duly completed and executed by that listed corporation.

9.2 Consequences of non-compliance

If the purchaser does not comply with special condition 9.1, the vendor may immediately rescind this contract by notice in writing to the purchaser and retain the Deposit.

Special condition 10 – GST

10.1 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) unless:

- (a) the purchaser is required to under general condition 19.2; or
 - (b) the purchaser is ineligible for an input tax credit and notwithstanding the particulars of sale specifying:
 - (i) the price as including GST,
 - (ii) the supply as being a 'going concern', or
 - (iii) the supply as being of land on which a 'farming business' is carried on;
- in the event of the supply not being GST-free, then the purchaser must pay GST in addition to the price.

10.2 The purchaser acknowledges that any nomination of a substitute or an additional person take the transfer of the land is subject to the vendor's consent (in its absolute discretion) and for the nominated purchaser to agree for GST to be treated in the same manner as provided for under this contract between the vendor and the purchaser. The parties agree that the purchaser's right to nominate under the common law does not apply.

Special condition 11 – Compensation for additional land tax and CIPT due to purchaser's default

11.1 The purchaser acknowledges and agrees that if as a result of the purchaser's breach, settlement of this contract takes place on a date that is after 31 December in the year that settlement of this contract is due to take place (**Settlement Year**), then

- (a) The purchaser's breach will in addition to other losses, result in loss to the vendor in the amount of the vendor's land tax assessment and commercial and industrial property tax (CIPT) assessment (if CIPT is payable) for the year following the Settlement Year as a result of the property continuing to be included in the vendor's total landholdings in Victoria; and
- (b) The additional tax which the vendor will incur in accordance with this special condition is a reasonably foreseeable loss incurred by the vendor as a result of the purchaser's breach in respect of which the vendor is entitled to compensation from the purchaser.

11.2 The purchaser further acknowledges that if this special condition applies due to the purchaser's default, then on settlement date the purchaser must in addition to the balance payable to the vendor under this contract pay to the vendor on account of compensation payable to the vendor for that loss an amount equal to 2.65% of the price of the property (**Amount Paid**).

11.3 The parties agree that if the additional tax as assessed by the commissioner of State Revenue Office is:

- (a) less than the Amount Paid, the vendor will refund the difference to the purchaser; or
- (b) more than the Amount Paid, the purchaser must pay the difference to the vendor within 7 days of being served with a written demand for such payment.

11.4 Payment of the purchase price must not be delayed and no money must be withheld by the purchaser from the vendor out of the purchase price on account of any land tax or CIPT which may be or may subsequently become charged on the property.

11.5 The purchaser acknowledges that the vendor is not required to pay any land tax or CIPT assessed on the property before it is due as specified in the assessment notice.

Special condition 12 – Loan approval (if applicable)

12.1 If the particulars of sale specify that this contract is subject to a loan being approved, and for the purposes of general condition 20.2(c), written evidence of rejection of non-approval of the loan must be from the bank or non-bank lender. For the avoidance of doubt a letter from a mortgage broker is not satisfactory written evidence.

Special Conditions - Notes

These special conditions have been prepared by Settled Law and Conveyancing. Minor amendments and additions can be requested through the agent listed in the particulars of sale.

Additional Special Condition**Special Condition – Lodgement of Application by Legal Representative**

The Vendor must ensure that the Application by Legal Representative is duly executed and lodged with the Registrar of Titles prior to Settlement.

The Vendor must provide the Purchaser with evidence of lodgement of the Application by Legal Representative upon request and, in any event, prior to Settlement.

If the Application by Legal Representative has not been lodged before the scheduled Settlement Date, the Purchaser may postpone Settlement until the Application has been lodged. Any postponement arising solely from the Vendor's failure to comply with this Special Condition will not constitute a default by the Purchaser, and neither party will be entitled to claim penalty interest or damages against the other as a result of that postponement.

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 all 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* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 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* (Vic).

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 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

- 14.6 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.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 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 during the hours that the settling ELNO operates in the State of Victoria.
- 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 with the land 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
 - (d) 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, unless the margin scheme applies.
- 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 these general conditions –
- (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 –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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 basis that 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
- 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.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. 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 Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.
- 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 authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
 - (d) by email.
- 27.4 Any document properly sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.
- 27.6 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.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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* (Vic) –
- (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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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 or acceptance by the vendor of a repudiation by the purchaser –
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

Guarantee and Indemnity

1. Guarantee

1.1 The persons signing below as guarantors (each, a **Guarantor** and together, the **Guarantors**), in consideration of the vendor entering into this contract of Sale with the purchaser at the Guarantors' request, hereby jointly and severally guarantee to the vendor (and the vendor's successors and assigns) the due and punctual payment of:

- (a) the deposit;
- (b) the balance of the price;
- (c) any interest payable under this contract; and
- (d) any other amounts payable by the purchaser under this contract (together, the **Guaranteed Money**).

1.2 The Guarantors further jointly and severally guarantee the due and punctual performance and observance by the purchaser of all the purchaser's obligations under this contract (**Guaranteed Obligations**).

1.3 If the purchaser defaults in:

- (a) payment of any of the Guaranteed Money, or
- (b) performance of any of the Guaranteed Obligations,

then, immediately upon demand by the vendor, the Guarantors must pay the vendor the amount of the Guaranteed Money unpaid and must indemnify and keep indemnified the vendor against all loss, costs, charges, expenses, damages, and liabilities whatsoever incurred by the vendor arising from or in connection with any default by the purchaser.

2. Continuing Guarantee and Indemnity

This Guarantee and Indemnity is a continuing obligation and:

- (a) is not affected by any time or other indulgence granted by the vendor to the purchaser or to the Guarantors;
- (b) is not discharged or prejudiced by any variation (including any extension of time or waiver), novation, assignment, or termination of the contract;
- (c) remains in full force despite the vendor assigning its rights under the contract;
- (d) is not affected by the death, bankruptcy, liquidation, administration, or insolvency of the purchaser, any co-guarantor, or any other person;
- (e) is not affected by any release or discharge of any co-guarantor; and
- (f) binds the Guarantors jointly and severally, and their respective executors, administrators, legal personal representatives, and permitted assigns.

3. No Discharge

The Guarantors waive all rights inconsistent with this guarantee and indemnity, including any rights of subrogation, contribution, or indemnity against the purchaser until all Guaranteed Money and Guaranteed Obligations have been fully paid and performed.

4. Security and Enforcement Rights

4.1 The vendor may enforce this Guarantee and Indemnity without first being required to exhaust any remedy it may have against the purchaser or enforce any other guarantee or security.

4.2 Any payment by the Guarantors which is later avoided by law shall be deemed not to have discharged the Guarantors' liability, and the vendor shall be entitled to recover the amount from the Guarantors as if the payment had not been made.

Dated:

Execution

Print Name:

Guarantor (Sign):

Print Name:

Guarantor (Sign):

Vendor Statement

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

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

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

Land	UNIT 1406, 673 LA TROBE STREET, DOCKLANDS VIC 3008

Vendor's name	Simran Kaur Suchde as Executor of the Estate of the Late Shireen Bangah	Date / /
Vendor's signature	 _____	15-07-2026

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

1. FINANCIAL MATTERS

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

(a) ☒ Are contained in the attached certificate/s.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.1 Road Access

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

3.2 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' ☐

3.3 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):

☒ Are contained in the attached certificate

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 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

☒ Are as follows:

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

As per attachment

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](https://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.

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.

(04/10/2016)

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 11357 FOLIO 273

Security no : 124135802732N
Produced 23/06/2026 01:46 PM

LAND DESCRIPTION

Lot 14E06 on Plan of Subdivision 613436T.

PARENT TITLES :

Volume 11340 Folio 273

Volume 11340 Folio 577 to Volume 11340 Folio 578

Created by instrument PS613436T Stage 7 05/06/2012

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SHIREEN BANGAH of 6/93 MATHOURA ROAD TOORAK VIC 3142
AJ767002S 29/06/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ767003Q 29/06/2012

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

AGREEMENT Section 24 (2) Docklands Authority Act 1991
AH407210P 04/08/2010

AGREEMENT Section 24 (2) Docklands Authority Act 1991
AH407211M 04/08/2010

AGREEMENT Section 24 (2) Docklands Authority Act 1991
AH423257U 11/08/2010

DIAGRAM LOCATION

SEE PS613436T 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 1406 LEVEL 14 673 LA TROBE STREET DOCKLANDS VIC 3008

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS613436T
OWNERS CORPORATION 4 PLAN NO. PS613436T

DOCUMENT END

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Signed by Council: Melbourne City Council. Original Certification: 18/06/2010, S.O.C.: 18/06/2010

SUBDIVISION ACT 1988		STAGE No.	LRS USE ONLY	PLAN NUMBER
PLAN OF SUBDIVISION			EDITION 7	PS 613436T

LOCATION OF LAND PARISH: MELBOURNE NORTH CITY OF MELBOURNE TOWNSHIP: ----- SECTION: 98 CROWN ALLOTMENT: 1D PART CROWN PORTION: ----- TITLE REFERENCES: VOL. 10629 FOL. 288 LAST PLAN REFERENCE: PS434050P, LOT 1 POSTAL ADDRESS: 673-683 LA TROBE STREET (at time of subdivision) DOCKLANDS 3008 MGA CO-ORDINATES: E 319 330 ZONE: 55 (of approximate centre of land in plan) (D.C.M.B.) N 5 812 740	COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME : CITY OF MELBOURNE REF : SA-2010-29 THIS IS A SPEAR PLAN DIMENSIONS SHOWN TO BOUNDARIES DEFINED BY BUILDINGS ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE. BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE OF WALLS: DENOTED BY 'I' AND COLUMNS SHOWN CP No.1 EXTERIOR FACE OF WALLS: DENOTED 'E' MEDIAN OF WALLS, FLOORS AND CEILINGS: ALL OTHER BOUNDARIES (REFER TO SEC 10(4) SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGULATIONS 2011) ALL COLUMNS, INTERNAL SERVICE DUCTS, CONDUITS, PIPE SHAFTS AND ELECTRICITY CONSUMER MAINS CABLES WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, DUCTS, CONDUITS, SHAFTS AND CABLES HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION. SOME LOTS ON THIS PLAN CONTAIN MORE THAN ONE PART - REFER TO THE TABLE ON SHEETS 2 & 3 ON THIS PLAN. PRIVACY SCREENS EXIST ON SOME BALCONIES. WHERE THEY EXIST, THE ENTIRE STRUCTURE OF THE SCREEN IS DEEMED TO BE PART OF COMMON PROPERTY No. 1 LEVELS SHOWN HEREON ARE TO AUSTRALIAN HEIGHT DATUM, BASED ON MELBOURNE NORTH PM68 (MMB6014), WITH STATED RL:1.745 AS AT 14/10/05 SURVEY THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No (s) . ----- IN PROCLAIMED SURVEY AREA No. -----

VESTING OF ROADS OR RESERVES	
IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

NOTATIONS	
DEPTH LIMITATION: DOWN TO THE DEPTH OF 100 METRES BELOW THE SURFACE	
STAGING	THIS IS A STAGED SUBDIVISION PLANNING PERMIT No. TP-2010-312
An appurtenant easement for Carriageway purposes in favour of the land in this plan has been created over land shown marked E-11 on PS531777V.	
LaCrosse	

EASEMENT INFORMATION					LRS USE ONLY
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED ☒ DATE 18 / 6 / 10
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN IMPLIED EASEMENTS PURSUANT TO SECTION 12 (2) OF THE SUBDIVISION ACT 1988 SET APART IN PS434050P APPLIES TO THE LAND IN THIS PLAN.					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF	
E-2, E-1 E-6	WATER SUPPLY & SEWERAGE LIMITED IN HEIGHT. SEE CROSS SECTION M-M & N-N Q-Q, T-T & S-S	3m	PS434050P	CITY WEST WATER LTD.	
E-2, E-1 E-6	DRAINAGE LIMITED IN HEIGHT. SEE CROSS SECTION M-M & N-N Q-Q, T-T & S-S	SEE DIAG.	PS434050P	LOTS ON PS434050P	
E-3, E-1 E-4, E-6	WAY LIMITED IN HEIGHT AND DEPTH SEE CROSS SECTION A-A SEE CROSS SECTION T-T SEE CROSS SECTION M-M AND SEE CROSS SECTION Q-Q	SEE DIAG.	PS434050P	LOT 2 ON PS434050P	
E-4, E-5 E-6	CARRIAGEWAY LIMITED IN HEIGHT AND DEPTH SEE CROSS SECTION A-A AND CROSS SECTION M-M	SEE DIAG.	THIS PLAN	LOT S3 ON THIS PLAN	

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COUNCIL DELEGATE SIGNATURE SHEET 1 OF 68 SHEETS ORIGINAL SHEET SIZE A3	THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN DATE / / COUNCIL DELEGATE SIGNATURE

SUBDIVISION ACT 1988						STAGE No.		PLAN NUMBER			
LOT INDEX SHEET			PLAN OF SUBDIVISION						PS 613436T		
LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS
1R	1	7,10(9,12)	5E01	1	19	9E08	2	21,5(6)	14E03	2	23,13(14)
			5E02	1	19	9E09	2	21,5(6)	14E04	2	23,10(11)
2AR	1	10	5E03	2	19,7(8)	9E10	2	21,5(6)	14E05	1	23
2BR	1	10	5E04	2	19,10(12)	9E11	2	21,5(6)	14E06	1	23
			5E05	1	19	9E12	2	21,7(9)	14E07	2	23,7(9)
3E01	1	16	5E06	1	19	9E13	1	21	14E08	2	23,10(12)
3E02	1	16	5E07	1	19	9E14	2	21,5(6)	14E09	1	23
3E03	1	16	5E08	1	19	9E15	1	21	14E10	2	23,10(12)
3E04	1	16	5E09	1	19				14E11	2	23,13(14)
3E05	1	16	5E10	1	19	10E01	1	21	14E12	2	23,13(14)
3E06	1	16	5E11	1	19	10E02	1	21	14E13	1	23
3E07	1	16	5E12	2	19,13(15)	10E03	2	21,7(8)	14E14	2	23,13(14)
3E08	1	16	5E13	1	19	10E04	2	21,7(8)	14E15	2	23,13(14)
3E09	1	16	5E14	1	19	10E05	2	21,7(8)			
3E10	1	16	5E15	1	19	10E06	2	21,7(9)	15E01	1	24
3E11	1	16				10E07	1	21	15E02	1	24
3E12	1	16	6FR	1	13	10E08	2	21,7(9)	15E03	2	24,13(15)
3E13	1	16				10E09	2	21,7(9)	15E04	2	24,13(14)
3E14	1	16	7AR	1	13	10E10	2	21,7(9)	15E05	2	24,13(14)
3E15	1	16				10E11	2	21,5(6)	15E06	2	24,10(11)
3E16	1	16	6E01	1	20	10E12	2	21,7(9)	15E07	1	24
3E17	1	16	6E02	1	20	10E13	1	21	15E08	2	24,13(15)
3E18	1	16	6E03	2	20,7(8)	10E14	2	21,7(9)	15E09	2	24,10(11)
3E19	1	16	6E04	1	20	10E15	2	21,7(9)	15E10	2	24,10(11)
3E20	1	16	6E05	1	20				15E11	2	24,10(11)
3E21	1	16	6E06	1	20	11E01	1	21	15E12	2	24,13(15)
3E22	1	16	6E07	1	20	11E02	2	21,7(9)	15E13	1	24
3E23	1	16	6E08	1	20	11E03	1	21	15E14	1	24
3E24	1	16	6E09	1	20	11E04	2	21,10(11)	15E15	1	24
3E25	1	16	6E10	1	20	11E05	1	21			
3E26	1	16	6E11	2	20,13(15)	11E06	2	21,5(6)	16E01	1	24
3E27	1	16	6E12	2	20,7(8)	11E07	2	21,10(12)	16E02	2	24,13(14)
3E28	1	16	6E13	1	20	11E08	2	21,10(11)	16E03	2	24,13(15)
3E29	1	16	6E14	1	20	11E09	2	21,10(11)	16E04	2	24,10(11)
3E30	1	16	6E15	1	20	11E10	2	21,10(11)	16E05	1	24
3E31	1	16				11E11	2	21,10(11)	16E06	1	24
3E32	1	16	7E01	1	20	11E12	2	21,10(11)	16E07	1	24
3E33	1	16	7E02	1	20	11E13	1	21	16E08	1	24
3E34	1	16	7E03	2	20,13(15)	11E14	2	21,10(11)	16E09	1	24
			7E04	2	20,7(9)	11E15	1	21	16E10	1	24
3N1	1	16	7E05	1	20				16E11	2	24,10(11)
3N2	1	16	7E06	2	20,7(8)	12E01	1	22	16E12	2	24,13(15)
3N3	1	16	7E07	2	20,13(14)	12E02	2	22,10(11)	16E13	1	24
3N4	1	16	7E08	2	20,7(9)	12E03	1	22	16E14	1	24
			7E09	2	20,7(9)	12E04	2	22,7(9)	16E15	1	24
3R	1	13	7E10	2	20,7(9)	12E05	2	22,10(11)			
			7E11	2	20,7(9)	12E06	2	22,10(11)	17E01	1	24
3S1	1	16	7E12	2	20,7(9)	12E07	2	22,5(6)	17E02	1	24
3S2	1	16	7E13	1	20	12E08	2	22,13(14)	17E03	1	24
3S3	1	16	7E14	2	20,7(9)	12E09	2	22,7(9)	17E04	1	24
3S4	1	16	7E15	1	20	12E10	2	22,10(11)	17E05	2	24,13(15)
3S5	1	16				12E11	2	22,10(12)	17E06	2	24,10(12)
			8E01	1	20	12E12	2	22,10(11)	17E07	2	24,10(12)
4E01	1	18	8E02	1	20	12E13	1	22	17E08	2	24,10(12)
4E02	1	18	8E03	2	20,7(9)	12E14	2	22,10(12)	17E09	2	24,10(11)
4E03	2	18,13(14)	8E04	2	20,7(9)	12E15	1	22	17E10	2	24,10(11)
4E04	2	18,7(8)	8E05	2	20,7(9)				17E11	2	24,10(11)
4E05	1	18	8E06	2	20,7(9)	13E01	1	22	17E12	2	24,13(14)
4E06	1	18	8E07	2	20,7(9)	13E02	2	22,10(11)	17E13	1	24
4E07	1	18	8E08	2	20,7(8)	13E03	2	22,10(11)	17E14	2	24,13(15)
4E08	1	18	8E09	2	20,7(8)	13E04	2	22,10(12)	17E15	1	24
4E09	1	18	8E10	2	20,7(8)	13E05	1	22			
4E10	1	18	8E11	2	20,13(15)	13E06	1	22	18E01	1	25
4E11	2	18,7(8)	8E12	2	20,7(8)	13E07	1	22	18E02	2	25,10(11)
4E12	2	18,7(8)	8E13	1	20	13E08	2	22,10(11)	18E03	2	25,13(14)
4E13	1	18	8E14	2	20,13(14)	13E09	2	22,10(11)	18E04	1	25
4E14	1	18	8E15	2	20,7(8)	13E10	1	22	18E05	2	25,7(8)
4E15	1	18				13E11	2	22,13(15)	18E06	1	25
			9E01	1	21	13E12	2	22,13(14)	18E07	2	25,10(11)
4R	1	13	9E02	2	21,7(8)	13E13	1	22	18E08	2	25,10(12)
			9E03	2	21,13(14)	13E14	2	22,7(8)	18E09	1	25
5AR	1	13	9E04	2	21,7(8)	13E15	2	22,10(11)			
5BR	1	13	9E05	1	21						
			9E06	1	21	14E01	1	23			
			9E07	1	21	14E02	2	23,13(14)			

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	LICENSED SURVEYOR ALAN DAVID NORMAN	DIGITALLY SIGNED	REF: 21239/1COM	VERSION: D	DATE: 26/09/12



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(No.) - INDICATES ENLARGEMENT SHEET NUMBER

LICENSED SURVEYOR ALAN DAVID NORMAN DIGITALLY SIGNED

SHEET 2

REF: 21239/1COM

VERSION: D

DATE: 26/09/12

1COM2D.DGN

LOT INDEX SHEET			SUBDIVISION ACT 1988			STAGE No.			PLAN NUMBER		
LOT INDEX SHEET			PLAN OF SUBDIVISION						PS 613436T		
LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS
18E10	2	25,10(11)	1AR	1	47	1001	1	57	1501	1	62
18E11	2	25,10(11)	2R	1	47	1002	2	57,44(46)	1502	2	62,41(42)
18E12	2	25,10(11)	3AR	1	47	1003	2	57,44(46)	1503	2	62,41(42)
18E13	1	25	4AR	1	47	1005	2	57,44(46)	1505	2	62,41(42)
18E14	1	25	5R	1	47	1006	2	57,44(45)	1506	2	62,41(43)
18E15	1	25	6R	1	47	1007	2	57,44(45)	1507	2	62,41(43)
			7R	1	49	1008	2	57,44(45)	1508	2	62,41(43)
19E01	1	25	8R	1	49	1009	2	57,44(45)	1509	2	62,41(43)
19E02	1	25	9AR	1	49	1010	2	57,44(45)	1510	2	62,41(43)
19E03	2	25,10(11)	9BR	1	49	1011	2	57,44(46)	1511	2	62,41(43)
19E04	2	25,7(9)	10R	1	49	1012	2	57,44(46)	1512	2	62,41(42)
19E05	1	25				1013	2	57,44(46)	1513	2	62,41(42)
19E06	1	25	601	2	53,44(46)	1015	1	57	1515	1	62
19E07	1	25	602	2	53,41(42)	1016	1	57	1516	1	62
19E08	1	25	603	2	53,41(42)						
19E09	2	25,10(11)	605	2	53,41(42)	1101	1	58	1601	1	63
19E10	1	25	606	2	53,41(43)	1102	2	58,44(45)	1602	2	63,44(46)
19E11	2	25,10(12)	607	2	53,41(43)	1103	2	58,44(45)	1603	2	63,44(46)
19E12	2	25,13(15)	608	2	53,41(43)	1105	2	58,44(45)	1605	2	63,44(46)
19E13	1	25	609	2	53,41(43)	1106	2	58,41(43)	1606	2	63,44(46)
19E14	1	25	610	2	53,41(43)	1107	2	58,44(45)	1607	2	63,44(46)
19E15	1	25	611	2	53,41(43)	1108	2	58,44(45)	1608	2	63,44(46)
			612	2	53,41(42)	1109	2	58,44(45)	1609	2	63,44(45)
20E01	1	26	613	2	53,44(46)	1110	2	58,44(45)	1610	2	63,44(45)
20E02	2	26,7(8)	615	2	53,41(42)	1111	2	58,44(45)	1611	2	63,44(45)
20E03	1	26				1112	2	58,44(45)	1612	2	63,44(45)
20E04	2	26,10(12)	701	1	54	1113	2	58,44(45)	1613	2	63,44(45)
20E05	2	26,10(12)	702	2	54,41(43)	1115	1	58	1615	1	63
20E06	2	26,10(12)	703	2	54,41(43)	1116	1	58	1616	1	63
20E07	1	26	705	2	54,41(43)						
20E08	2	26,10(12)	706	2	54,44(45)	1201	1	59	1701	1	64
20E09	2	26,10(12)	707	2	54,44(45)	1202	2	59,41(42)	1702	2	64,41(43)
20E10	2	26,10(11)	708	2	54,41(43)	1203	2	59,41(42)	1703	3	64,41(42)(43)
20E11	2	26,10(12)	709	2	54,41(43)	1205	2	59,41(42)	1705	2	64,41(43)
20E12	2	26,13(15)	710	2	54,41(43)	1206	2	59,41(42)	1706	2	64,41(43)
20E13	1	26	711	2	54,41(43)	1207	2	59,41(42)	1707	2	64,41(43)
20E14	2	26,10(11)	712	2	54,41(43)	1208	2	59,41(42)	1708	2	64,41(43)
20E15	1	26	713	2	54,41(43)	1209	2	59,41(42)	1709	2	64,41(42)
			715	1	54	1210	2	59,41(42)	1710	2	64,41(42)
21E01	1	27				1211	2	59,41(43)	1711	2	64,41(43)
21E02	2	27,10(12)				1212	2	59,41(43)	1712	2	64,41(42)
21E03	2	27,10(11)	801	1	55	1213	2	59,41(42)	1713	2	64,41(42)
21E04	2	27,10(12)	802	2	55,41(43)	1215	1	59	1715	1	64
21E05	2	27,10(12)	803	2	55,41(43)	1216	1	59	1716	1	64
21E06	2	27,13(15)	805	2	55,41(43)						
21E07	2	27,13(14)	806	2	55,41(43)	1301	1	60	1801	1	65
21E08	2	27,13(14)	807	2	55,41(43)	1302	2	60,41(43)	1802	1	65
21E09	1	27	808	2	55,41(43)	1303	2	60,41(43)	1803	1	65
21E10	2	27,10(11)	809	2	55,41(43)	1305	2	60,41(41)	1805	2	65,44(46)
21E11	1	27	810	2	55,41(43)	1306	2	60,44(45)	1806	2	65,41(43)
21E13	1	27	811	2	55,41(43)	1307	2	60,44(45)	1807	2	65,41(43)
21E14	2	27,13(14)	812	2	55,41(43)	1308	2	60,44(45)	1808	2	65,44(46)
21E15	2	27,7(6)	813	2	55,41(43)	1309	2	60,44(45)	1809	2	65,44(46)
			815	1	55	1310	2	60,44(45)	1810	2	65,44(46)
7BR	1	10	816	1	55	1311	2	60,44(45)	1811	2	65,44(46)
7CR	1	13				1312	2	60,44(46)	1812	2	65,44(46)
			901	1	56	1313	2	60,44(45)	1813	2	65,44(46)
S14	1	13	902	2	56,41(43)	1315	1	60	1815	1	65
			903	2	56,41(42)	1316	1	60	1816	1	65
S16	1	10	905	2	56,41(42)						
			906	2	56,41(42)	1401	1	61	1901	3	66,47(48), 41
S18	1	13	907	2	56,41(43)	1402	2	61,44(46)	1902	3	66,47(48), 41
			908	2	56,41(41)	1403	2	61,44(46)	1903	3	66,44(46), 41
S19	1	13	909	2	56,41(42)	1405	2	61,44(45)	1905	3	66,44(46), 41(43)
			910	2	56,41(42)	1406	2	61,41(42)	1906	3	66,44(46), 41
			911	2	56,41(42)	1407	2	61,41(42)			
S20	7	41(42), 47(48), 49, 50, 51, 52, 53	912	2	56,41(42)	1408	2	61,44(46)			
			913	2	56,41(43)	1409	2	61,44(46)			
			915	1	56	1410	2	61,44(46)			
			916	1	56	1411	2	61,41(42)			
						1412	2	61,44(45)			
						1413	2	61,44(45)			
						1415	1	61			
						1416	1	61			



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LICENSED SURVEYOR ALAN DAVID NORMAN DIGITALLY SIGNED

SHEET 3

REF: 21239/1COM

VERSION: E

DATE: 23/11/12

1COM3E.DGN

SUBDIVISION ACT 1988

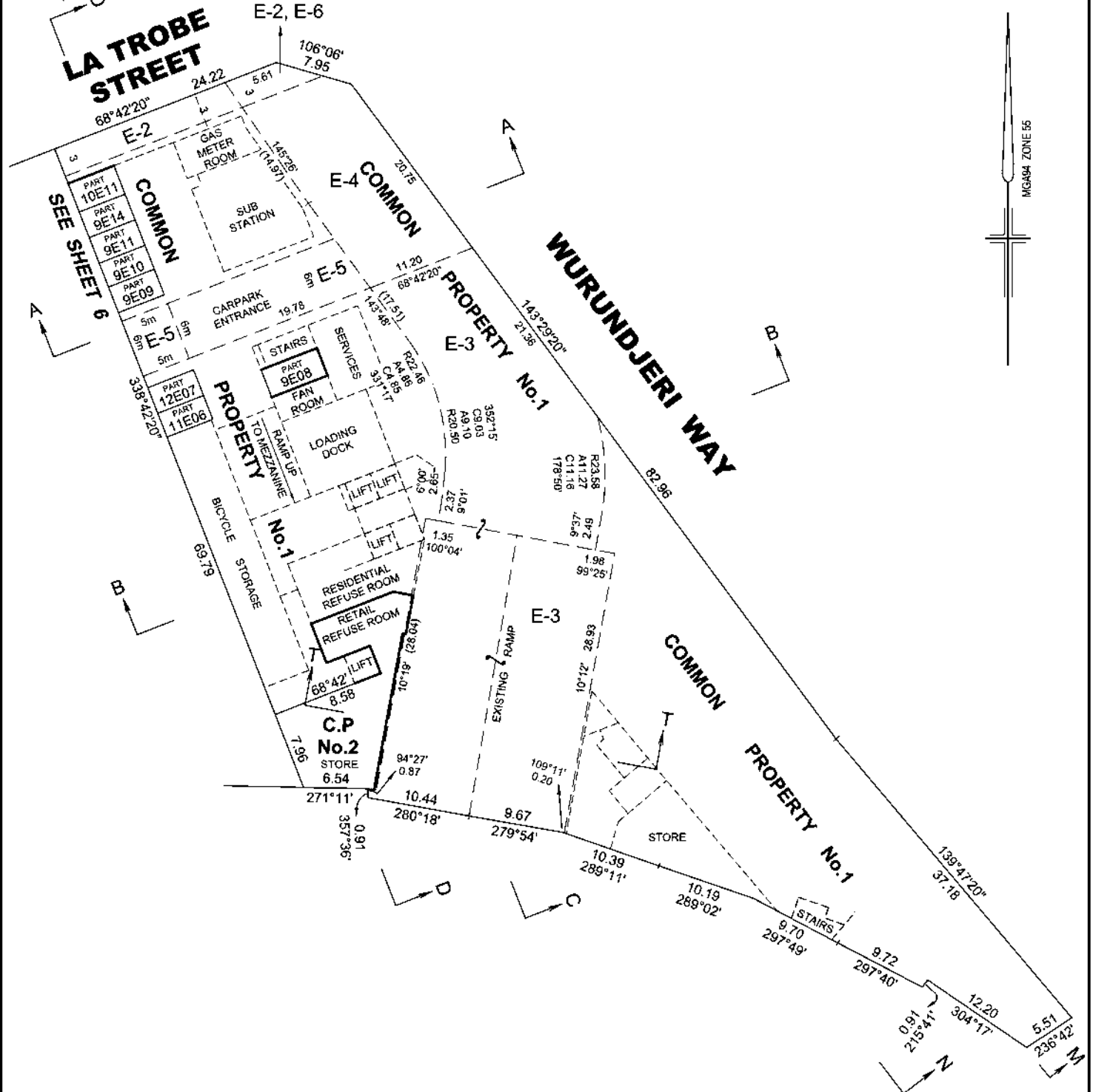
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

**DIAGRAM 1
GROUND LEVEL AND
GROUND STOREY**



LICENSED SURVEYOR ALAN DAVID NORMAN

DIGITALLY SIGNED

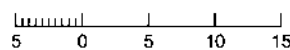
SHEET 5



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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:400 SIZE
A3

REF: 21239/1COM

VERSION: D

DATE: 26/09/12

1COM5D.DGN

SUBDIVISION ACT 1988

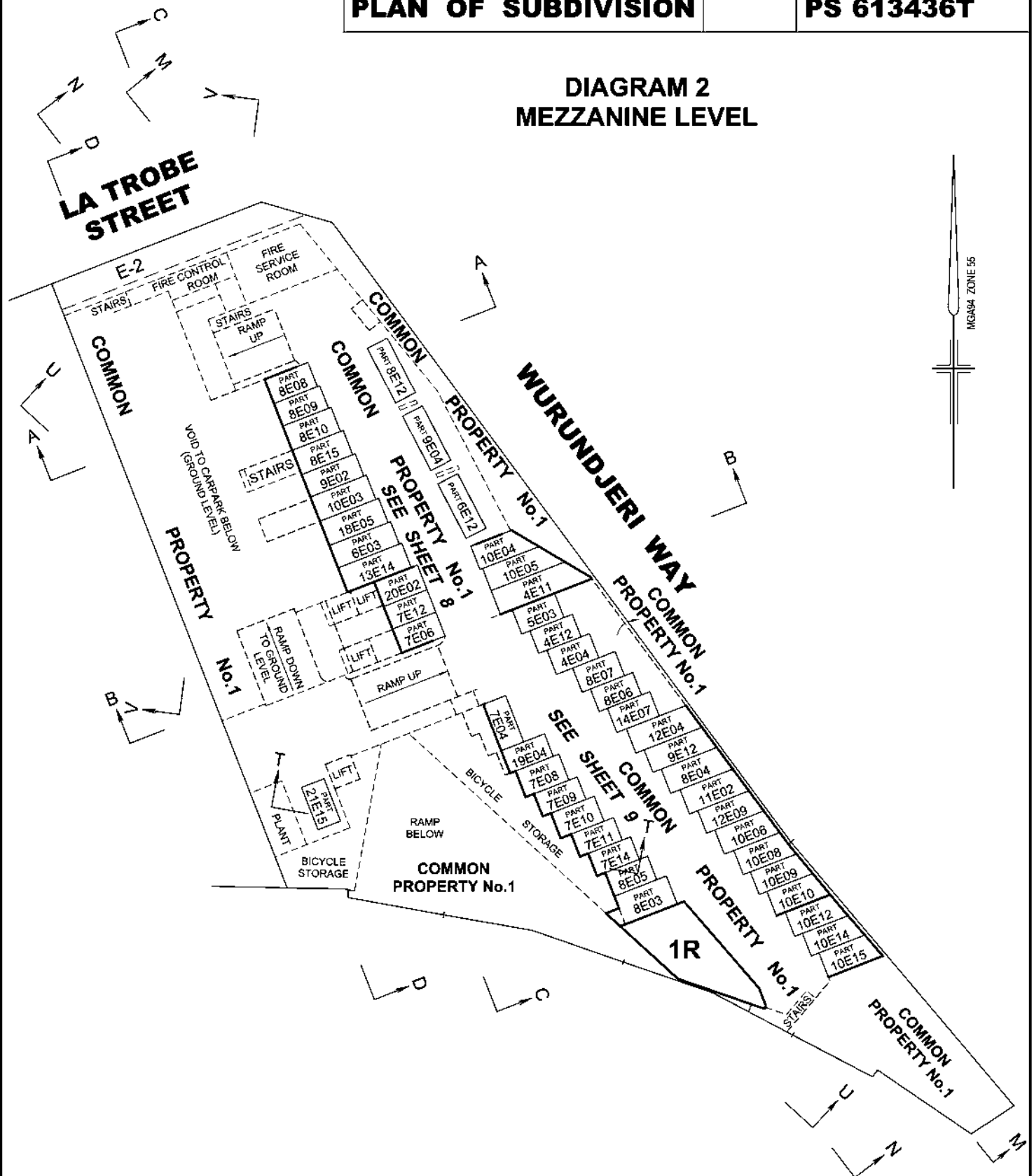
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

DIAGRAM 2 MEZZANINE LEVEL



LICENSED SURVEYOR ALAN DAVID NORMAN

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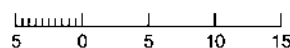
SHEET 7



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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:400 SIZE
A3

REF: 21239/1COM

VERSION: D

DATE: 26/09/12

1COM7D.DGN

SUBDIVISION ACT 1988

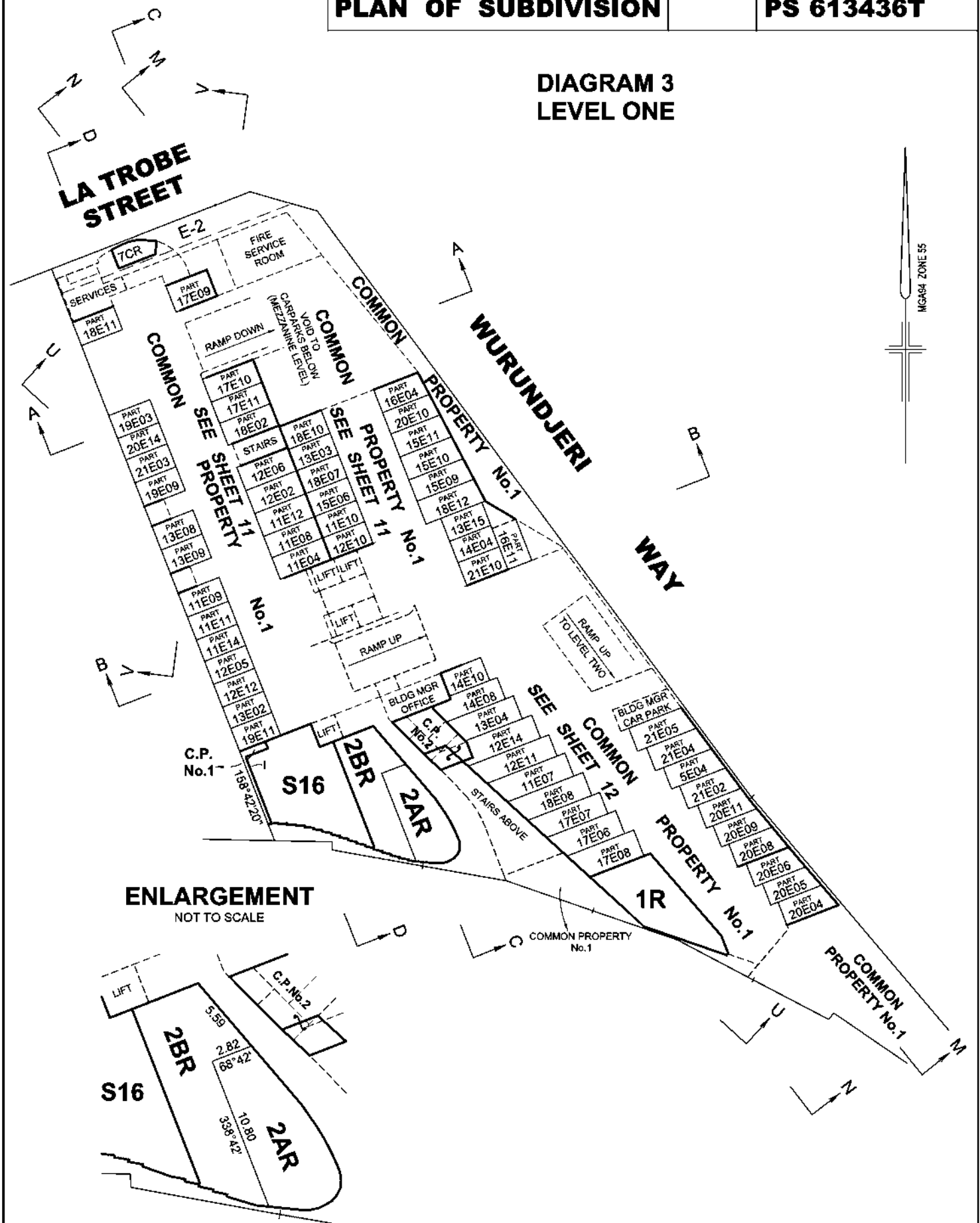
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

**DIAGRAM 3
LEVEL ONE**



LICENSED SURVEYOR ALAN DAVID NORMAN

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SHEET 10

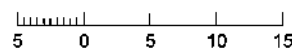


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SCALE



LENGTHS ARE IN METRES

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1:400 SIZE
A3

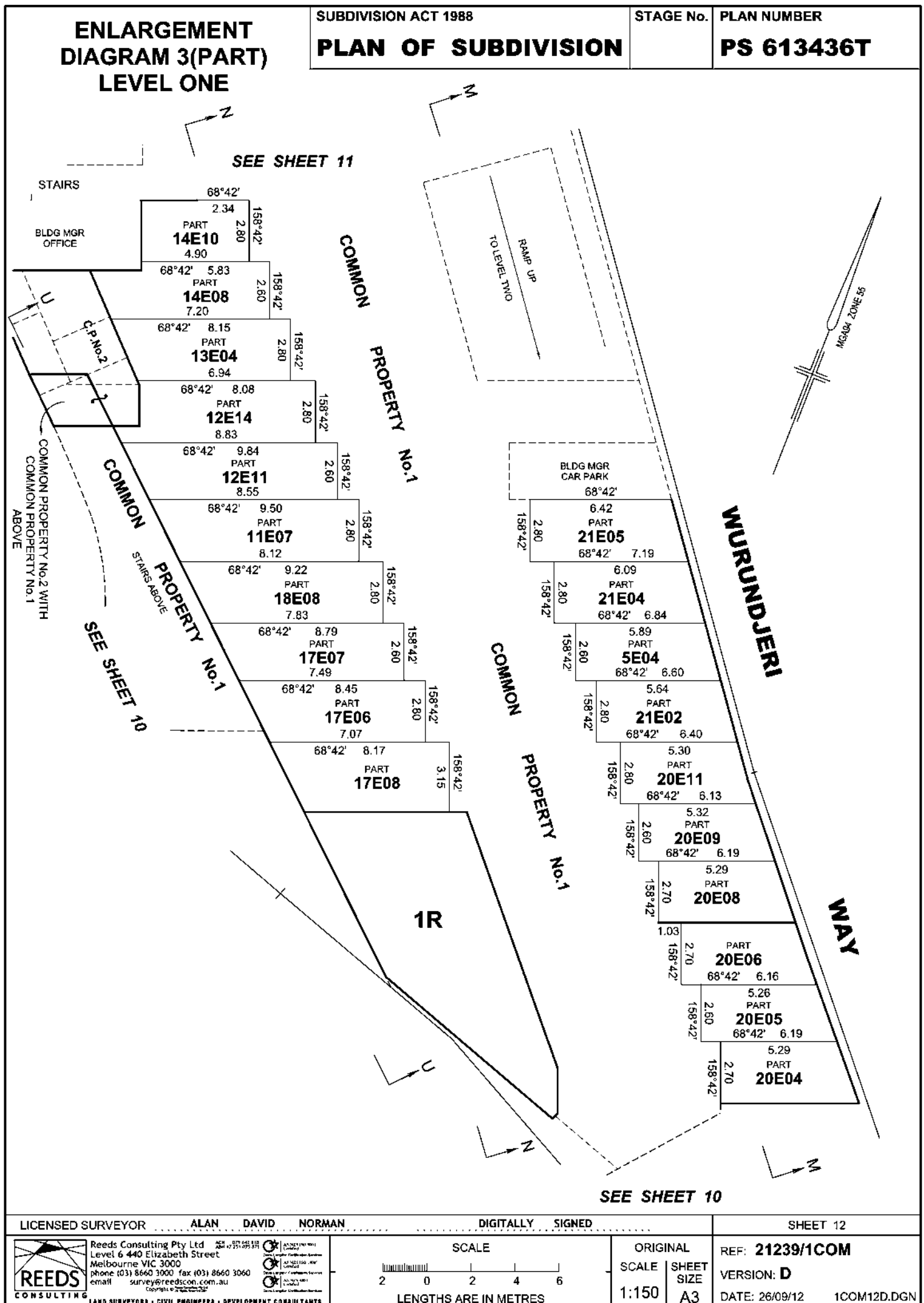
REF: 21239/1COM

VERSION: E

DATE: 23/11/12

1COM10E.DGN

1COM11D.DGN



SUBDIVISION ACT 1988

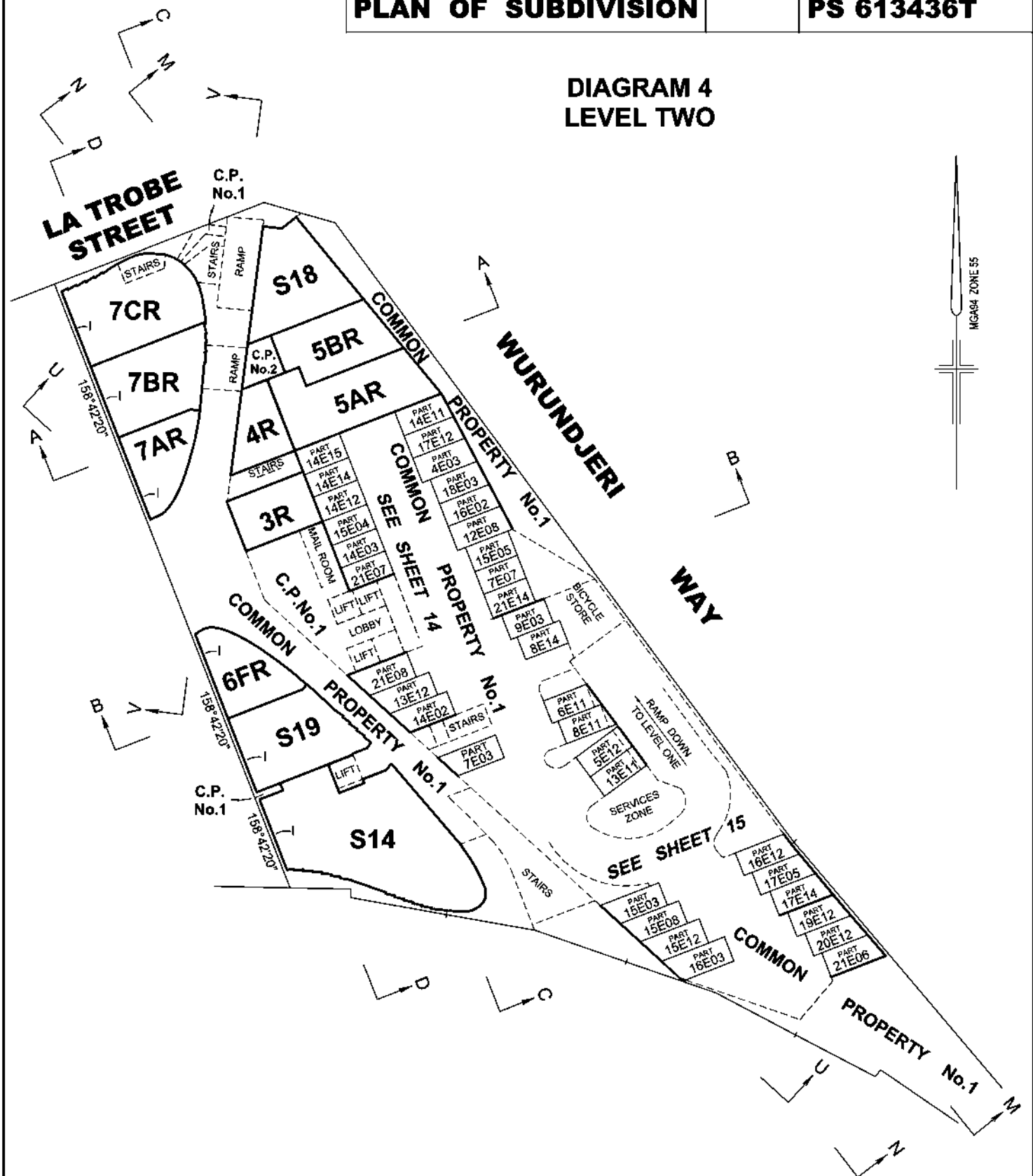
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

**DIAGRAM 4
LEVEL TWO**



LICENSED SURVEYOR ALAN DAVID NORMAN

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SHEET 13

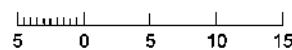


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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:400

SHEET

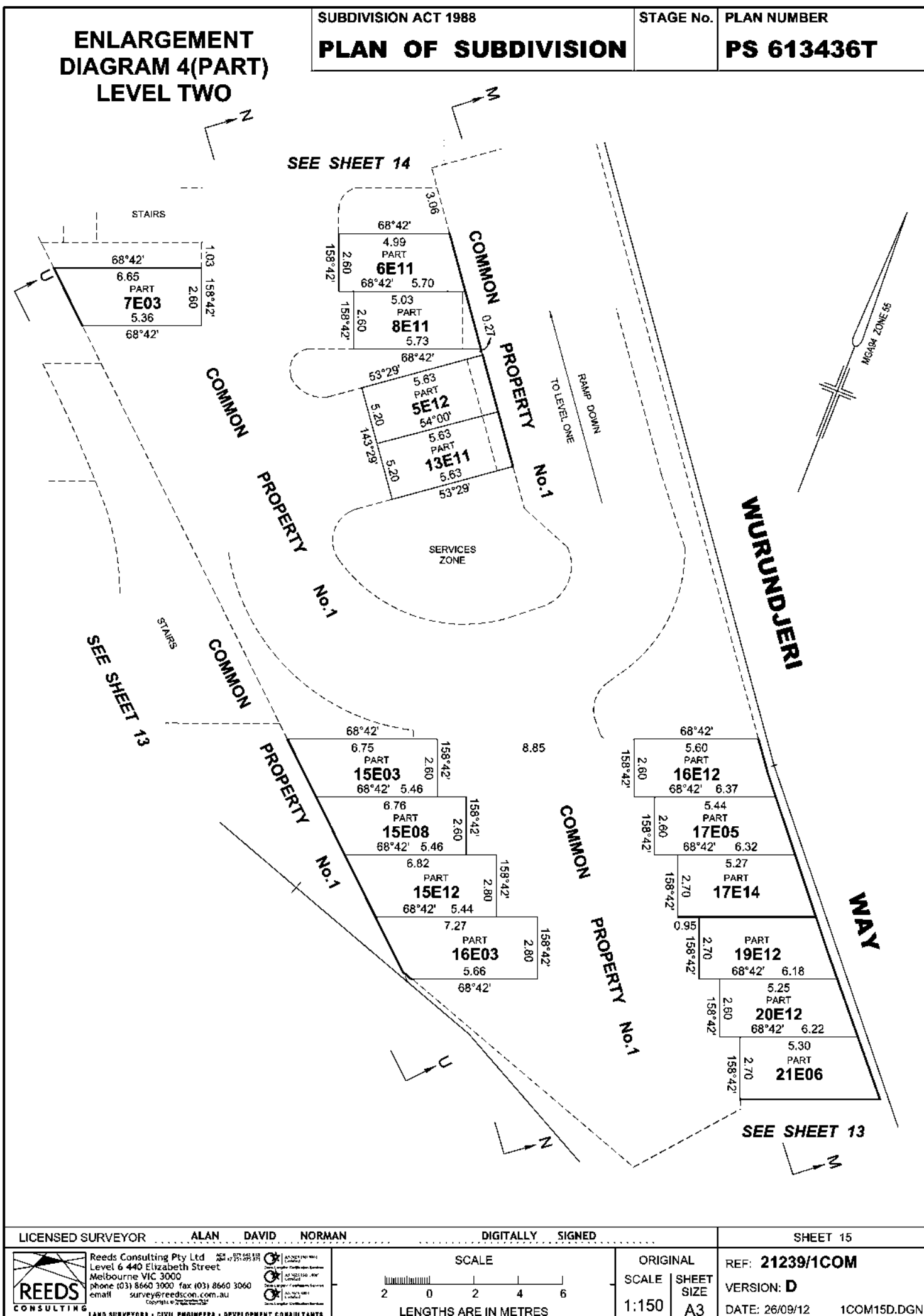
SIZE
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REF: 21239/1COM

VERSION: E

DATE: 23/11/12

1COM13E.DGN



LICENSED SURVEYOR **ALAN DAVID NORMAN** DIGITALLY SIGNED

SHEET 15

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SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE

1:150

SHEET SIZE

A3

REF: **21239/1COM**

VERSION: **D**

DATE: 26/09/12 1COM15D.DGN

SUBDIVISION ACT 1988

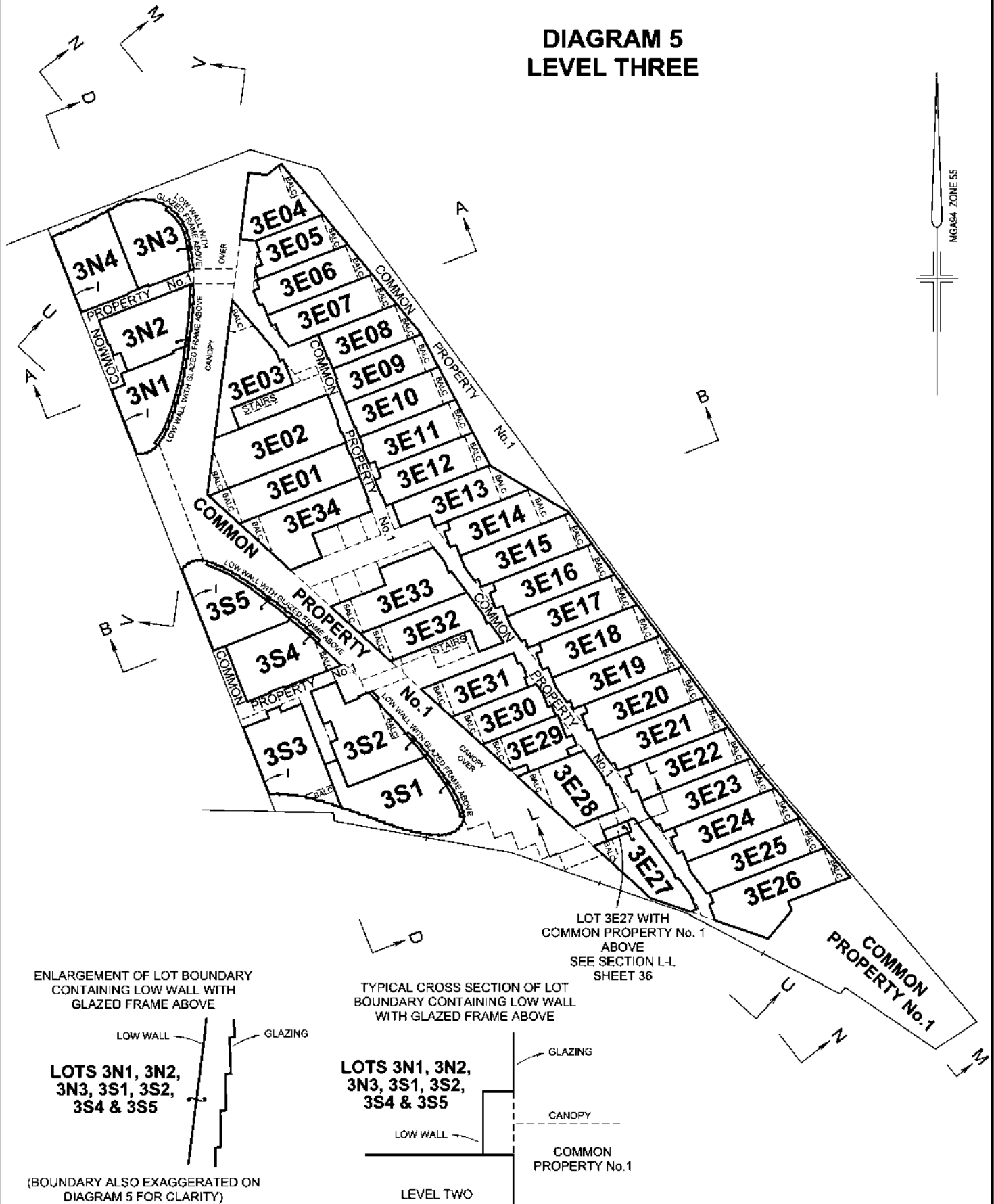
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

DIAGRAM 5 LEVEL THREE



LICENSED SURVEYOR ALAN DAVID NORMAN

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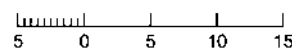
SHEET 16



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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:400 SIZE
A3

REF: 21239/1COM

VERSION: D

DATE: 26/09/12

1COM16D.DGN

SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

**DIAGRAM 5(PART)
LEVEL THREE**

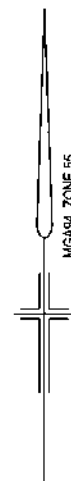
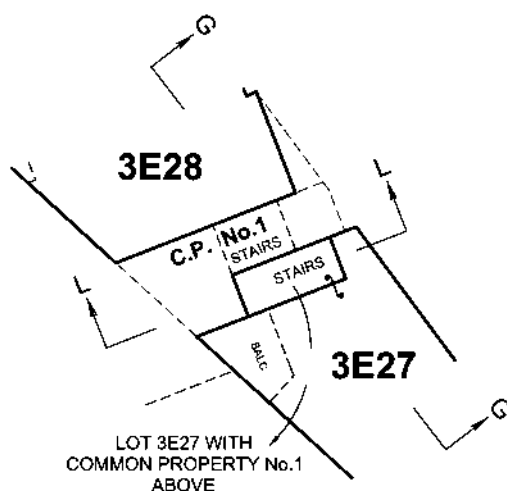
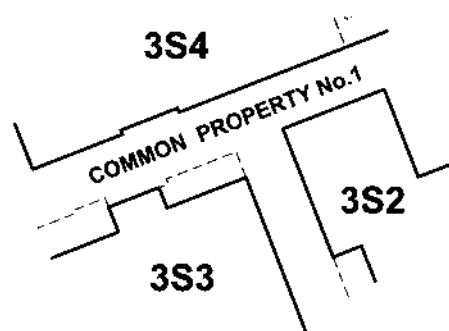


**DIAGRAM 5(PART)
LEVEL THREE**



LICENSED SURVEYOR **ALAN DAVID NORMAN**

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SHEET 17

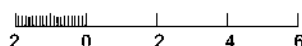


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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:150 SIZE
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REF: **21239/1COM**

VERSION: **D**

DATE: 26/09/12

1COM17D.DGN

SUBDIVISION ACT 1988

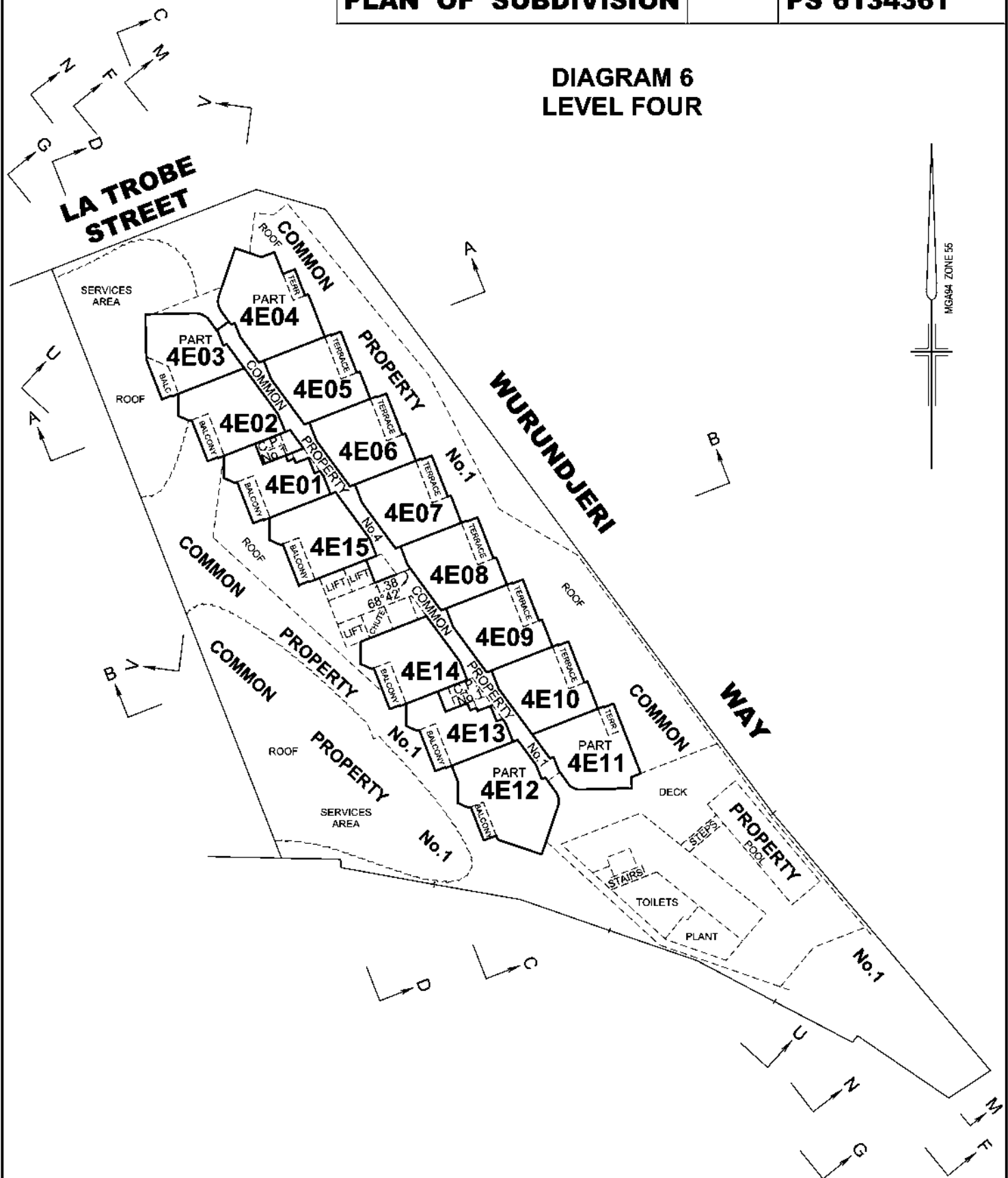
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

**DIAGRAM 6
LEVEL FOUR**



LICENSED SURVEYOR ALAN DAVID NORMAN

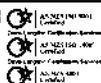
DIGITALLY SIGNED

SHEET 18

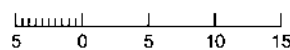


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1:400 SIZE
A3

REF: 21239/1COM

VERSION: D

DATE: 26/09/12

1COM18D.DGN

SUBDIVISION ACT 1988

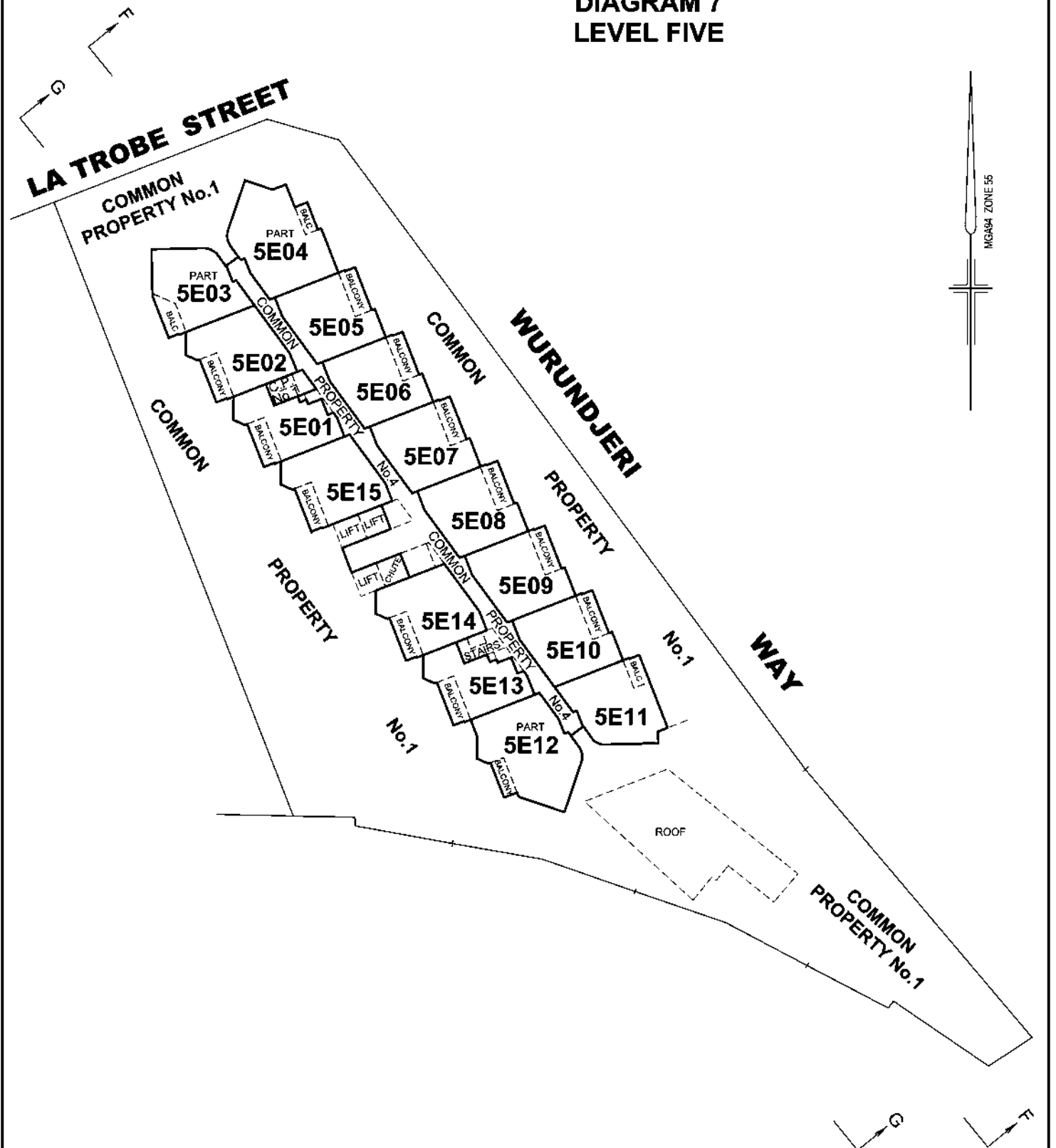
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

**DIAGRAM 7
LEVEL FIVE**



LICENSED SURVEYOR ALAN DAVID NORMAN

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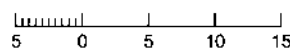
SHEET 19



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SCALE SHEET
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REF: 21239/1COM

VERSION: D

DATE: 26/09/12

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SUBDIVISION ACT 1988

STAGE No.

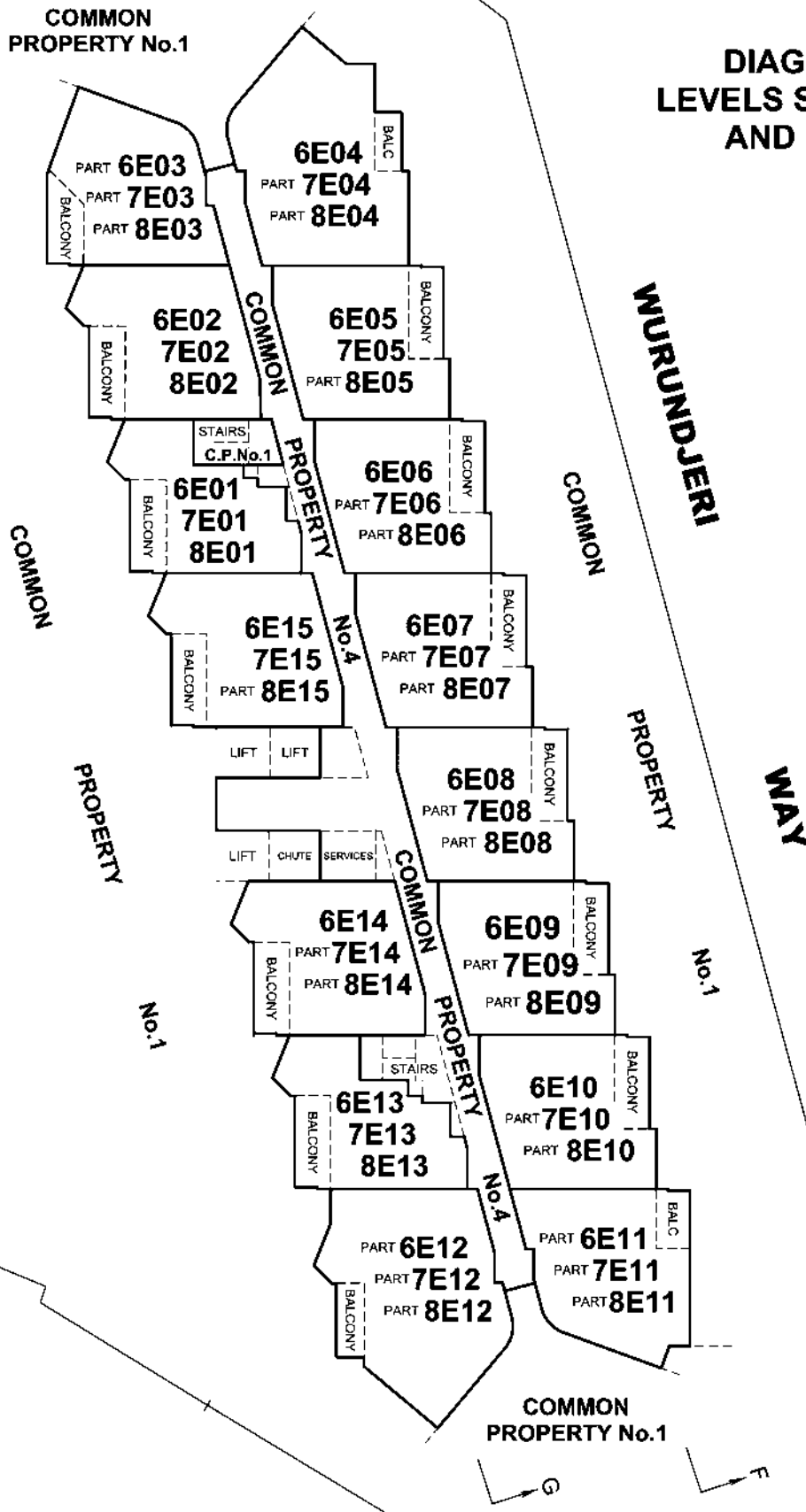
PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

COMMON
PROPERTY No.1

**DIAGRAM 8
LEVELS SIX, SEVEN
AND EIGHT**



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SHEET 20



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SCALE

5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:250 SIZE
A3

REF: 21239/1COM

VERSION: D

DATE: 26/09/12

1COM20D.DGN

SUBDIVISION ACT 1988

STAGE No.

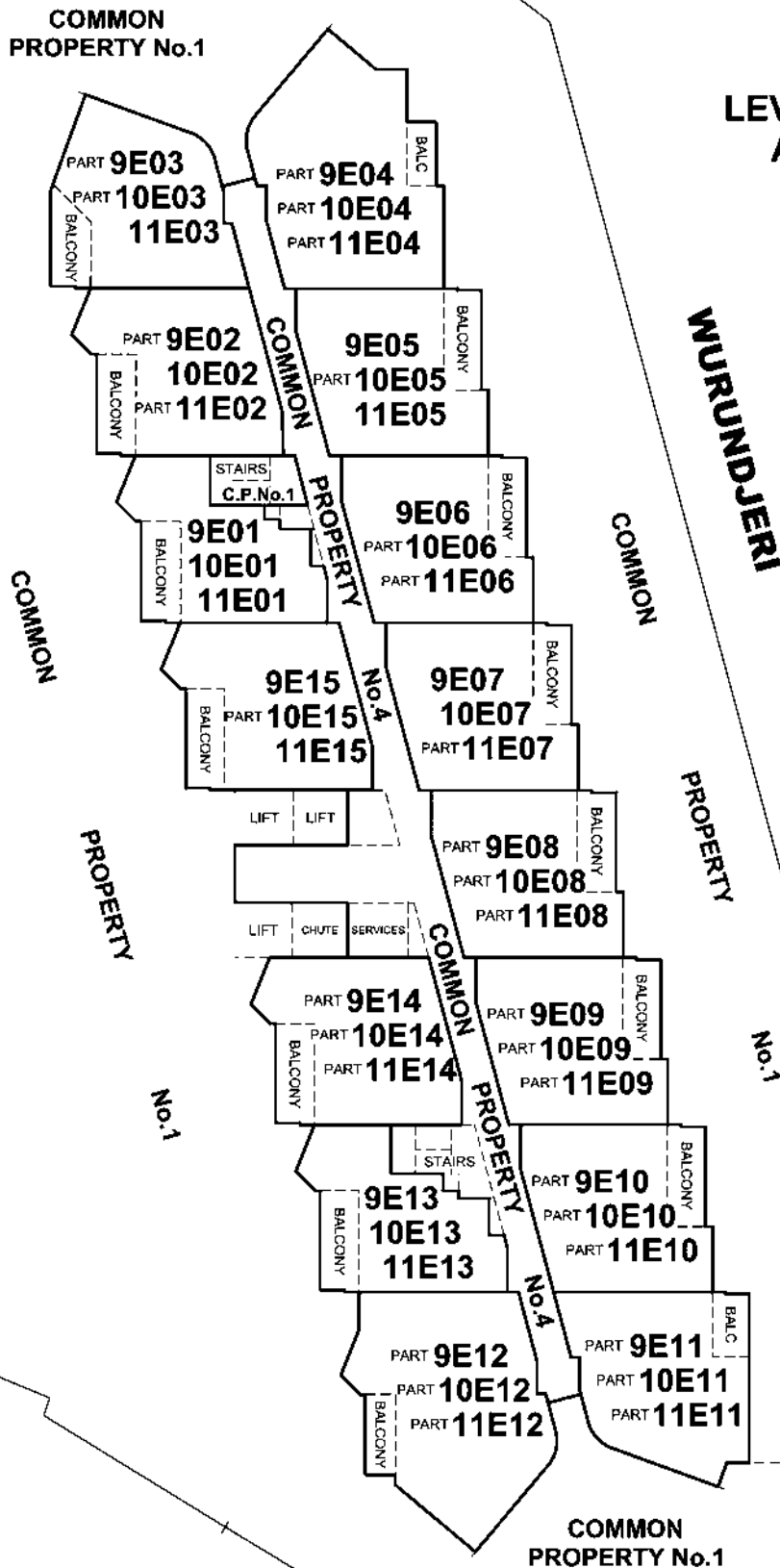
PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

COMMON
PROPERTY No.1

**DIAGRAM 9
LEVELS NINE, TEN
AND ELEVEN**



LICENSED SURVEYOR ALAN DAVID NORMAN

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SHEET 21

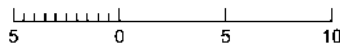


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1:250 SIZE
A3

REF: 21239/1COM

VERSION: D

DATE: 26/09/12

1COM21D.DGN

SUBDIVISION ACT 1988

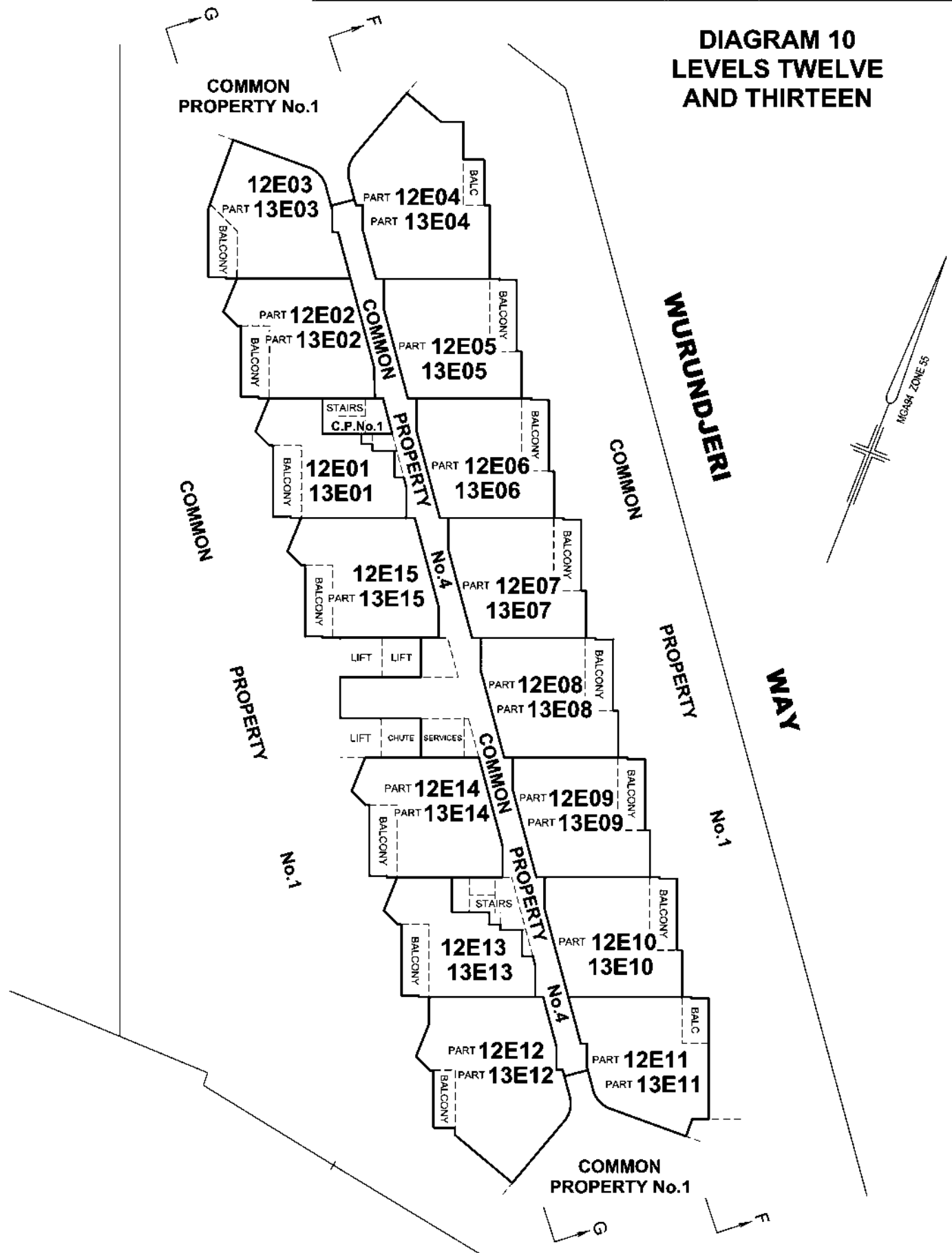
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

**DIAGRAM 10
LEVELS TWELVE
AND THIRTEEN**



LICENSED SURVEYOR ALAN DAVID NORMAN

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SHEET 22

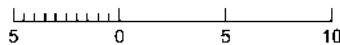


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ORIGINAL

SCALE SHEET
1:250 SIZE
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REF: 21239/1COM

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DATE: 26/09/12

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SUBDIVISION ACT 1988

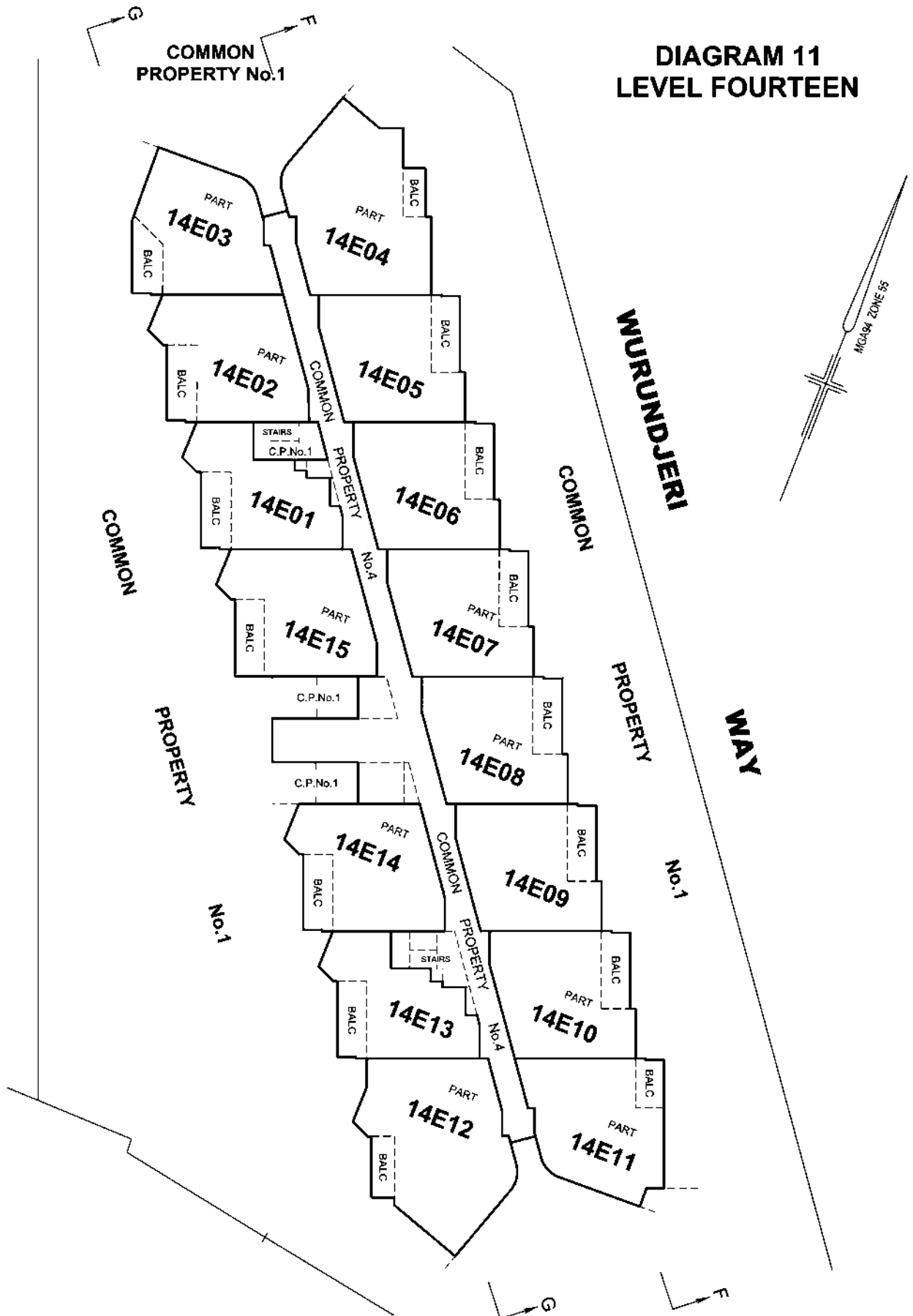
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

**DIAGRAM 11
LEVEL FOURTEEN**



LICENSED SURVEYOR **ALAN DAVID NORMAN**

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SHEET 23

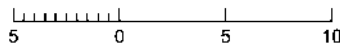


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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE
1:250
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REF: **21239/1COM**

VERSION: **D**

DATE: 26/09/12

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SUBDIVISION ACT 1988

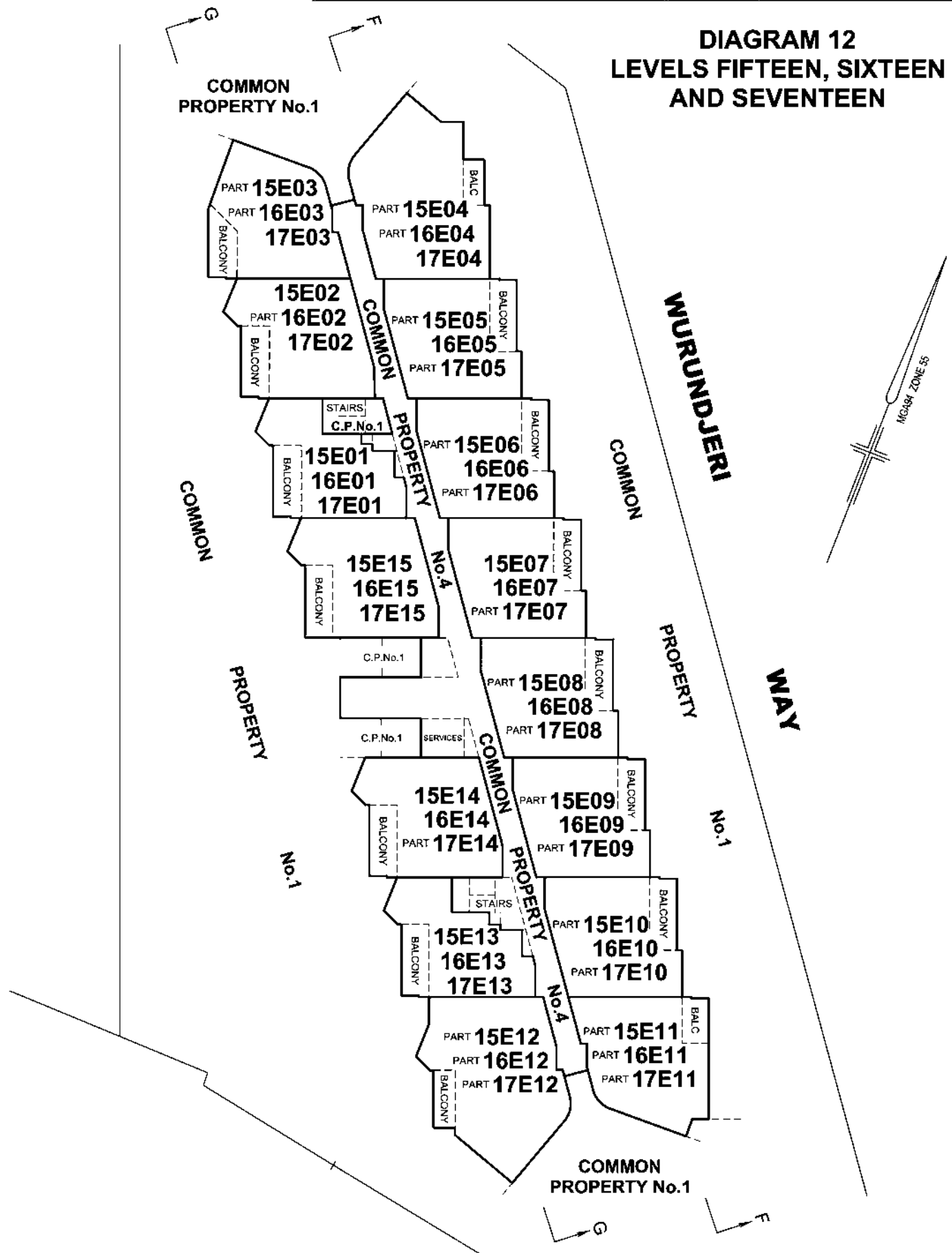
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

**DIAGRAM 12
LEVELS FIFTEEN, SIXTEEN
AND SEVENTEEN**



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SHEET 24

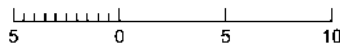


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SCALE



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ORIGINAL

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1:250 SIZE
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REF: 21239/1COM

VERSION: D

DATE: 26/09/12

1COM24D.DGN

SUBDIVISION ACT 1988

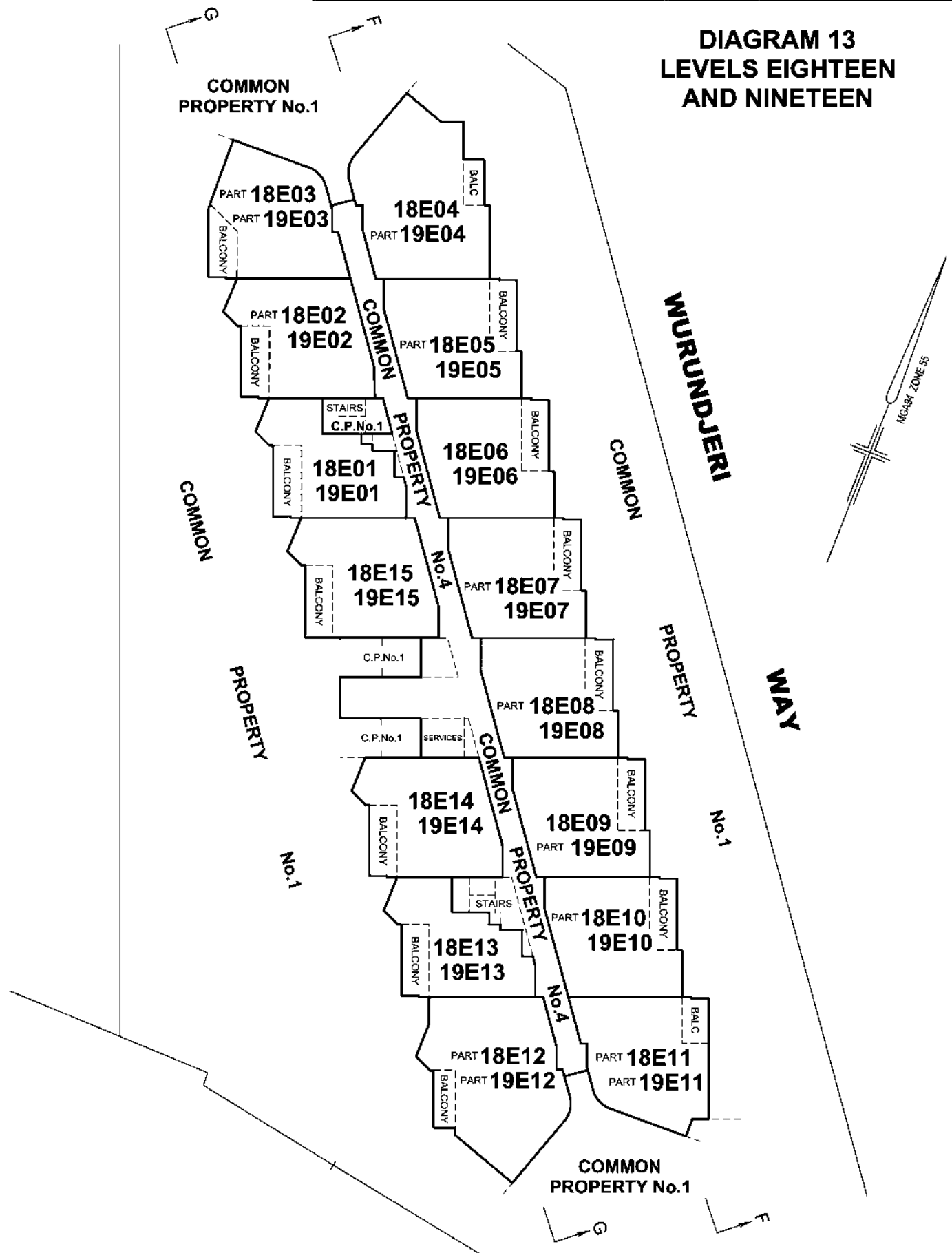
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

**DIAGRAM 13
LEVELS EIGHTEEN
AND NINETEEN**



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SHEET 25

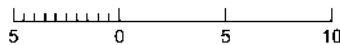


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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:250 SIZE
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REF: 21239/1COM

VERSION: D

DATE: 26/09/12

1COM25D.DGN

SUBDIVISION ACT 1988

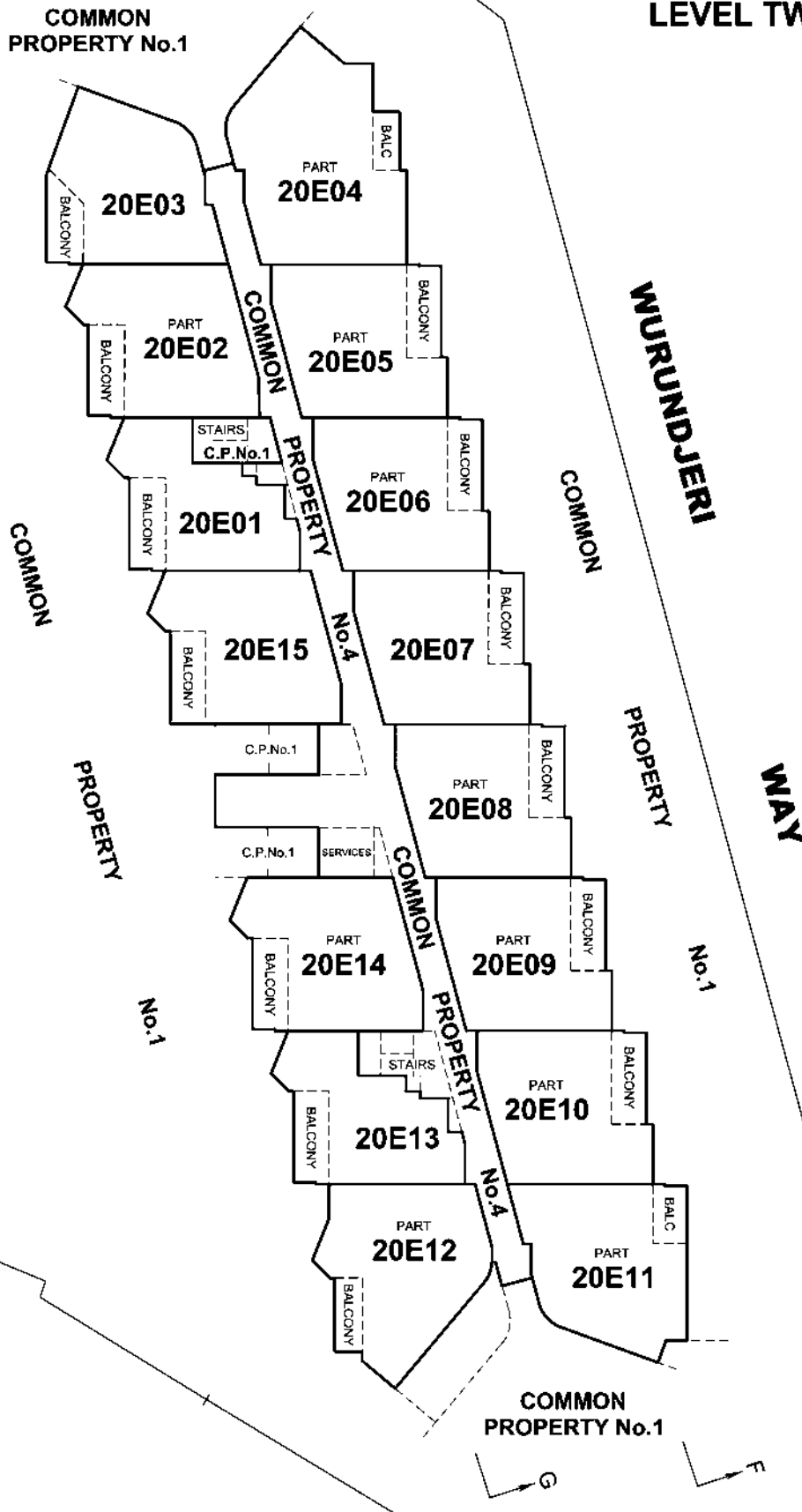
STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

**DIAGRAM 14
LEVEL TWENTY**



LICENSED SURVEYOR ALAN DAVID NORMAN

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SHEET 26

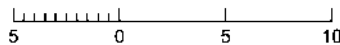


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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:250 SIZE
A3

REF: 21239/1COM

VERSION: D

DATE: 26/09/12

1COM26D.DGN

REF: **21239/1COM**
VERSION: **D**
DATE: 26/09/12 1COM28D.DGN

CROSS SECTION B-B

NOT TO SCALE

SUBDIVISION ACT 1988

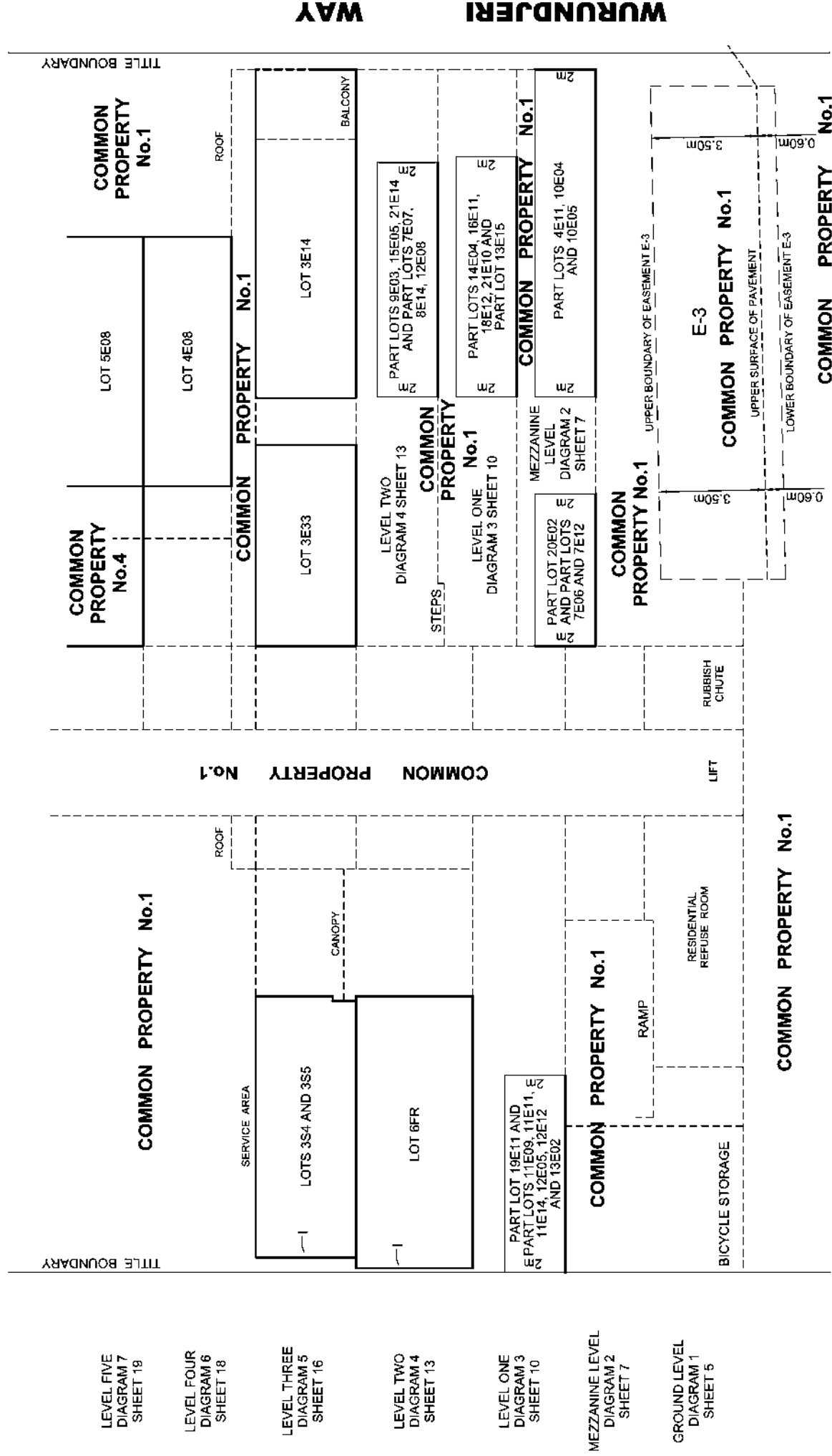
PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
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2	2
3	3
4	4
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11	11
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98	98
99	99
100	100

PLAN NUMBER

PS 613436T

NOTE: THE ONLY EASEMENT SHOWN ON THIS CROSS SECTION IS E-3 ALTHOUGH OTHERS MAY AFFECT THE LOTS SHOWN - REFER TO THE DIAGRAM ON SHEET FOR DETAILS

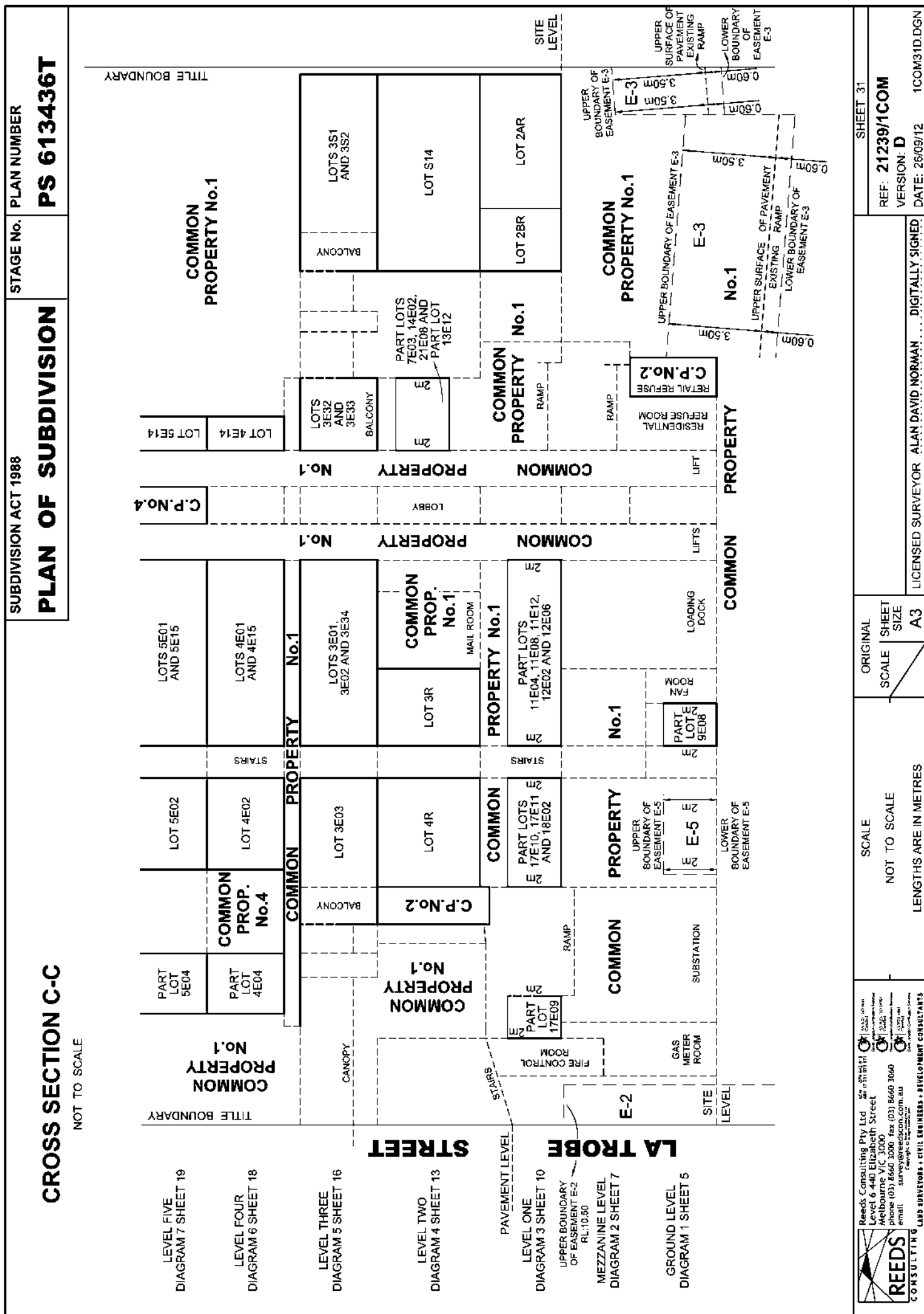
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SCALE
NOT TO SCALE
LENGTHS ARE IN METRES

ORIGINAL	SCALE	SHEET SIZE
		A3

LICENSED SURVEYOR ALAN DAVID NORMAN DIGITALLY SIGNED

REF: 21239/1COM
VERSION: D
DATE: 26/09/12
1COM30D.DGN



[illegible]

CROSS SECTION U-U

NOT TO SCALE

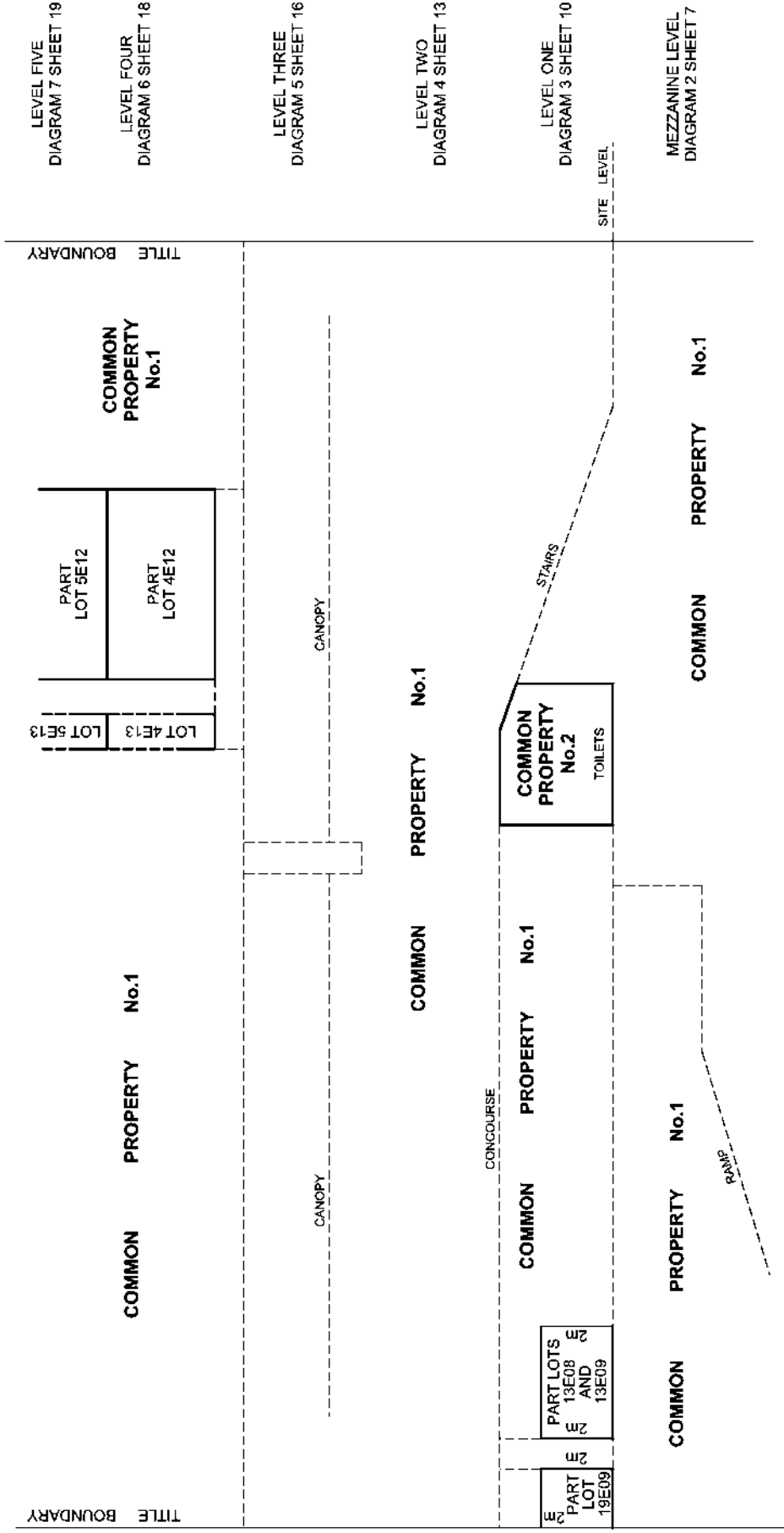
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER

PLAN NUMBER	DATE	DESCRIPTION
1	1/1/2020	Initial assessment and planning
2	2/1/2020	First follow-up visit
3	3/1/2020	Second follow-up visit
4	4/1/2020	Third follow-up visit
5	5/1/2020	Fourth follow-up visit
6	6/1/2020	Fifth follow-up visit
7	7/1/2020	Sixth follow-up visit
8	8/1/2020	Seventh follow-up visit
9	9/1/2020	Eighth follow-up visit
10	10/1/2020	Ninth follow-up visit
11	11/1/2020	Tenth follow-up visit
12	12/1/2020	Eleventh follow-up visit
13	1/1/2021	Twelfth follow-up visit
14	2/1/2021	Thirteenth follow-up visit
15	3/1/2021	Fourteenth follow-up visit
16	4/1/2021	Fifteenth follow-up visit
17	5/1/2021	Sixteenth follow-up visit
18	6/1/2021	Seventeenth follow-up visit
19	7/1/2021	Eighteenth follow-up visit
20	8/1/2021	Nineteenth follow-up visit
21	9/1/2021	Twentieth follow-up visit
22	10/1/2021	Twenty-first follow-up visit
23	11/1/2021	Twenty-second follow-up visit
24	12/1/2021	Twenty-third follow-up visit
25	1/1/2022	Twenty-fourth follow-up visit
26	2/1/2022	Twenty-fifth follow-up visit
27	3/1/2022	Twenty-sixth follow-up visit
28	4/1/2022	Twenty-seventh follow-up visit
29	5/1/2022	Twenty-eighth follow-up visit
30	6/1/2022	Twenty-ninth follow-up visit
31	7/1/2022	Thirtieth follow-up visit
32	8/1/2022	Thirty-first follow-up visit
33	9/1/2022	Thirty-second follow-up visit
34	10/1/2022	Thirty-third follow-up visit
35	11/1/2022	Thirty-fourth follow-up visit
36	12/1/2022	Thirty-fifth follow-up visit
37	1/1/2023	Thirty-sixth follow-up visit
38	2/1/2023	Thirty-seventh follow-up visit
39	3/1/2023	Thirty-eighth follow-up visit
40	4/1/2023	Thirty-ninth follow-up visit
41	5/1/2023	Fortieth follow-up visit
42	6/1/2023	Forty-first follow-up visit
43	7/1/2023	Forty-second follow-up visit
44	8/1/2023	Forty-third follow-up visit
45	9/1/2023	Forty-fourth follow-up visit
46	10/1/2023	Forty-fifth follow-up visit
47	11/1/2023	Forty-sixth follow-up visit
48	12/1/2023	Forty-seventh follow-up visit
49	1/1/2024	Forty-eighth follow-up visit
50	2/1/2024	Forty-ninth follow-up visit
51	3/1/2024	Fiftieth follow-up visit
52	4/1/2024	Fifty-first follow-up visit
53	5/1/2024	Fifty-second follow-up visit
54	6/1/2024	Fifty-third follow-up visit
55	7/1/2024	Fifty-fourth follow-up visit
56	8/1/2024	Fifty-fifth follow-up visit
57	9/1/2024	Fifty-sixth follow-up visit
58	10/1/2024	Fifty-seventh follow-up visit
59	11/1/2024	Fifty-eighth follow-up visit
60	12/1/2024	Fifty-ninth follow-up visit
61	1/1/2025	Sixtieth follow-up visit
62	2/1/2025	Sixty-first follow-up visit
63	3/1/2025	Sixty-second follow-up visit
64	4/1/2025	Sixty-third follow-up visit
65	5/1/2025	Sixty-fourth follow-up visit
66	6/1/2025	Sixty-fifth follow-up visit
67	7/1/2025	Sixty-sixth follow-up visit
68	8/1/2025	Sixty-seventh follow-up visit
69	9/1/2025	Sixty-eighth follow-up visit
70	10/1/2025	Sixty-ninth follow-up visit
71	11/1/2025	Seventieth follow-up visit
72	12/1/2025	Seventy-first follow-up visit
73	1/1/2026	Seventy-second follow-up visit
74	2/1/2026	Seventy-third follow-up visit
75	3/1/2026	Seventy-fourth follow-up visit
76	4/1/2026	Seventy-fifth follow-up visit
77	5/1/2026	Seventy-sixth follow-up visit
78	6/1/2026	Seventy-seventh follow-up visit
79	7/1/2026	Seventy-eighth follow-up visit
80	8/1/2026	Seventy-ninth follow-up visit
81	9/1/2026	Eightieth follow-up visit
82	10/1/2026	Eighty-first follow-up visit
83	11/1/2026	Eighty-second follow-up visit
84	12/1/2026	Eighty-third follow-up visit
85	1/1/2027	Eighty-fourth follow-up visit
86	2/1/2027	Eighty-fifth follow-up visit
87	3/1/2027	Eighty-sixth follow-up visit
88	4/1/2027	Eighty-seventh follow-up visit
89	5/1/2027	Eighty-eighth follow-up visit
90	6/1/2027	Eighty-ninth follow-up visit
91	7/1/2027	Ninetieth follow-up visit
92	8/1/2027	Ninety-first follow-up visit
93	9/1/2027	Ninety-second follow-up visit
94	10/1/2027	Ninety-third follow-up visit
95	11/1/2027	Ninety-fourth follow-up visit
96	12/1/2027	Ninety-fifth follow-up visit
97	1/1/2028	Ninety-sixth follow-up visit
98	2/1/2028	Ninety-seventh follow-up visit
99	3/1/	

PS 613436T



NOTE:
FOR CLARITY EASEMENTS HAVE
NOT BEEN SHOWN ON THIS
CROSS SECTIONS

REEDS CONSULTING

 REEDS CONSULTING Pty Ltd
Level 6 440 Elizabeth Street
Melbourne VIC 3000
phone (03) 8660 3000 fax (03) 8660 3060
email survey@reedscon.com.au
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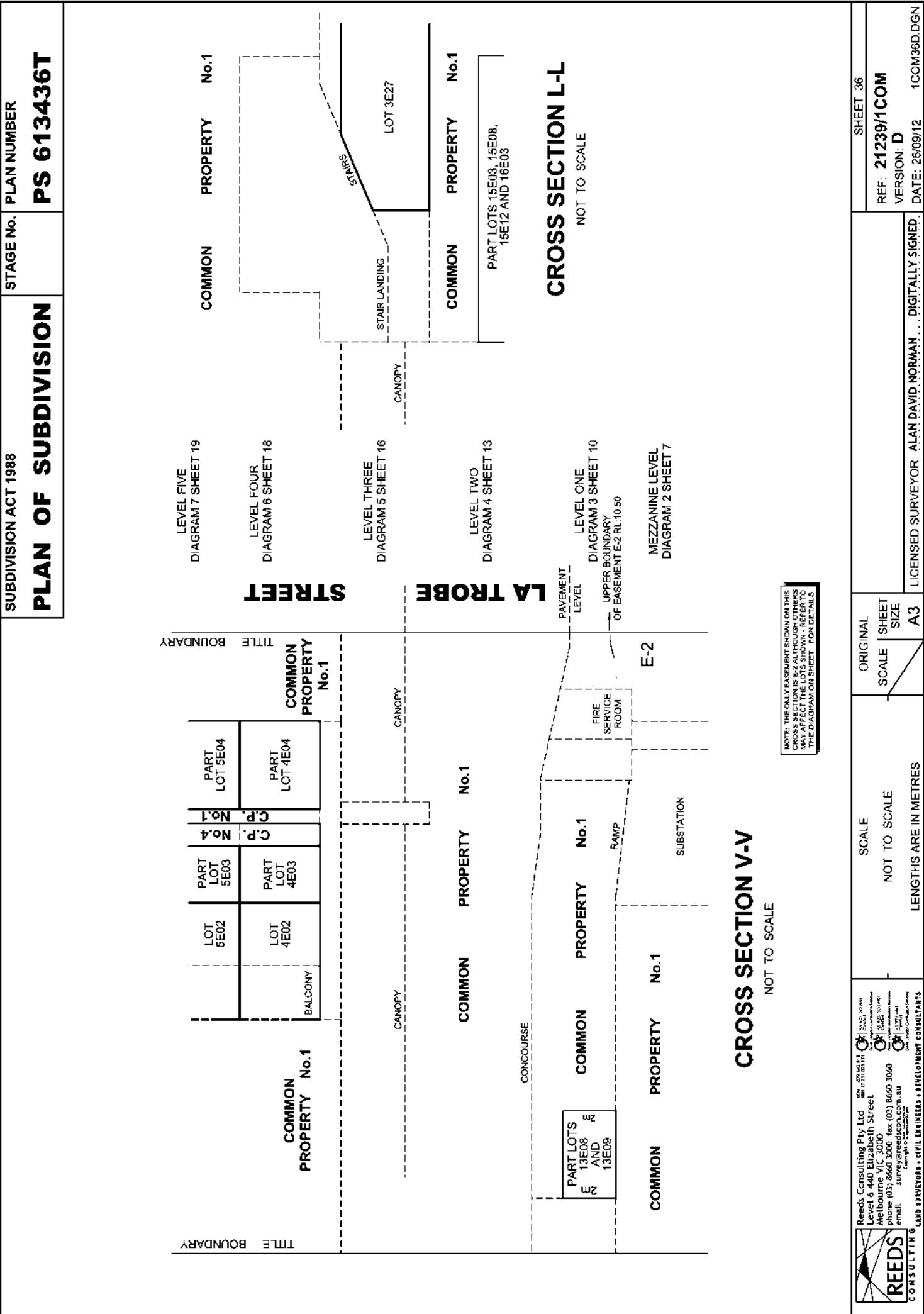
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SCALE
NOT TO SCALE
LENGTHS ARE IN METRES

ORIGINAL	SCALE	SHEET SIZE
		A3

	LICENSED SURVEYOR	ALAN DAVID NORMAN . . .	DIGITALLY SIGNED

REF: **21239/1COM**
VERSION: **D**
DATE: 26/09/12
1COM35D.DGN



CROSS SECTION F-F NOT TO SCALE		SUBDIVISION ACT 1988 PLAN OF SUBDIVISION	STAGE No. 	PLAN NUMBER PS 613436T

LA TROBE STREET	TITLE BOUNDARY	SERVICES AREA	TITLE BOUNDARY	TOPMOST STOREY DIAGRAM 16 SHEET 28
		PART LOTS 21E04, 21E05, 21E06, 21E07, 21E08 AND 21E10 AND LOTS 21E09 AND 21E11		LEVEL TWENTY ONE DIAGRAM 15 SHEET 27
COMMON PROPERTY No.1	COMMON PROPERTY No.1	PART LOTS 20E04, 20E05, 20E06, 20E08, 20E09, 20E10 AND 20E11 AND LOT 20E07	COMMON PROPERTY No.1	LEVEL TWENTY DIAGRAM 14 SHEET 26
		PART LOTS 19E04, 19E09 AND 19E11 AND LOTS 19E05, 19E06, 19E07, 19E08, AND 19E10		LEVEL NINETEEN DIAGRAM 13 SHEET 25
		PART LOTS 18E05, 18E07, 18E08, 18E10 AND 18E11 AND LOTS 18E04, 18E06 AND 18E09		LEVEL EIGHTEEN DIAGRAM 13 SHEET 25
		PART LOTS 17E05, 17E06, 17E07, 17E08, 17E09, 17E10 AND 17E11 AND LOT 17E04		LEVEL SEVENTEEN DIAGRAM 12 SHEET 24
		PART LOTS 16E04 AND 16E11 AND LOTS 16E05, 16E06, 16E07, 16E08, 16E09 AND 16E10		LEVEL SIXTEEN DIAGRAM 12 SHEET 24
		PART LOTS 15E04, 15E05, 15E06, 15E08, 15E09, 15E10 AND 15E11 AND LOT 15E07		LEVEL FIFTEEN DIAGRAM 12 SHEET 24
		PART LOTS 14E04, 14E07, 14E08, 14E10 AND 14E11 AND LOTS 14E05, 14E06 AND 14E09		LEVEL FOURTEEN DIAGRAM 11 SHEET 23
		PART LOTS 13E04, 13E08, 13E09 AND 13E11 AND LOTS 13E05, 13E06, 13E07 AND 13E10		LEVEL THIRTEEN DIAGRAM 10 SHEET 22
		PART LOTS 12E04 TO 12E11 (BOTH INCLUSIVE)		LEVEL TWELVE DIAGRAM 10 SHEET 22
		PART LOTS 11E04 AND 11E06 TO 11E11 (BOTH INCLUSIVE) AND LOT 11E05		LEVEL ELEVEN DIAGRAM 9 SHEET 21
		PART LOTS 10E04, 10E05, 10E06 AND 10E08 TO 10E11 (BOTH INCLUSIVE) AND LOT 10E07		LEVEL TEN DIAGRAM 9 SHEET 21
		PART LOTS 9E04 AND 9E08 TO 9E11 (BOTH INCLUSIVE) AND LOTS 9E05, 9E06 AND 9E07		LEVEL NINE DIAGRAM 9 SHEET 21
		PART LOTS 8E04 TO 8E11 (BOTH INCLUSIVE)		LEVEL EIGHT DIAGRAM 8 SHEET 20
		PART LOTS 7E04 AND 7E06 TO 7E11 (BOTH INCLUSIVE) AND LOT 7E05		LEVEL SEVEN DIAGRAM 8 SHEET 20
		PART LOT 6E11 AND LOTS 6E04 TO 6E10 (BOTH INCLUSIVE)		LEVEL SIX DIAGRAM 8 SHEET 20
PART LOT 5E04 AND LOTS 5E05 TO 5E11 (BOTH INCLUSIVE)	LEVEL FIVE DIAGRAM 7 SHEET 19			
PART LOTS 4E04 AND 4E11 AND LOTS 4E05 TO 4E10 (BOTH INCLUSIVE)	LEVEL FOUR DIAGRAM 6 SHEET 18			
LOTS 3E06 & 3E07	LOTS 3E10 TO 3E26 (BOTH INCLUSIVE)	PAVILION	LEVEL THREE DIAGRAM 5 SHEET 16	

LICENSED SURVEYOR ALAN DAVID NORMAN DIGITALLY SIGNED			SHEET 37
 Reeds Consulting Pty Ltd Level 6 440 Elizabeth Street Melbourne VIC 3000 phone (03) 8660 3000 fax (03) 8660 3060 email survey@reedscon.com.au Company No. 123456789	SCALE NOT TO SCALE LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE A3	REF: 21239/1COM VERSION: D DATE: 26/09/12 1COM37D.DGN

SUBDIVISION ACT 1988				STAGE No.		PLAN NUMBER											
CROSS SECTION G-G				PLAN OF SUBDIVISION		PS 613436T											
NOT TO SCALE																	
LA TROBE STREET	TITLE BOUNDARY	COMMON PROPERTY No.1		COMMON PROPERTY No.1		COMMON PROPERTY No.1		TITLE BOUNDARY	TOPMOST STOREY DIAGRAM 16 SHEET 28								
									LEVEL TWENTY ONE DIAGRAM 15 SHEET 27								
																	LEVEL TWENTY DIAGRAM 14 SHEET 26
																	LEVEL NINETEEN DIAGRAM 13 SHEET 25
																	LEVEL EIGHTEEN DIAGRAM 13 SHEET 25
																	LEVEL SEVENTEEN DIAGRAM 12 SHEET 24
																	LEVEL SIXTEEN DIAGRAM 12 SHEET 24
																	LEVEL FIFTEEN DIAGRAM 12 SHEET 24
																	LEVEL FOURTEEN DIAGRAM 11 SHEET 23
																	LEVEL THIRTEEN DIAGRAM 10 SHEET 22
																	LEVEL TWELVE DIAGRAM 10 SHEET 22
																	LEVEL ELEVEN DIAGRAM 9 SHEET 21
																	LEVEL TEN DIAGRAM 9 SHEET 21
																	LEVEL NINE DIAGRAM 9 SHEET 21
																	LEVEL EIGHT DIAGRAM 8 SHEET 20
																	LEVEL SEVEN DIAGRAM 8 SHEET 20
																	LEVEL SIX DIAGRAM 8 SHEET 20
																	LEVEL FIVE DIAGRAM 7 SHEET 19
																	LEVEL FOUR DIAGRAM 6 SHEET 18
																	LEVEL THREE DIAGRAM 5 SHEET 16
LOT 3N4	LOT 3N2	LOTS 3E01, 3E02, 3E03 AND 3E34		LIFT	C.P. No.1	LIFT	LOTS 3E32 AND 3E33	LOTS 3E28, 3E29, 3E30 AND 3E31									
LICENSED SURVEYOR ALAN DAVID NORMAN DIGITALLY SIGNED SHEET 38																	
REEDS CONSULTING Reeds Consulting Pty Ltd Level 6 440 Elizabeth Street Melbourne VIC 3000 phone (03) 8660 3000 fax (03) 8660 3060 email survey@reedscon.com.au Copyright © 2023			SCALE NOT TO SCALE LENGTHS ARE IN METRES			ORIGINAL SCALE SHEET SIZE A3		REF: 21239/1COM VERSION: D DATE: 26/09/12 1COM38D.DGN									

SUBDIVISION ACT 1988

STAGE No.

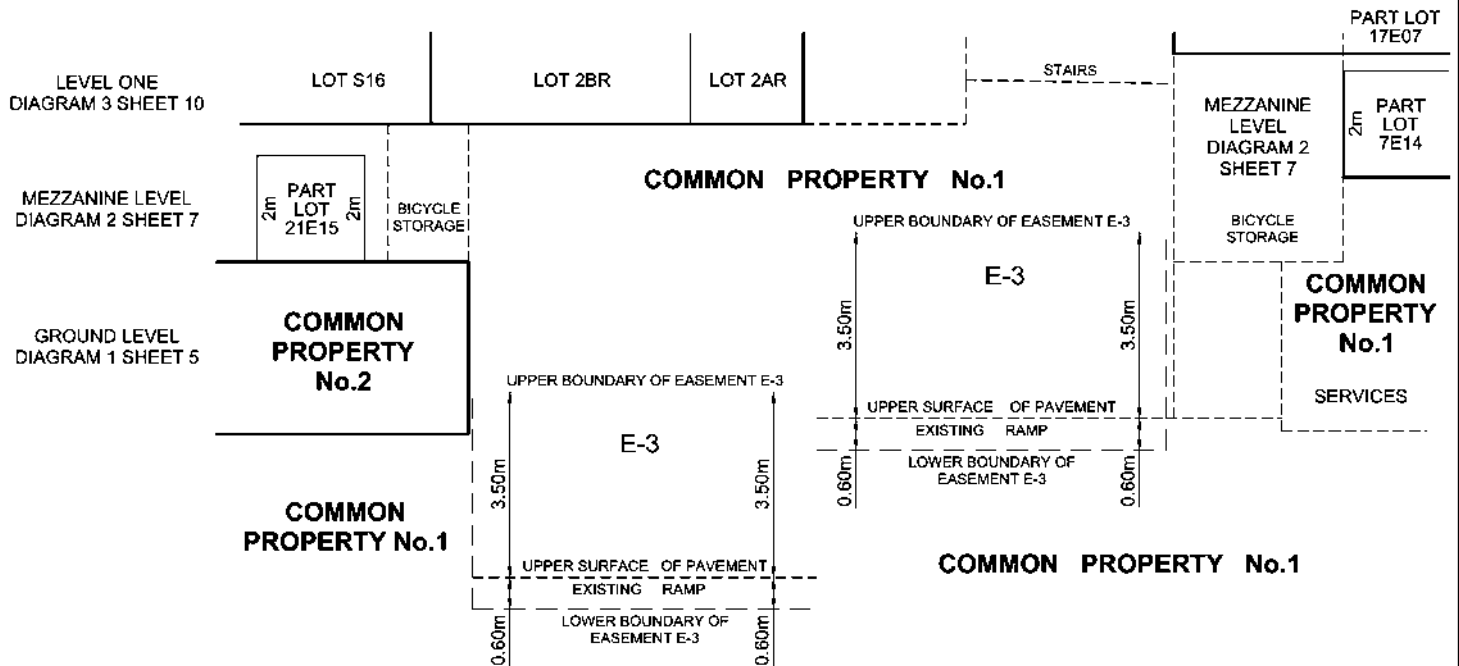
PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T

CROSS SECTION T-T

NOT TO SCALE



LICENSED SURVEYOR ALAN DAVID NORMAN

DIGITALLY SIGNED

SHEET 39



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phone (03) 8660 3000 fax (03) 8660 3060
email surveys@reedscon.com.au
Company e-mail address



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SCALE
NOT TO SCALE
LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
SIZE
A3

REF: 21239/1COM
VERSION: D
DATE: 26/09/12 1COM39D.DGN

Signed by Council: Melbourne City Council. Original Certification: 18/06/2010. S.O.C.: 18/06/2010

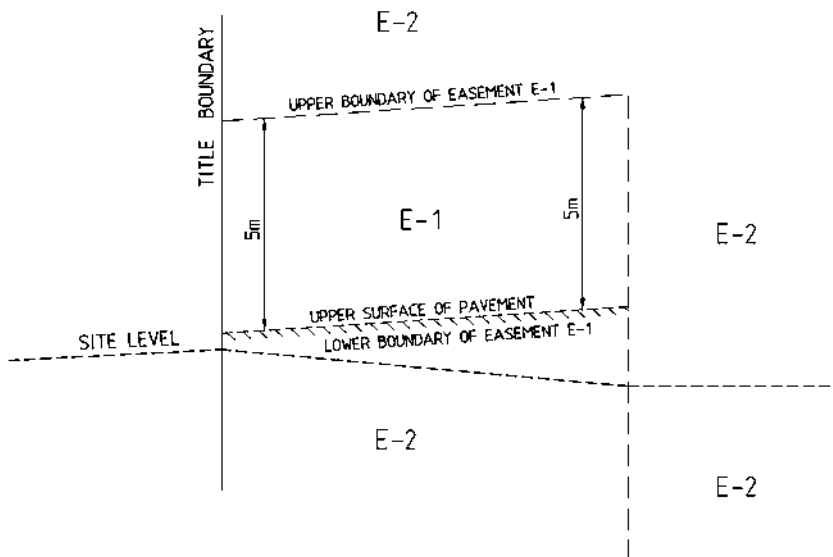
SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 613436T



CROSS SECTION S-S

NOT TO SCALE



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SCALE

NOT TO SCALE

LENGTHS ARE IN METRES

ORIGINAL

SCALE

SHEET

SIZE

A3

LICENSED SURVEYOR (PRINT)

SIGNATURE

DATE

/

/

REF: 21239/ 1PS VERSION: L

DATE: 13/05/10

1PS4L.DGN

SHEET 40

DATE

/

/

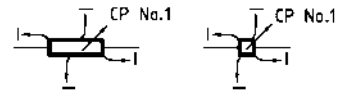
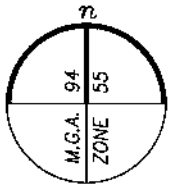
COUNCIL DELEGATE SIGNATURE

Signed by: Alan David Norman (Reeds Consulting Pty Ltd) Surveyor's Plan Version (L) 17/05/2010

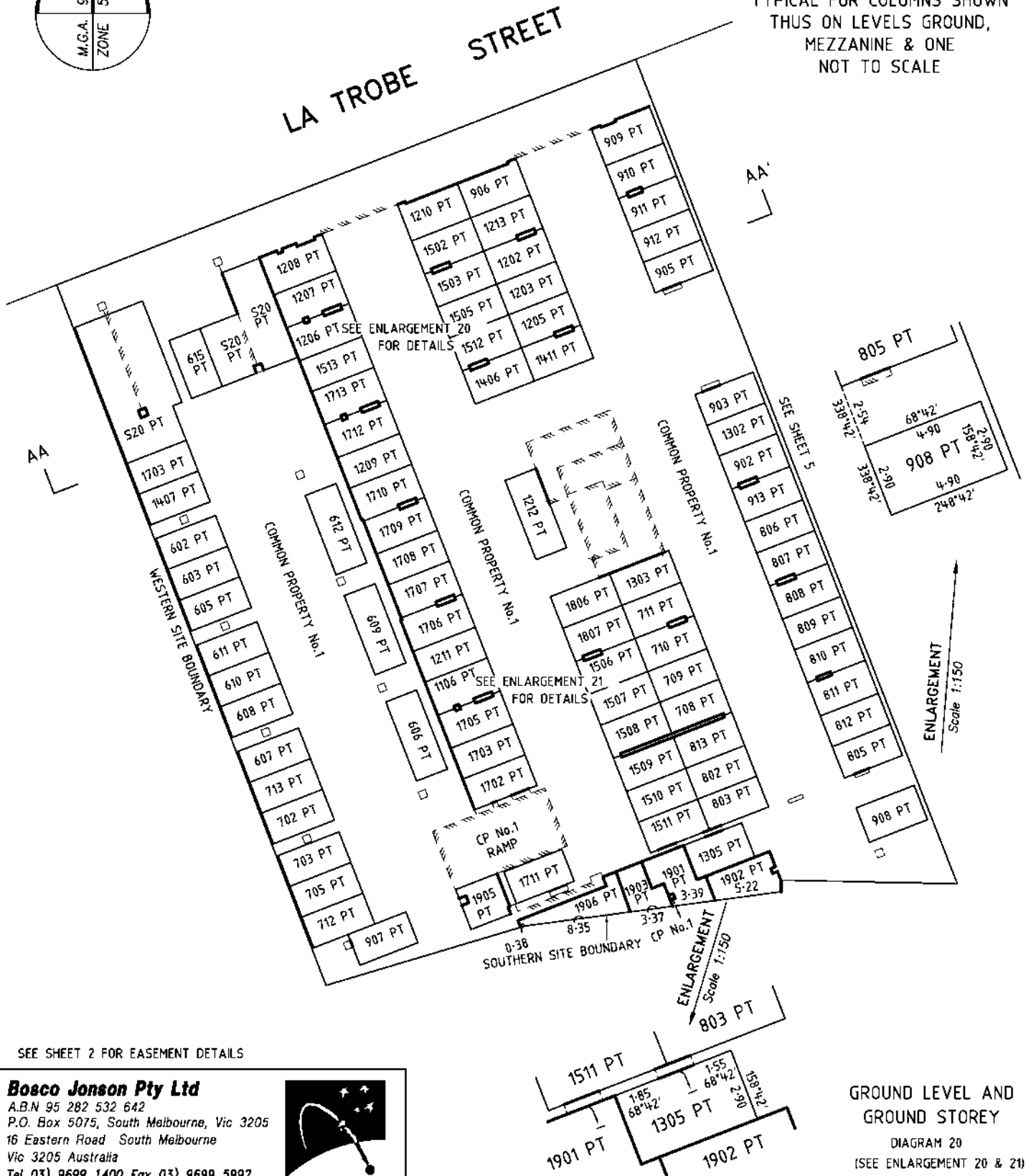
PLAN OF SUBDIVISION

Plan Number

PS 613436T



COLUMN ENLARGEMENTS
TYPICAL FOR COLUMNS SHOWN
THUS ON LEVELS GROUND,
MEZZANINE & ONE
NOT TO SCALE



SEE SHEET 2 FOR EASEMENT DETAILS

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**GROUND LEVEL AND
GROUND STOREY**

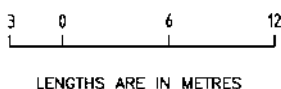
DIAGRAM 20
(SEE ENLARGEMENT 20 & 21)

ORIGINAL

SCALE

SCALE
1:300

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

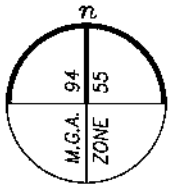
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DWG 2957500HS

Sheet 41

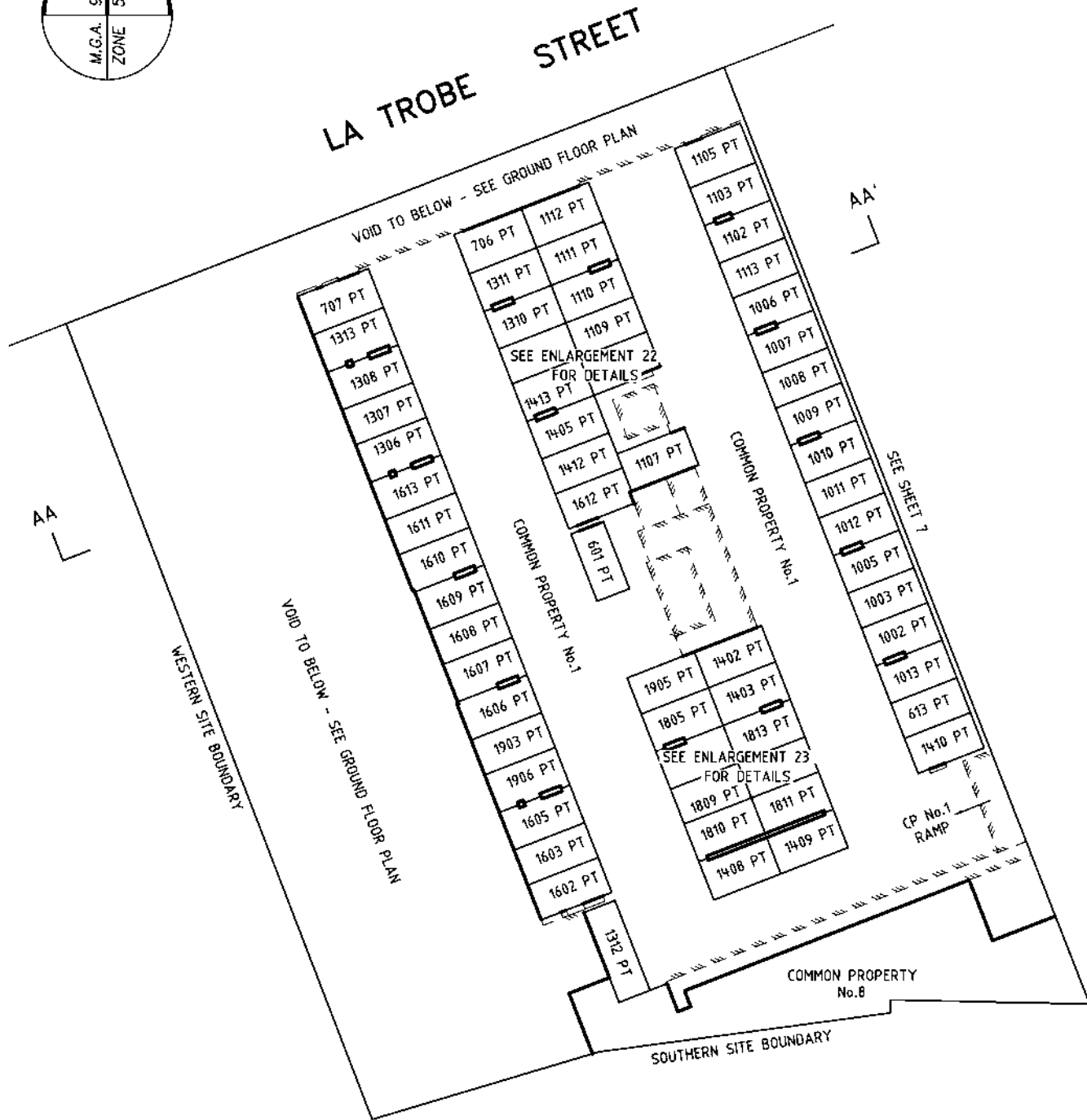
PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET



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MEZZANINE LEVEL

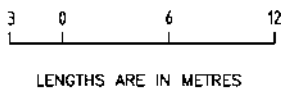
DIAGRAM 21

SEE ALSO ENLARGMENTS 22 AND 23

ORIGINAL

SCALE

SCALE
1:300
SHEET
SIZE
A3



LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

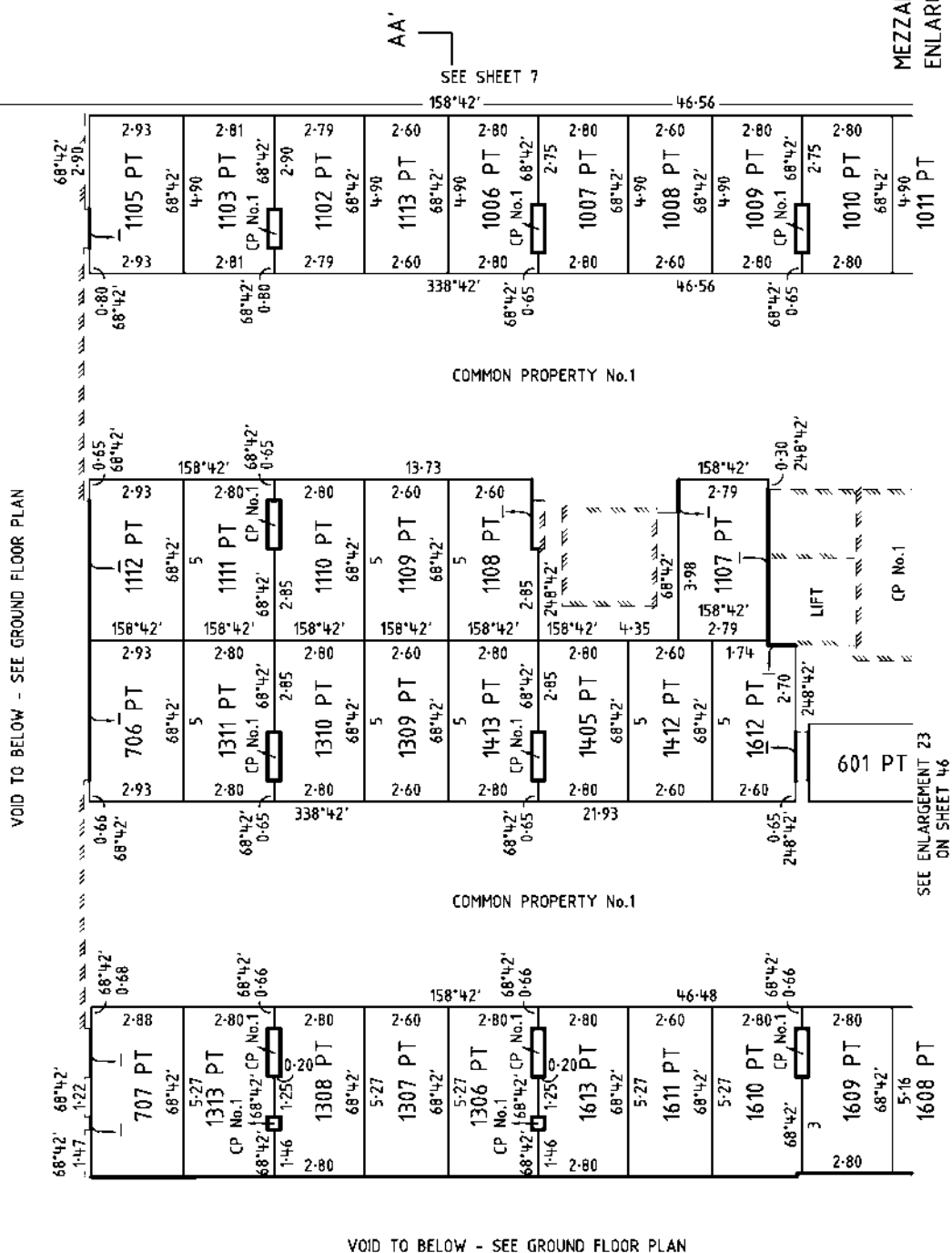
REF 29575003 02/02/16 VERSION S
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LA TROBE STREET

Plan Number

PS 613436T



MEZZANINE (PART)
ENLARGEMENT 22

Sheet 45

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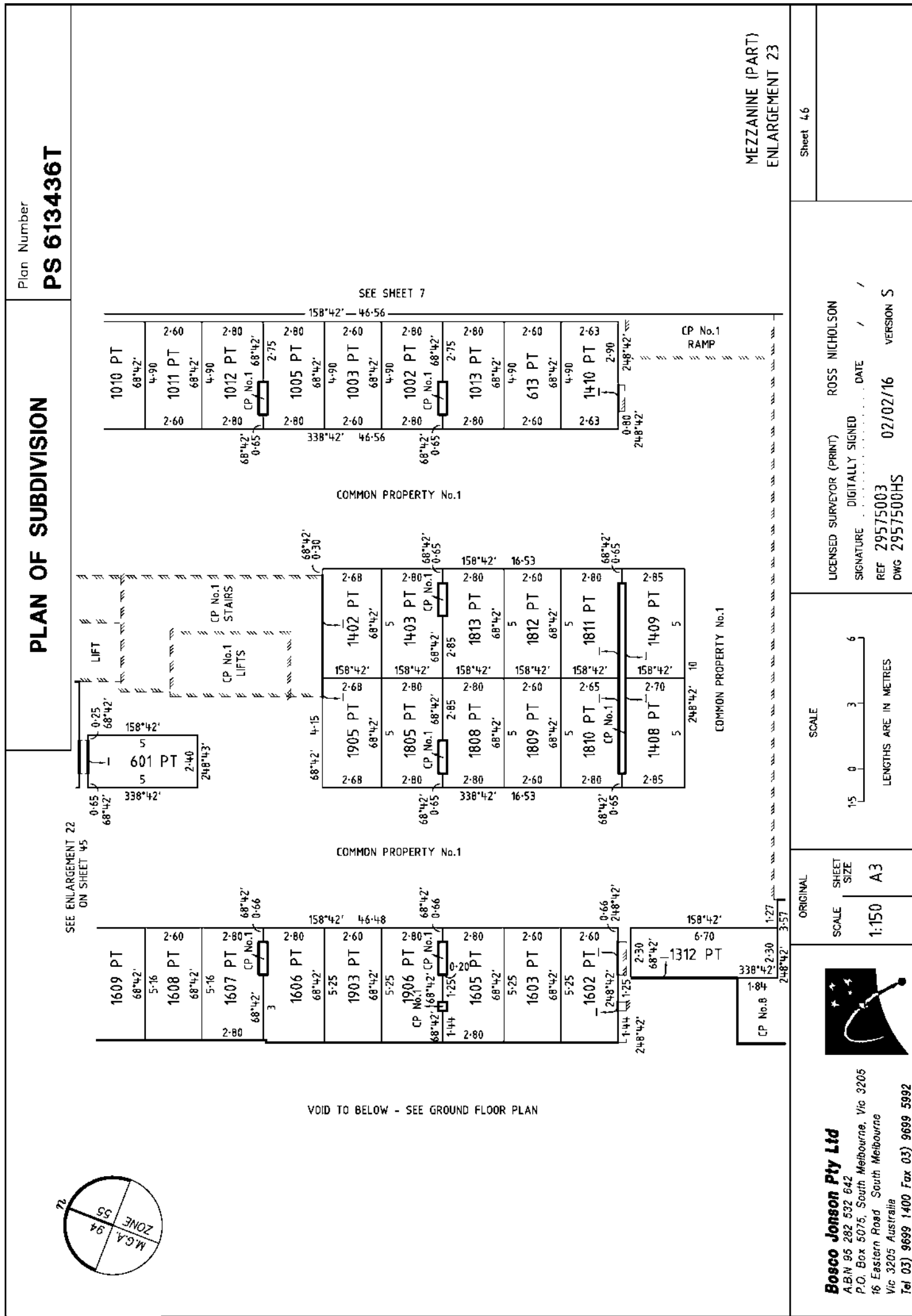
SCALE

ORIGINAL

SCALE | SHEET
SIZE

LENGTHS ARE IN METRES

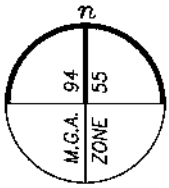




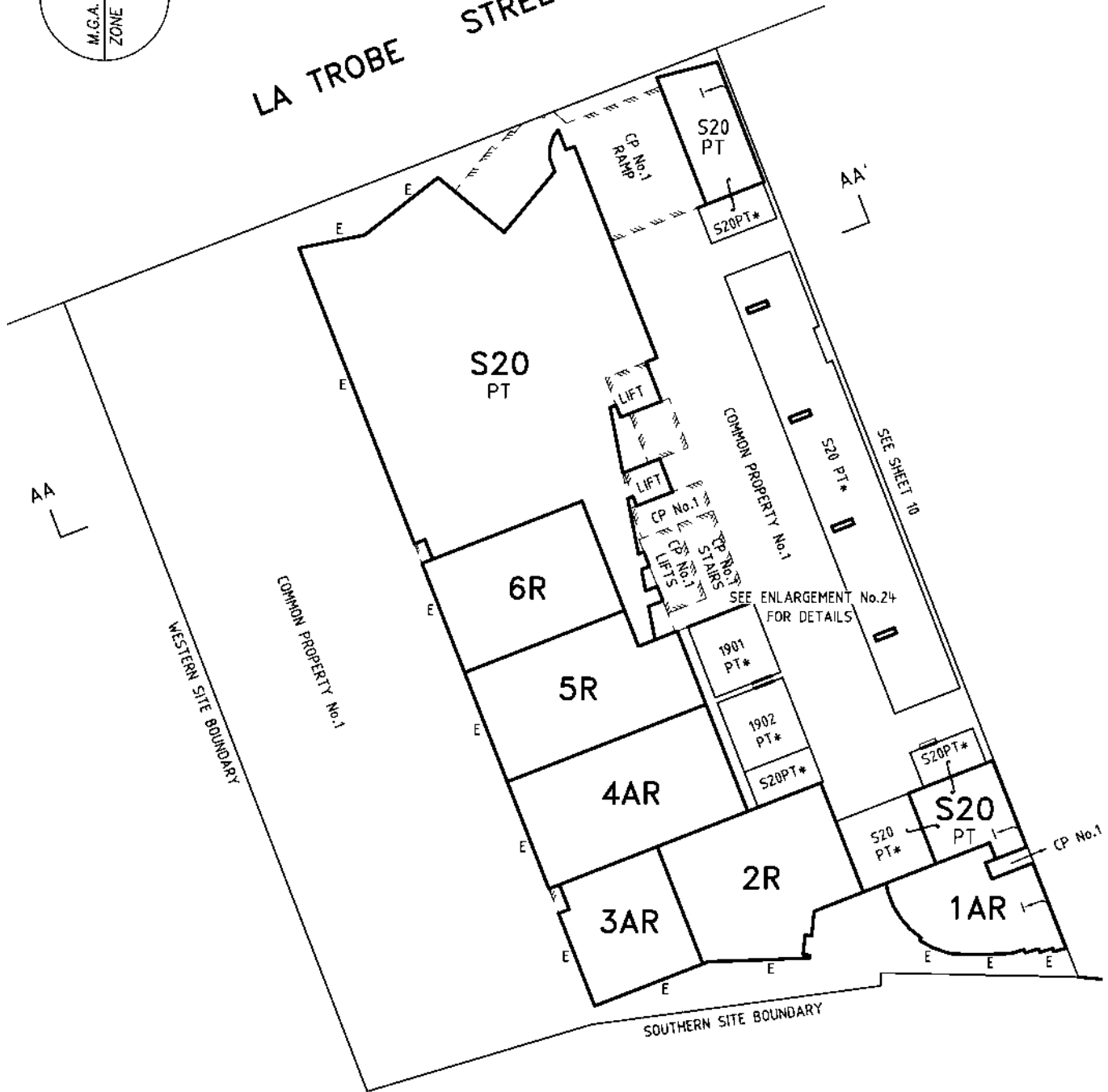
PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET



* DENOTES LOT LIMITED IN HEIGHT TO 2m ABOVE THE FACE OF SLAB

SEE SHEET 2 FOR EASEMENT DETAILS

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LEVEL 1

DIAGRAM 22
 SEE ALSO ENLARGEMENT 24

ORIGINAL

SCALE

SCALE
 1:300

SHEET
 SIZE
 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DATE

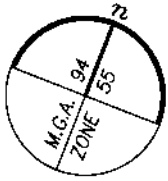
REF 29575003 02/02/16 VERSION S
 DWG 2957500HS

Sheet 47

PLAN OF SUBDIVISION

Plan Number

PS 613436T



**S20
PT**

6R

5R

4R

2R

LIFT

CP No.1

LIFT

CP No.1

CP No.1
LIFTS

CP No.1
STAIRS

COMMON PROPERTY No.1

1901 PT*

248'42" 2-75 248'42" 0-65

2-75 68'42" 68'42" 0-65

1902 PT*

68'42" 4-90

S20 PT*

0-19 248'42" 68'42" 5-45

S20 PT*

**S20
PT**

S20 PT

S20 PT*

4-90

248'42"

68'42"

4-90

158'42"

5-61

248'42"

0-40

158'42"

2-60

0-40

68'42"

S20 PT*

32-81

158'42"

24-60

CP No.1

158'42"

24-60

CP No.1

158'42"

24-60

CP No.1

158'42"

24-60

CP No.1

158'42"

24-60

CP No.1

158'42"

24-60

CP No.1

158'42"

24-60

CP No.1

158'42"

24-60

CP No.1

SEE SHEET 10

* DENOTES LOT LIMITED IN HEIGHT TO 2m ABOVE THE FACE OF SLAB (SEE SECTION AA-AA')

**LEVEL 1 (PART)
ENLARGEMENT 24**

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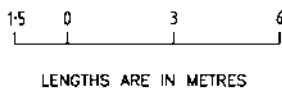


ORIGINAL

SCALE

SCALE
1:150

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

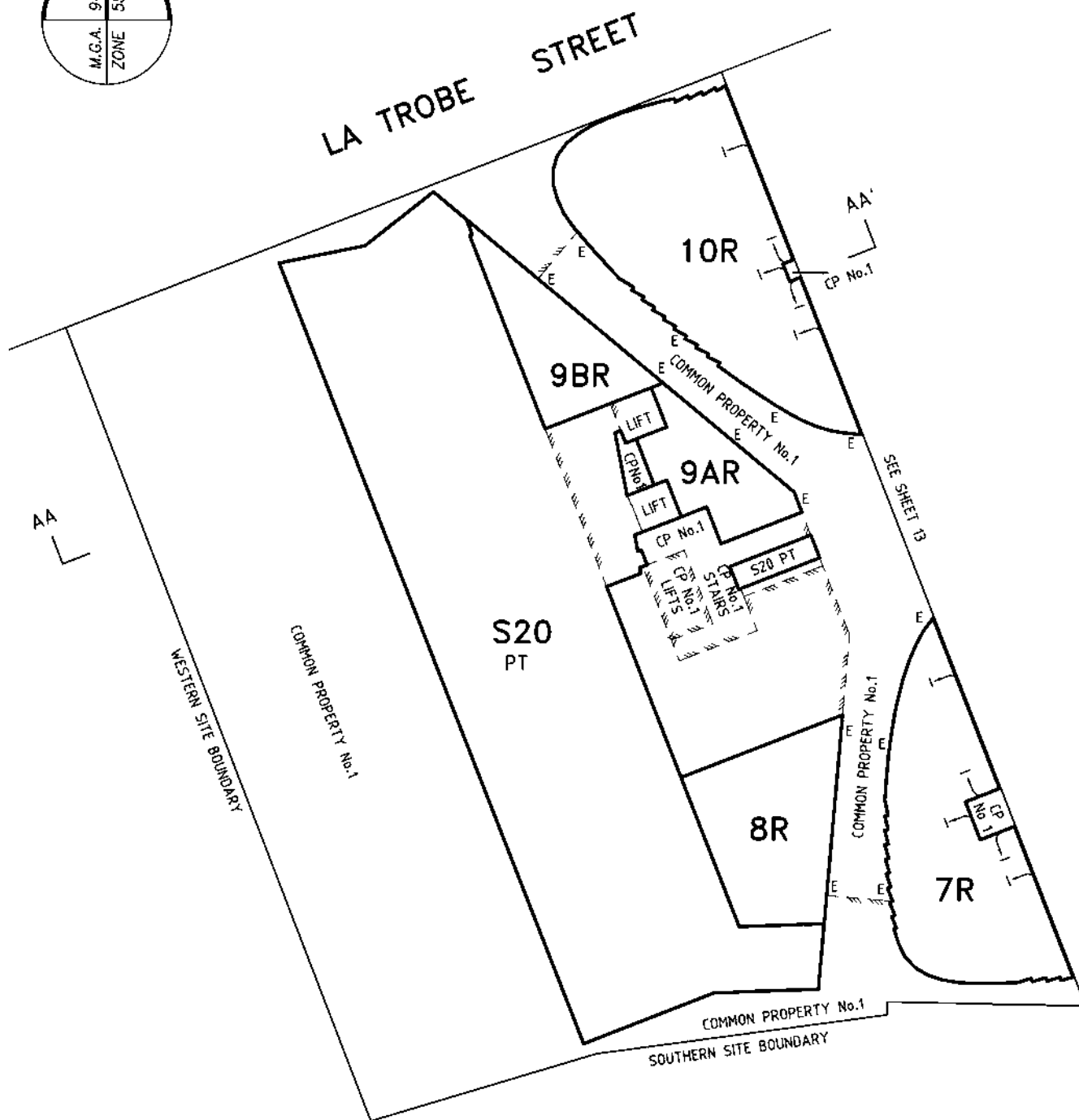
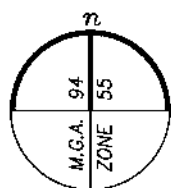
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Sheet 48

PLAN OF SUBDIVISION

Plan Number

PS 613436T



SEE SHEET 2 FOR EASEMENT DETAILS

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LEVEL 2
 DIAGRAM 23

ORIGINAL

SCALE

SCALE
 1:300

SHEET
 SIZE
 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DATE

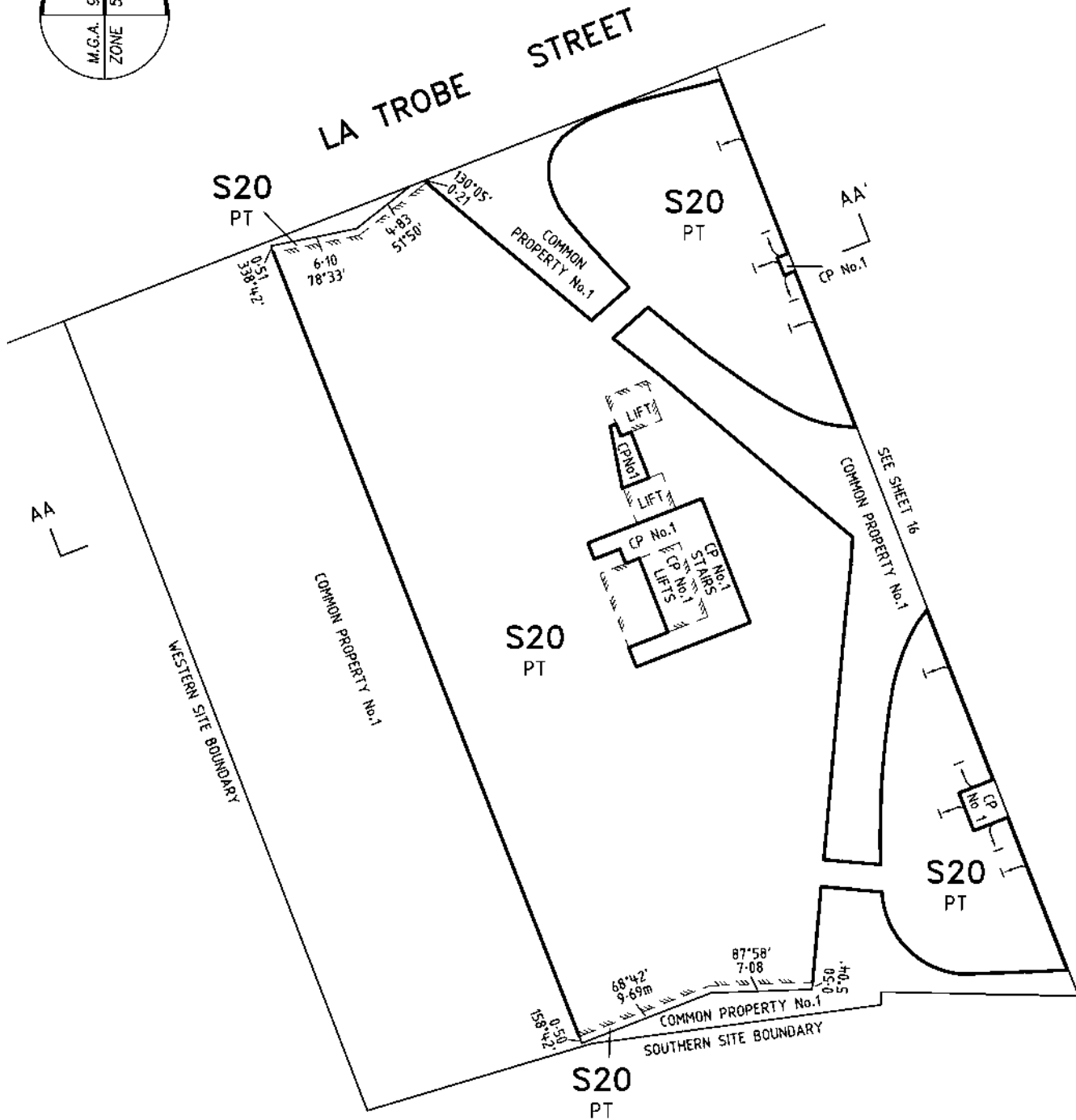
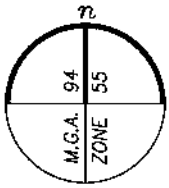
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PLAN OF SUBDIVISION

Plan Number

PS 613436T



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LEVEL 3

DIAGRAM 24

ORIGINAL

SCALE

SCALE
1:300

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DATE

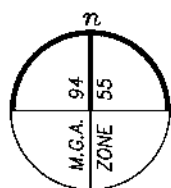
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Sheet 50

PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET

COMMON PROPERTY No.1

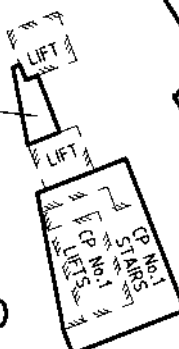
AA'

AA

WESTERN SITE BOUNDARY

COMMON PROPERTY No.1

S20
PT



SEE SHEET 18

COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY

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LEVEL 4
DIAGRAM 25

ORIGINAL

SCALE

SCALE
1:300

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

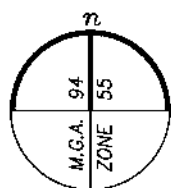
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DWG 2957500HS

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PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET

COMMON PROPERTY No.1

AA'

AA

WESTERN SITE BOUNDARY

COMMON PROPERTY No.1

S20
PT

SOUTHERN SITE BOUNDARY

SEE SHEET 19

COMMON PROPERTY No.1

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LEVEL 5

DIAGRAM 26

ORIGINAL

SCALE

SCALE

1:300

SHEET
SIZE
A3

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

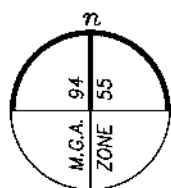
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Sheet 52

PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET

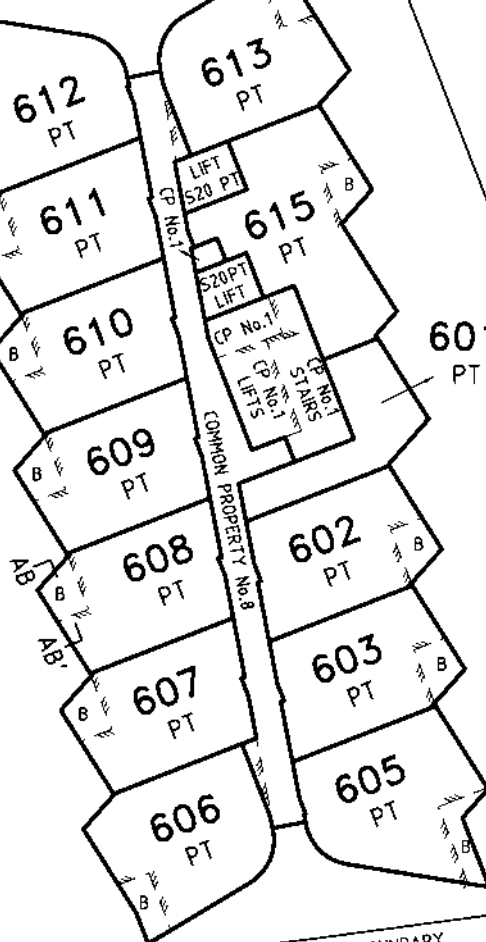
COMMON PROPERTY No.1

AA'

AA

WESTERN SITE BOUNDARY

COMMON PROPERTY No.1



SEE SHEET 20

COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY

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LEVEL 6

DIAGRAM 27

ORIGINAL

SCALE

SCALE

1:300

SHEET

A3

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

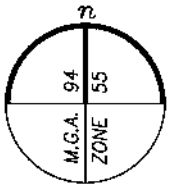
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DWG 2957500HS

Sheet 53

PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET

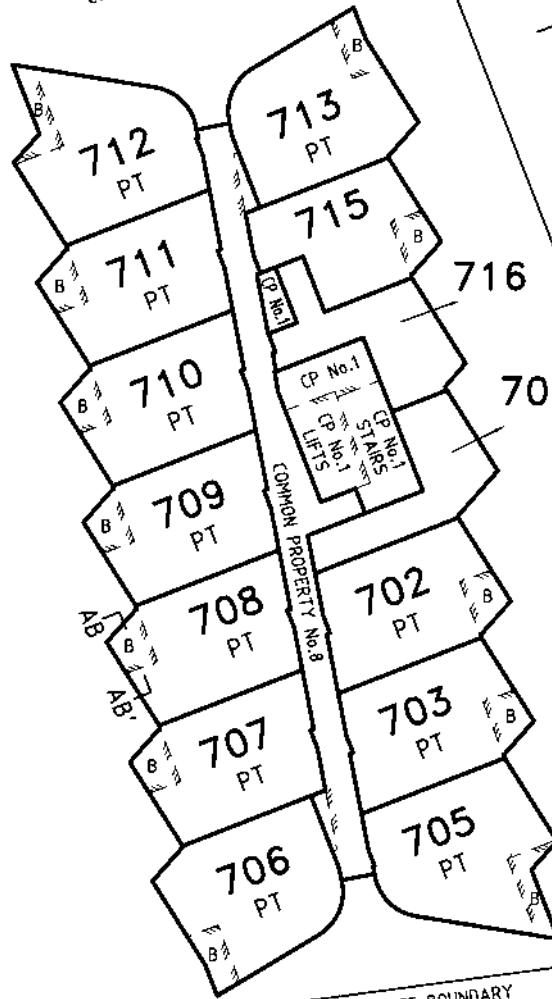
COMMON PROPERTY No.1

AA'

AA

WESTERN SITE BOUNDARY

COMMON PROPERTY No.1



SEE SHEET 20

COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY

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LEVEL 7
DIAGRAM 28

ORIGINAL

SCALE

SCALE
1:300
SHEET
SIZE
A3

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

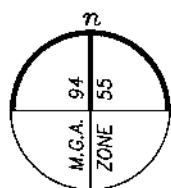
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DWG 2957500HS

Sheet 54

PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET

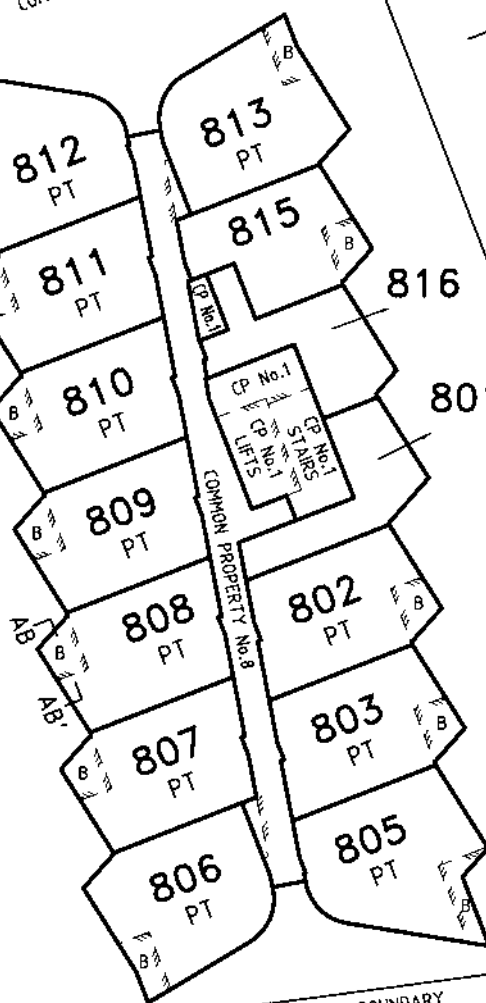
COMMON PROPERTY No.1

AA'

AA

WESTERN SITE BOUNDARY

COMMON PROPERTY No.1



SEE SHEET 20

COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY

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Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992



LEVEL 8

DIAGRAM 29

ORIGINAL

SCALE

SCALE

1:300

SHEET

A3

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

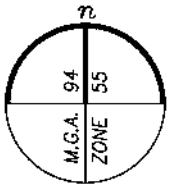
REF 29575003 02/02/16 VERSION S
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Sheet 55

PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET

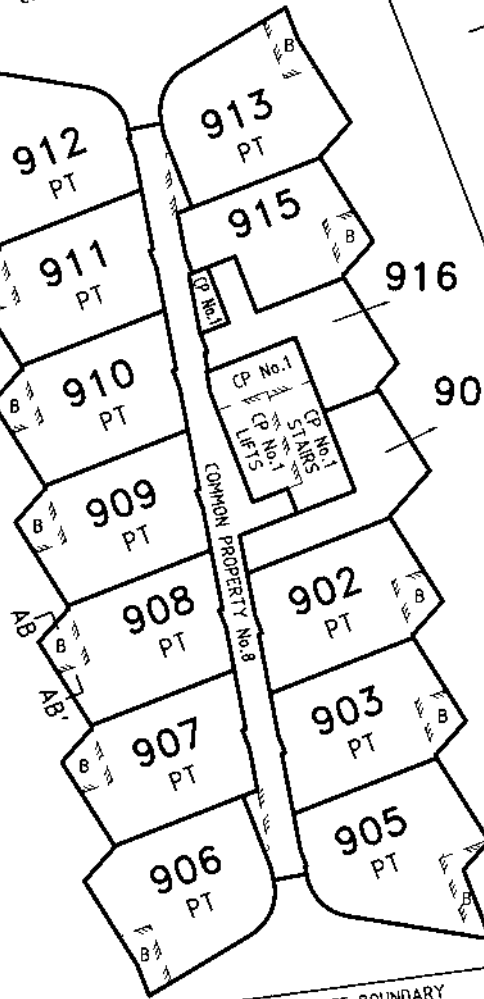
COMMON PROPERTY No.1

AA'

AA

WESTERN SITE BOUNDARY

COMMON PROPERTY No.1



SEE SHEET 21

COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY

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LEVEL 9
DIAGRAM 30

ORIGINAL

SCALE

SCALE
1:300
SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

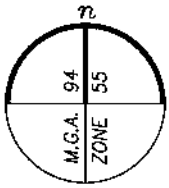
REF 29575003 02/02/16 VERSION S
DWG 2957500HS

Sheet 56

PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET

COMMON PROPERTY No.1

AA'

AA

WESTERN SITE BOUNDARY

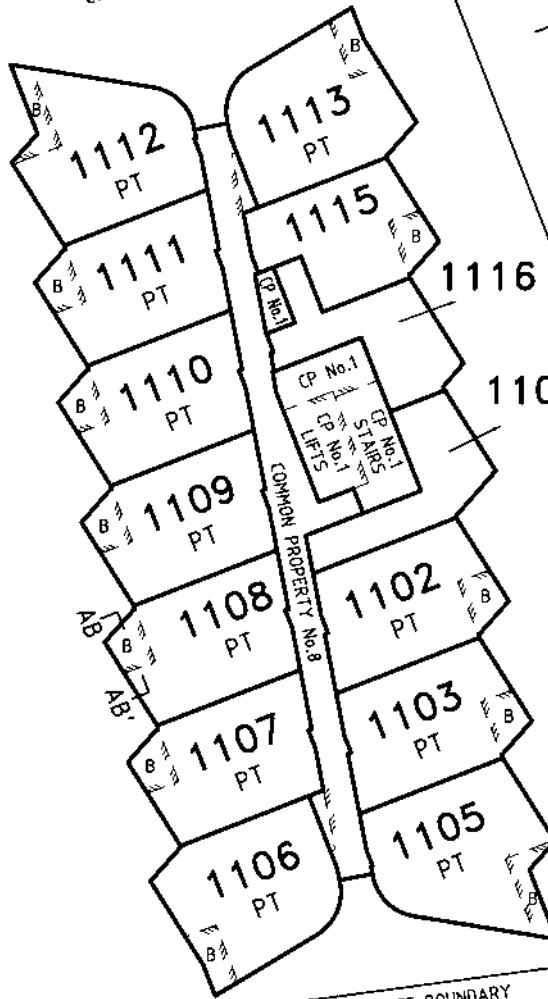
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COMMON PROPERTY No.8

SEE SHEET 21

COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY



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LEVEL 11
DIAGRAM 32

ORIGINAL

SCALE

SCALE
1:300

SHEET
SIZE
A3

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

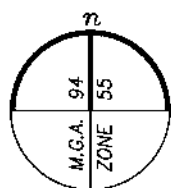
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DWG 2957500HS

Sheet 58

PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET

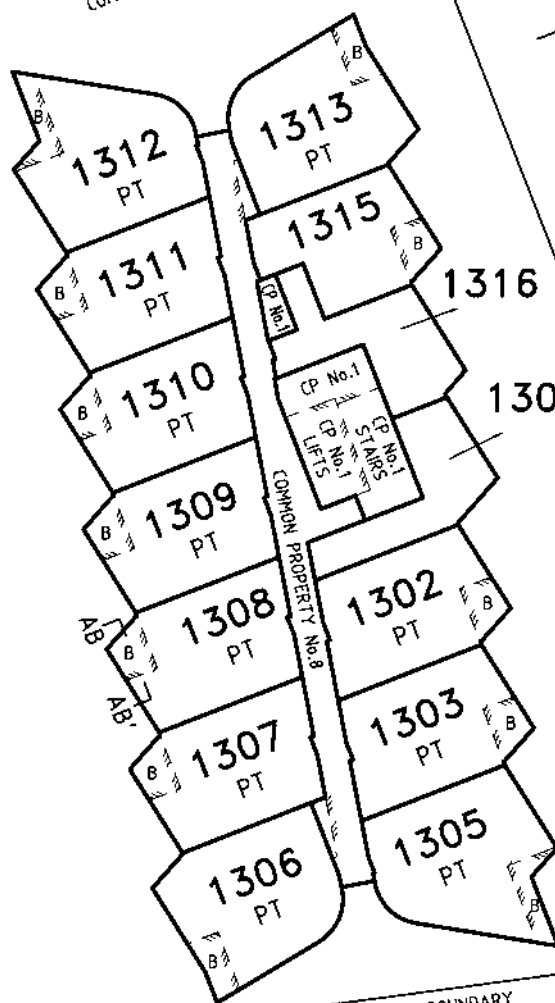
COMMON PROPERTY No.1

AA'

AA

WESTERN SITE BOUNDARY

COMMON PROPERTY No.1



SEE SHEET 22

COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY

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LEVEL 13

DIAGRAM 34

ORIGINAL

SCALE

SCALE

1:300

SHEET

SIZE

A3

3 0 6 12

LENGTHS ARE IN METRES

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SIGNATURE DIGITALLY SIGNED DATE / /

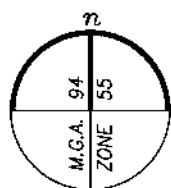
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Sheet 60

PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET

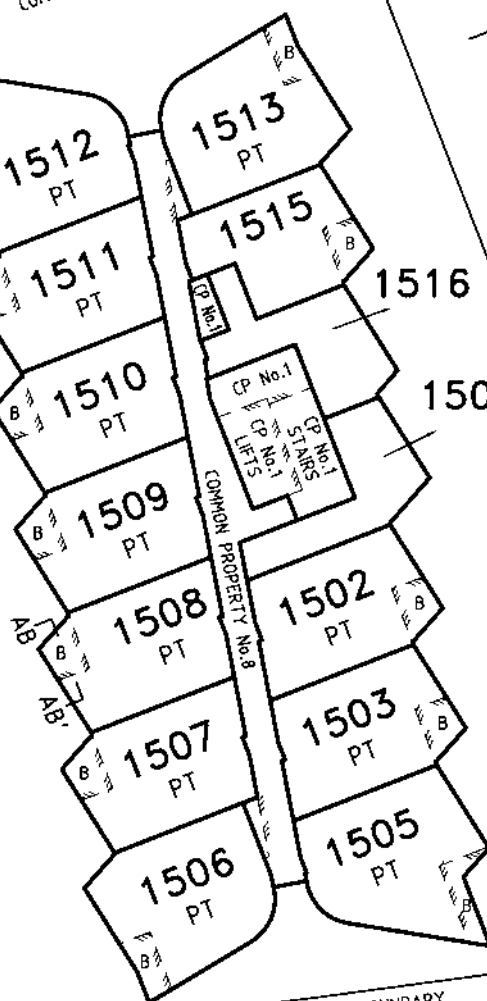
COMMON PROPERTY No.1

AA'

AA

WESTERN SITE BOUNDARY

COMMON PROPERTY No.1



SEE SHEET 24

COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY

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LEVEL 15
DIAGRAM 36

ORIGINAL

SCALE

SCALE

1:300

SHEET
SIZE
A3

3 0 6 12

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

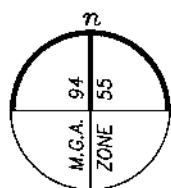
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DWG 2957500HS

Sheet 62

PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET

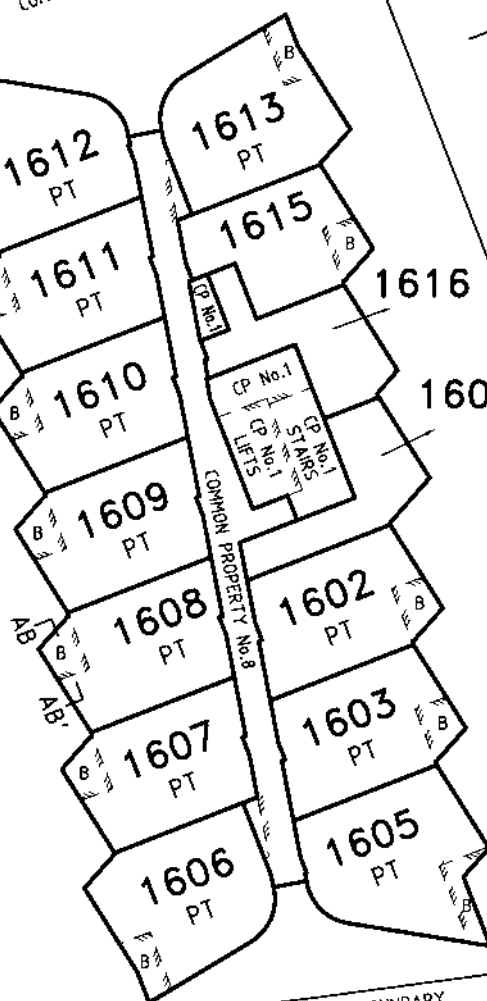
COMMON PROPERTY No.1

AA'

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WESTERN SITE BOUNDARY

COMMON PROPERTY No.1



SEE SHEET 24

COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY

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LEVEL 16
DIAGRAM 37

ORIGINAL

SCALE

SCALE
1:300

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

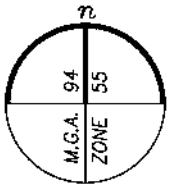
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Sheet 63

PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET

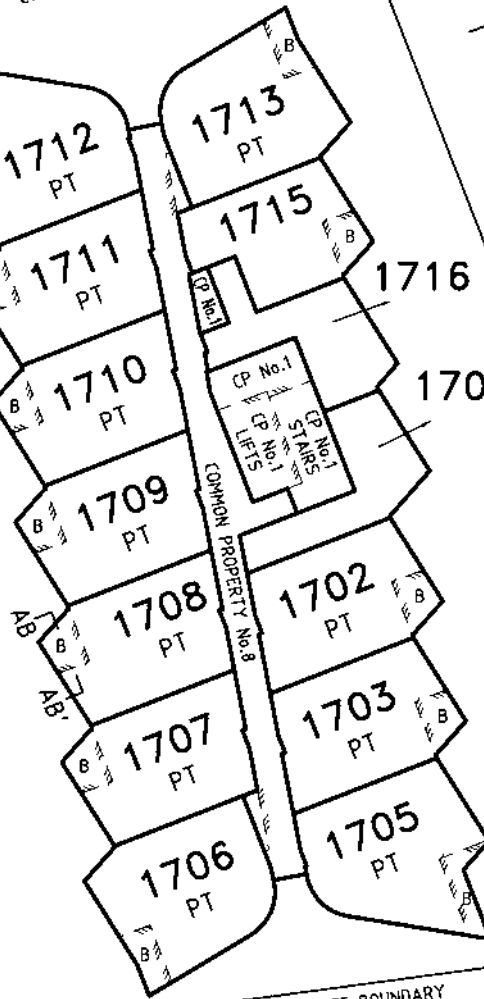
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AA'

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WESTERN SITE BOUNDARY

COMMON PROPERTY No.1



SEE SHEET 24

COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY

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LEVEL 17
DIAGRAM 38

ORIGINAL

SCALE

SCALE
1:300
SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

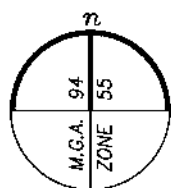
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DWG 2957500HS

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PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET

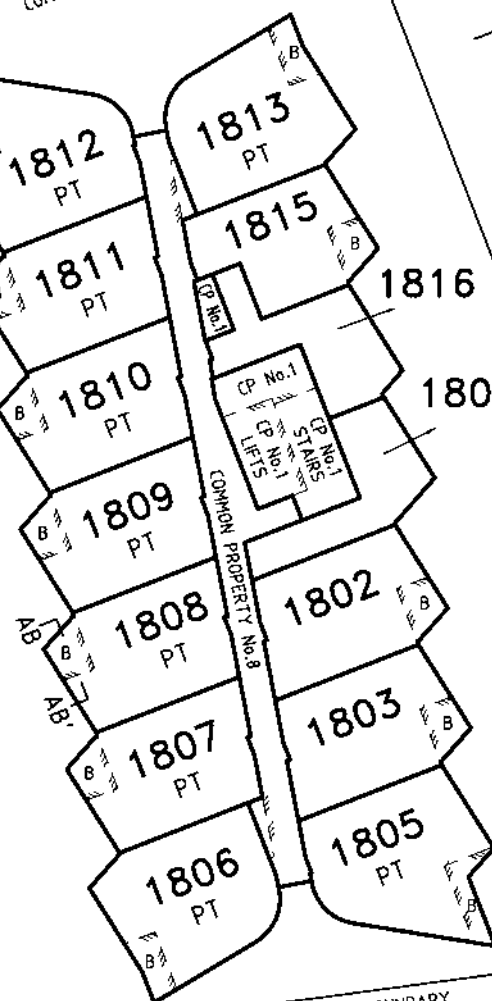
COMMON PROPERTY No.1

AA'

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WESTERN SITE BOUNDARY

COMMON PROPERTY No.1



SEE SHEET 25

COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY

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LEVEL 18
DIAGRAM 39

ORIGINAL

SCALE

SCALE
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SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

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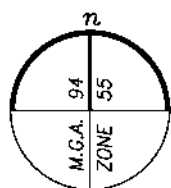
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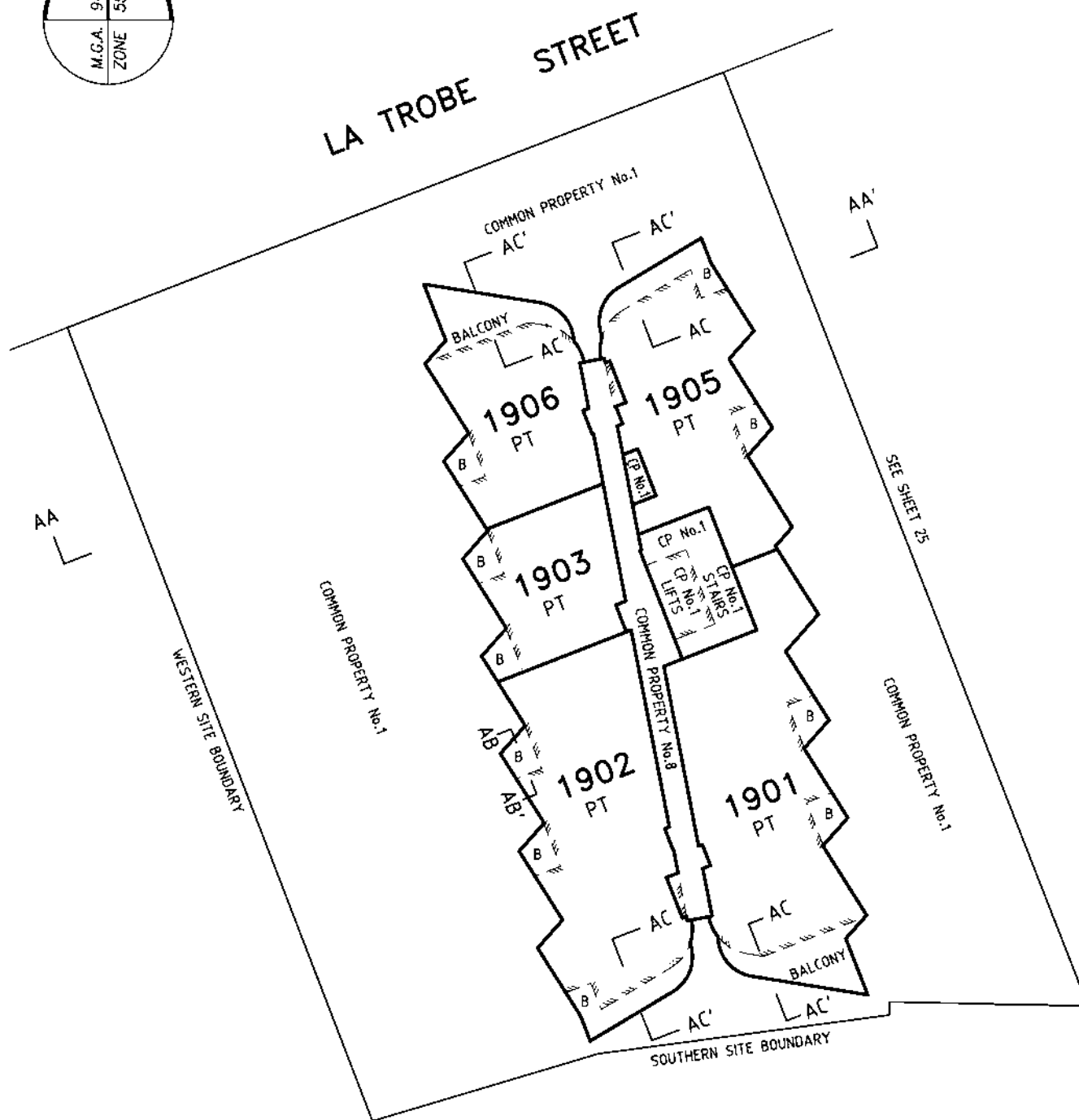
PLAN OF SUBDIVISION

Plan Number

PS 613436T



LA TROBE STREET



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LEVEL 19

DIAGRAM 40

ORIGINAL

SCALE

SCALE

1:300

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 29575003 02/02/16 VERSION S
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Sheet 66

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS613436T

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LAND IN THIS PLAN	-	APPURTENANT EASEMENT	PS531777V/S2	21/12/10	2	L.W.
LOT S2	LOTS 3E01 TO 3E16, 3E19 TO 3E34 3N3, 3N4, 3S1 TO 3S5, S4, S7 AND COMMON PROPERTY No.1	STAGE PLAN	PS613436T/S2	23/3/12	3	ARC
LOT S4	LOTS 4E01, 4E02, 4E04 TO 4E15, 5E01, 5E02, 5E04 TO 5E15, 6E01, 6E02, 6E04 TO 6E15, 7E01, 7E02, 7E04 TO 7E15, 8E01, 8E02, 8E04 TO 8E15, 9E01, 9E02, 9E04 TO 9E15, 10E1, 10E02, 10E04 TO 10E15, 11E01, 11E02, 11E04 TO 11E15, 12E01, 12E02, 12E04 TO 12E15, 13E01, 13E02, 13E04 TO 13E15, S8, S9, S12 & COMMON PROPERTY No.4	STAGE PLAN	PS613436T/S4	23/3/12	3	ARC
LOTS S7, S9 & S12	LOTS 4E03, 5E03, 6E03, 7E03, 8E03, 9E03, 10E03, 11E03, 12E03, 13E03, 14E01 TO 14E15 (BI), 15E01 TO 15E15 (BI), 16E01 TO 16E15 (BI), 17E01 TO 17E15 (BI), 18E01 TO 18E15 (BI), 19E01 TO 19E15 (BI), 20E01 TO 20E15 (BI), 21E01 TO 21E15 (BI), 3E17, 3E18, 3N1 & 3N2	STAGE PLAN	PS613436T/S7	5/06/12	4	SB
LOT S8	LOTS 1R, 2AR, 2BR, 3R, 4R, 5AR, 5BR, 6FR, 7AR, S13, S14, S16, S18, S19 & COMMON PROPERTY NO. 2	STAGE PLAN	PS613436T/S8	1/10/12	5	LW
LOT S13	LOTS 7BR & 7CR	STAGE PLAN	PS613436T/S13	11/12/12	6	GR
LOT S3	LOTS S20,1AR,2R,3AR,4AR, 5R,6R,7R,8R,9AR,9BR,10R, 601-603,605-613,615,701-703, 705-713,715-716,801-803, 805-813,815-816,901-903, 905-913,915-916,1001-1003, 1005-1013,1015-1016,1101-1103,1105-1113,1115-1116, 1201-1203,1205-1213,1215-1216,1301-1303,1305-1313, 1315-1316,1401-1403,1405-1413,1415-1416,1501-1503, 1505-1513,1515-1516,1601-1603,1605-1613,1615-1616, 1701-1703,1705-1713,1715-1716,1801-1803,1805-1813, 1815-1816,1901-1903,1905-1906	STAGE PLAN	PS613436T/S3	04/02/16	7	GV

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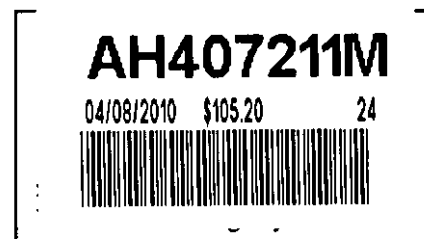
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Document Identification	AH407211M
Number of Pages (excluding this cover sheet)	10
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Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987



Form 18

Lodged by:

Name: Minter Ellison
Phone: (03) 8608 2000
Address: 525 Collins Street, Melbourne, Victoria, 3000
Ref: JAXH ANS 30-6523924
Customer Code: 0781Q

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

Land: *(insert Volume and Folio reference) (if part only, define the part)*

Volume 11211 Folio 006

Authority: *(name and address)*

VicUrban of 710 Collins Street, Docklands, Victoria, 3008

Section and Act under which agreement made:

Section 24(2) of the *Docklands Act 1991*

A copy of the Agreement is attached to this Application:

Signature for the Authority:

Name of Officer:

LEO HENNESSY
SENIOR LEGAL COUNSEL, VICURBAN

Date: 4 August 2010

AH407211M

04/08/2010 \$105.20 24



Registrable Environmental Agreement

Stage 1, North East Stadium Precinct,
Docklands

VicUrban (**VicUrban**)

675 LaTrobe Street Pty Ltd (**Owner**)

MinterEllison

L A W Y E E R S

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000
www.minterellison.com

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Registrable Environmental Agreement

Stage 1, North East Stadium Precinct, Docklands

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Information table

Date

Parties

Name	VicUrban
Short form name	VicUrban
Address	Level 12, 710 Collins Street, Docklands, Victoria, Australia, 3008 Facsimile (03) 8317 3666 Attention: Ms Pru Sanderson

Name	675 LaTrobe Street Pty Ltd ACN 125 323 051
ABN	37 125 323 051
Short form name	Owner
Address	Level 18/570 Bourke Street, Melbourne, Victoria 3004 Facsimile: 9654 2225 Attention: Mr. Simon Stockfeld

Background

- A The Owner is or is entitled to be registered as proprietor of the Land.
- B The Land has been (or is to be) remediated by the Owner.
- C A statement of certificate of environmental audit has been issued (or must be obtained by the Owner) for the Land.
- D This agreement is an agreement under section 24(2) of the *Docklands Act 1991*.
- E The parties intend that VicUrban may, in its discretion, register this agreement with the Registrar of Titles in accordance with section 181 of the Act so that the Owner's covenants referred to in this agreement run with the Land.

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Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

Act means the Planning and *Environment Act 1987* (Vic).

Development Agreement means the development agreement entered into by VicUrban and the Developer dated on or about March 2010.

Land means the land contained in certificate of title volume 11211 folio 006.

Owner includes any person who from time to time becomes registered or is entitled to be registered as the proprietor of the Land or any part of the Land.

Planning Scheme means the Melbourne Planning Scheme or any other planning scheme applicable to the Docklands Area from time to time.

State means the Crown in right of the State of Victoria.

VicUrban means VicUrban established by the *Victorian Urban Development Authority Act 2003* (Vic).

1.2 Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance, planning scheme, by-law or local law includes all statutes, regulations, proclamations, ordinances, planning schemes, by-laws or local laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes, by-laws and local laws issued under that statute;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (d) a covenant or agreement on the part of two or more persons will bind them jointly and individually;
- (e) headings are for ease of reference only and do not affect the meaning of this agreement;
- (f) other grammatical forms of defined words or expressions have corresponding meanings; and
- (g) a reference to VicUrban includes its successors and assigns (including its successors as responsible authority under the Act).

1.3 Trustee

If the Owner is the trustee of any trust, clause 40.2 to 40.9 (inclusive) of the Development Agreement apply in this agreement as if they were set out in full in this agreement (*mutatis mutandis*).

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2. Registered agreement

2.1 Purpose of this agreement

This agreement is made under section 24(2) of the *Docklands Act* 1991 with the intent that the burden of the Owner's covenants run with the Land.

2.2 VicUrban may register

VicUrban, in its discretion, may apply to the Registrar of Titles to have this agreement registered in accordance with section 181 of the Act.

2.3 Covenants run with Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land. These obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

3. Commencement

This agreement will come into force and effect from the date of this agreement.

4. Ending of agreement

This agreement will end on the date agreed in writing by the parties.

5. Owner's covenants

5.1 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this agreement.

5.2 Registration

The Owner agrees to do all things necessary to enable VicUrban, in its discretion, to register this agreement with the Registrar of Titles in accordance with section 181 of the Act.

5.3 Remediation

- (a) The Owner agrees that if, as part of any development on or of the Land, it is required or directed to undertake clean up or remediation measures including but not limited to removing, dispensing, destroying, disposing of, abating, neutralising or treating any pollutant, Contaminant, waste, substance or environmental hazard in relation to the Land, or any part of it:
 - (i) it will not make any claim or demand on the State in any of its capacities or VicUrban, its officers and agents in relation to any of the Owner's costs, expenses or losses incurred in taking the clean up or remediation measures; and
 - (ii) it will indemnify the State in all of its capacities and VicUrban its officers and agents against any claims or demands made by any person relating to the costs, expenses or losses of any such clean up or remediation measures.
- (b) **Clause 5.3(a)** does not apply to the extent that the presence of any pollutant, Contaminant, waste, substance or environmental hazard referred to in **clause 5.3(a)** was caused or contributed to by VicUrban after the date of this agreement.

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04/08/2010 \$105.20

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5.4 Warranty

The Owner warrants that:

- (a) it is (or is entitled to be) the registered proprietor of the Land and the beneficial owner of the Land;
- (b) other than as referred to in this agreement, or disclosed by the usual searches, or disclosed in writing to VicUrban prior to the execution of this agreement, no other person has any interest either legal or equitable in the Land; and
- (c) it has obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the Land.

5.5 Trust

If the Owner is registered proprietor of the Land as trustee of any trust, the Owner agrees that for the purpose of this agreement it would be deemed to include each beneficiary of the trust and the Owner binds the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this agreement by the terms of the trust deed and that it has any necessary authorities or consents for this purpose.

6. Responsible authority's covenant

As soon as reasonably practicable after the ending of this agreement, VicUrban will make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this agreement on the Register.

7. General

7.1 Proper law

This agreement is governed by and the parties submit to the jurisdiction of the Law of the State of Victoria.

7.2 General acknowledgment

The parties acknowledge that any obligation imposed upon VicUrban under this agreement does not fetter the future exercise of any statutory discretion by VicUrban and the provisions of this agreement must be read accordingly.

7.3 Further documents

The parties agree to do all things and prepare and sign all further documents necessary to give effect to this agreement.

7.4 Dispute resolution

The parties agree and acknowledge that section 149A of the Act applies to any dispute or difference in anything required under this agreement to be done to the satisfaction of VicUrban.

7.5 Notice

Any notice or document may be served on a party by:

- (a) being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this agreement (or any other address which is notified from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting; or
- (b) by sending it by facsimile provided that it must be confirmed immediately in writing by the sending party by hand delivery or prepaid post and is deemed served on the next

following Business Day unless the receiving party has requested retransmission before the end of that Business Day.

7.6 Reading down and severability

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

7.7 No waiver

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

8. Costs

The Owner agrees to pay the reasonable costs of VicUrban of and incidental to this agreement and its registration. If a dispute arises in relation to these costs, it may be referred to the costing service of the Law Institute of Victoria at the parties' cost. The parties agree to be bound by the costs as determined under this **clause 8**.

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04/08/2010 \$105.20 24



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04/08/2010 \$105.20 24



Signing page

~~EXECUTED~~ as a deed

The official seal of VicUrban is affixed in accordance with the *Victorian Urban Development Authority Act 2003* in the presence of:

Signature of Chief Executive Officer

Signature of Secretary

Name of Chief Executive Officer (print)

Name of Secretary (print)

Executed by **675 LaTrobe Street Pty Ltd** in accordance with Section 127 of the *Corporations Act 2007* in the presence of:

Signature of director

DAVID JOHN SOUTHON

Name of director (print)

Signature of director/~~company secretary~~
(Please delete as applicable)

MARK DANIEL JACOBS

Name of director/~~company secretary~~ (print)

(For VicUrban execution see next page)

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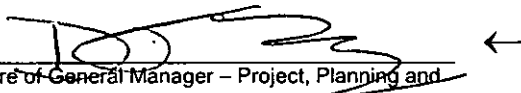
04/08/2010 \$105.20 24



Signing page

EXECUTED as an agreement

Executed for and on behalf of VicUrban:


Signature of General Manager – Project, Planning and Innovation

DAVID YOUNG
Name of General Manager – Project, Planning and Innovation

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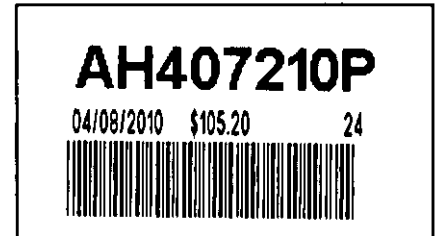
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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



Form 18

Lodged by:

Name: Minter Ellison
Phone: (03) 8608 2000
Address: 525 Collins Street, Melbourne, Victoria, 3000
Ref: JAXH ANS 30-6523924
Customer Code: 0781Q

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

Land: *(insert Volume and Folio reference) (if part only, define the part)*

Volume 11211 Folio 006

Authority: *(name and address)*

VicUrban of 710 Collins Street, Docklands, Victoria, 3008

Section and Act under which agreement made:

Section 24(2) of the *Docklands Act 1991*

A copy of the Agreement is attached to this Application:

Signature for the Authority:

A handwritten signature in black ink, appearing to read 'Leo Hennessy', written over a dotted line.

Name of Officer:

LEO HENNESSY

SENIOR LEGAL COUNSEL.

Date: 26 July 2010.

AH407210P

04/08/2010 \$105.20 24



Registrable General Agreement

Stage 1, North East Stadium Precinct,
Docklands

VicUrban (**VicUrban**)

675 LaTrobe Street Pty Ltd (**Owner**)

MinterEllison

L A W Y E E R S

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000
www.minterellison.com

AH407210P

04/08/2010 \$105.20 24



Registrable General Agreement

North East Stadium Precinct, Docklands

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Information table

Date

Parties

Name	VicUrban
Short form name	VicUrban
Address	Level 12, 710 Collins Street, Docklands, Victoria, Australia, 3008 Facsimile (03) 8317 3666 Attention: Ms Pru Sanderson

Name	675 LaTrobe Street Pty Ltd ACN 125 323 051
ABN	37 125 323 051
Short form name	Owner
Address	Level 18/570 Bourke Street, Melbourne, Victoria 3004 Facsimile: 9654 2225 Attention: Mr. Simon Stockfeld

Background

A The Owner is or is entitled to be registered as proprietor of the Land.

AH407210P

04/08/2010 \$105 20 24



Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this agreement:

Act means the Planning and Environment Act 1987 (Vic).

Development Agreement means the development agreement entered into by VicUrban and the Developer dated on or about March 2010.

Land means the land contained in certificate of title volume 11211 folio 006.

Owner includes any person who from time to time becomes registered or is entitled to be registered as the proprietor of the Land or any part of the Land.

Planning Scheme means the Melbourne Planning Scheme or any other planning scheme applicable to the Docklands Area from time to time.

Project Documents has the same meaning as in the Development Agreement.

State means the Crown in right of the State of Victoria.

VicUrban means VicUrban established by the *Victorian Urban Development Authority Act 2003* (Vic).

1.2 Interpretation .

In this agreement unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance, planning scheme, by-law or local law includes all statutes, regulations, proclamations, ordinances, planning schemes, by-laws or local laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes, by-laws and local laws issued under that statute;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (d) a covenant or agreement on the part of two or more persons will bind them jointly and individually;
- (e) headings are for ease of reference only and do not affect the meaning of this agreement;
- (f) other grammatical forms of defined words or expressions have corresponding meanings; and
- (g) a reference to VicUrban includes its successors and assigns (including its successors as responsible authority under the Act).

1.3 Trustee

If the Owner is a trustee of any trust, clause 40.2 to 40.9 (inclusive) of the Development Agreement apply in this agreement as if they were set out in full in this agreement (*mutatis mutandis*).

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2. Registered agreement

2.1 Purpose of this agreement

This agreement is made under section 24(2) of the *Docklands Act 1991* with the intent that the burden of the Owner's covenants run with the Land.

2.2 VicUrban may register

VicUrban, in its discretion, may apply to the Registrar of Titles to have this agreement registered in accordance with section 181 of the Act.

2.3 Covenants Run with Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this agreement takes effect as a covenant which is annexed to the Land and runs at Law and in equity with the Land. These obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

3. Commencement

This agreement will come into force and effect from the date of this agreement.

4. Ending of agreement

This agreement will end as set out in the Development Agreement, or earlier by agreement in writing between the parties.

5. Owner's covenants

5.1 Owner covenants

The Owner will:

- (a) comply or procure compliance with the Developer's obligations under the Project Documents; and
- (b) not sell, transfer, dispose of, assign or otherwise part with ownership of all or part of that Land unless and until the transferee has entered into an agreement with VicUrban on substantially the same terms and conditions as the terms and conditions contained in the Development Agreement amended to the extent necessary to make them applicable to the interest transferred by the Owner and any other arrangement necessary to give effect to the intent of the parties under the Development Agreement or otherwise as agreed by the parties.

5.2 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this agreement.

5.3 Registration

The Owner agrees to do all things necessary to enable VicUrban, in its discretion, to register this agreement with the Registrar of Titles in accordance with section 181 of the Act.

5.4 Warranty

The Owner warrants that:

- (a) it is (or is entitled to be) the registered proprietor of the Land and the beneficial owner of the Land;
- (b) other than as referred to in this agreement, or disclosed by the usual searches, or disclosed in writing to VicUrban prior to the execution of this agreement, no other person has any interest either legal or equitable in the Land; and
- (c) it has obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the Land.

5.5 Trust

If the Owner is registered proprietor of the Land as trustee of any trust, the Owner agrees that for the purpose of this agreement it would be deemed to include each beneficiary of the trust and the Owner binds the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this agreement by the terms of the trust deed and that it has any necessary authorities or consents for this purpose.

6. Responsible Authority's covenant

As soon as reasonably practicable after the ending of this agreement VicUrban will make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this agreement on the Register.

7. General

7.1 Proper law

This agreement is governed by and the parties submit to the jurisdiction of the Law of the State of Victoria.

7.2 General acknowledgment

The parties acknowledge that any obligation imposed upon VicUrban under this agreement does not fetter the future exercise of any statutory discretion by VicUrban and the provisions of this agreement must be read accordingly.

7.3 Further documents

The parties agree to do all things and prepare and sign all further documents necessary to give effect to this agreement.

7.4 Dispute resolution

The parties agree and acknowledge that section 149A of the Act applies to any dispute or difference in anything required under this agreement to be done to the satisfaction of VicUrban.

7.5 Notice

Any notice or document may be served on a party by:

- (a) being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this agreement (or any other address which is notified from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting; or
- (b) by sending it by facsimile provided that it must be confirmed immediately in writing by the sending party by hand delivery or prepaid post and is deemed served on the next following Business Day unless the receiving party has requested retransmission before the end of that Business Day.



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7.6 Reading down and severability

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

7.7 No waiver

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

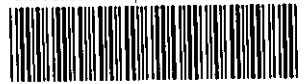
8. Costs

The Owner agrees to pay the reasonable costs of VicUrban of and incidental to this agreement and its registration. If a dispute arises in relation to these costs, it may be referred to the costing service of the Law Institute of Victoria at the parties' cost. The parties agree to be bound by the costs as determined under this **clause 8**.

AH407210P

04/08/2010 \$105.20

24



Signing page

~~EXECUTED as a deed~~

The official seal of VicUrban is affixed in accordance with the *Victorian Urban Development Authority Act 2003* in the presence of:

Signature of Chief Executive Officer

Signature of Secretary

Name of Chief Executive Officer (print)

Name of Secretary (print)

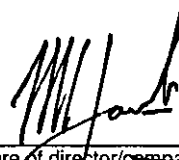
Executed by **675 LaTrobe Street Pty Ltd** in accordance with Section 127 of the *Corporations Act 2007* in the presence of



Signature of director

DAVID JOHN SOUTHON

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

MARK DANIEL JACOBS

Name of director/company secretary (print)

(For VicUrban execution see next page).

AH407210P

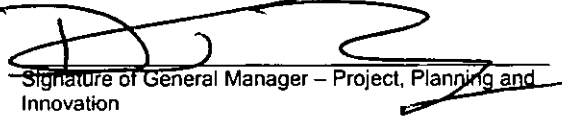
04/08/2010 \$105.20 24



Signing page

EXECUTED as an agreement

Executed for and on behalf of VicUrban:

 ←
Signature of General Manager – Project, Planning and
Innovation

DAVID YOUNG
Name of General Manager – Project, Planning and
Innovation

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Document Identification	AH423257U
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Application by a responsible authority for the
making of a recording of an agreement

Section 181 **Planning and Environment Act 1987**

Form 18



Lodged by:

Name: Minter Ellison
Phone: (03) 8608 2000
Address: 525 Collins Street, Melbourne, Victoria, 3000
Ref: JAXH ANS 30-6523924
Customer Code: 0781Q

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

Land: *(insert Volume and Folio reference) (if part only, define the part)*

Volume 11211 Folio 006

Authority: *(name and address)*

VicUrban of 710 Collins Street, Docklands, Victoria, 3008

Section and Act under which agreement made:

Section 24(2) of the *Docklands Act 1991*

A copy of the Agreement is attached to this Application:

Signature for the Authority:

A handwritten signature in black ink, appearing to read 'Leo Hennessy', written over a dotted line.

Name of Officer:

LEO HENNESSY
SENIOR LEGAL COUNSEL
VICURBAN

Date: 11/8/10

AH423257U

11/08/2010 \$105.20 24



10 August 2010

Outside Broadcasting Registrable Agreement

Stage 1, North East Stadium Precinct,
Docklands

VicUrban (**VicUrban**)

675 Latrobe Street Pty Ltd (**Owner**)

MinterEllison

L A W Y E R S

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000
www.minterellison.com

Outside Broadcasting Registrable Agreement Stage 1, North East Stadium Precinct, Docklands

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11/06/2010 \$105.20 24



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11/08/2010 \$105.20 24



Information table

Date

11 AUGUST 2010

Parties

Name **VicUrban**
Short form name **VicUrban**
Address 710 Collins Street, Docklands, Victoria, Australia, 3008
Facsimile (03) 8317 3666
Attention: Ms Pru Sanderson

Name **675 LaTrobe Street Pty Ltd ACN 125 323 051**
ABN 37 125 323 051
Short form name **Owner**
Address Level 18, 570 Bourke Street, Melbourne, Victoria 3004
Facsimile: 9654 2225
Attention: Mr Simon Stockfeld

Background

- A The Owner is or is entitled to be registered as proprietor of the Land.
- B The Owner is a party to the Development Agreement, under which it has agreed to enter into this agreement.

AH423257U

11/08/2010 \$105.20

24



Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this agreement:

Act means the *Planning and Environment Act 1987* (Vic).

Affected Land has the meaning given to it in the Development Agreement.

Development Agreement means the development agreement entered into by VicUrban and the Developer dated 9 April 2010.

Land means the land contained in certificate of title volume 11211 folio 006.

Outside Broadcasting Access has the meaning given to it in the Development Agreement.

Owner includes any person who from time to time becomes registered or is entitled to be registered as the proprietor of the Land or any part of the Land.

Planning Scheme means the Melbourne Planning Scheme or any other planning scheme applicable to the Docklands Area from time to time.

Project Documents has the same meaning as in the Development Agreement.

State means the Crown in right of the State of Victoria.

VicUrban means VicUrban established by the *Victorian Urban Development Authority Act 2003* (Vic).

1.2 Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance, planning scheme, by-law or local law includes all statutes, regulations, proclamations, ordinances, planning schemes, by-laws or local laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes, by-laws and local laws issued under that statute;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (d) a covenant or agreement on the part of two or more persons will bind them jointly and individually;
- (e) headings are for ease of reference only and do not affect the meaning of this agreement;
- (f) other grammatical forms of defined words or expressions have corresponding meanings; and
- (g) a reference to VicUrban includes its successors and assigns (including its successors as responsible authority under the Act).

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11/08/2010 \$105.20 24



1.3 Trustee

If the Owner is a trustee of any trust, clause 40.2 to 40.9 (inclusive) of the Development Agreement apply in this agreement as if they were set out in full in this agreement (mutatis mutandis).

2. Registered agreement

2.1 Purpose of this agreement

This agreement is made under section 24(2) of the *Docklands Act 1991* with the intent that the burden of the Owner's covenants run with the Land.

2.2 VicUrban may register

VicUrban, in its discretion, may apply to the Registrar of Titles to have this agreement registered in accordance with section 181 of the Act.

2.3 Covenants Run with Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this agreement takes effect as a covenant which is annexed to the Land and runs at Law and in equity with the Land. These obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

3. Commencement

This agreement will come into force and effect from the date of this agreement.

4. Ending of agreement

This agreement will end on the date agreed in writing between the parties.

5. Owner's covenants

5.1 Outside Broadcasting

The Owner must at all times provide all necessary access to the Affected Land to enable the Outside Broadcasting Access.

5.2 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this agreement.

5.3 Registration

The Owner agrees to do all things necessary to enable VicUrban, in its discretion, to register this agreement with the Registrar of Titles in accordance with section 181 of the Act.

5.4 Warranty

The Owner warrants that:

- (a) it is (or is entitled to be) the registered proprietor of the Land and the beneficial owner of the Land;
- (b) other than as referred to in this agreement, or disclosed by the usual searches, or disclosed in writing to VicUrban prior to the execution of this agreement, no other person has any interest either legal or equitable in the Land; and

- (c) it has obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the Land.

5.5 Trust

If the Owner is registered proprietor of the Land as trustee of any trust, the Owner agrees that for the purpose of this agreement it would be deemed to include each beneficiary of the trust and the Owner binds the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this agreement by the terms of the trust deed and that it has any necessary authorities or consents for this purpose.

6. Responsible Authority's covenant

As soon as reasonably practicable after the ending of this agreement VicUrban will make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this agreement on the Register.

7. General

7.1 Proper law

This agreement is governed by and the parties submit to the jurisdiction of the Law of the State of Victoria.

7.2 General acknowledgment

The parties acknowledge that any obligation imposed upon VicUrban under this agreement does not fetter the future exercise of any statutory discretion by VicUrban and the provisions of this agreement must be read accordingly.

7.3 Further documents

The parties agree to do all things and prepare and sign all further documents necessary to give effect to this agreement.

7.4 Dispute resolution

The parties agree and acknowledge that section 149A of the Act applies to any dispute or difference in anything required under this agreement to be done to the satisfaction of VicUrban.

7.5 Notice

Any notice or document may be served on a party by:

- (a) being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this agreement (or any other address which is notified from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting; or
- (b) by sending it by facsimile provided that it must be confirmed immediately in writing by the sending party by hand delivery or prepaid post and is deemed served on the next following Business Day unless the receiving party has requested retransmission before the end of that Business Day.

7.6 Reading down and severability

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

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7.7 No waiver

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

AH423257U

11/08/2010 \$105.20 24



Signing page

EXECUTED as a deed

The official seal of VicUrban is affixed in accordance with the *Victorian Urban Development Authority Act 2003* in the presence of:



Signature of Chief Executive Officer/Chief Operating Officer/General Manager

Samuel Sangster
Chief Operating Officer

Name of Chief Executive Officer/Chief Operating Officer/General Manager (print)

Signature of Secretary/Chief Operating Officer/General Manager

Name of Secretary/Chief Operating Officer/General Manager (print)

DEVELOPMENT DIRECTOR

Executed by 675 LaTrobe Street Pty Ltd in accordance with Section 127 of the *Corporations Act 2007* in the presence of

Signature of director:

MARK DANIEL JACOBS

Name of director (print)

Signature of director/company secretary (Please date as applicable)

Michael Andrew Winnem

Name of director/company secretary (print)

AH423257U

11/08/2010 \$105.20

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Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS613436T

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i çí-PbNP	NOT	NOT
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OWNERS CORPORATION 1
PLAN NO. PS613436T

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i ċí-Ĥb NT	NQP	NQP
i ċí-Ĥb NU	NQP	NQP
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i ċí-Ĥb OM	NQP	NQP
i ċí-Ĥb ON	NQS	NQS
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i ċí-Ĥb OQ	NQU	NQU
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i ċí-Ĥb OS	OMD	OMD
i ċí-Ĥb OT	NPN	NPN
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i ċí-Ĥb OV	VS	VS
i ċí-Ĥb PM	NMP	NMP
i ċí-Ĥb PN	NNQ	NNQ
i ċí-Ĥb PO	NRM	NRM
i ċí-Ĥb PP	NTQ	NTQ
i ċí-Ĥb PQ	NTP	NTP
i ċí-Ĥk N	NRR	NRR
i ċí-Ĥk O	NSO	NSO
i ċí-Ĥk P	NTO	NTO
i ċí-Ĥk Q	NTO	NTO
i ċí-Ĥo	NPQ	NPQ
i ċí-Ĥp N	ONV	ONV
i ċí-Ĥp O	OMQ	OMQ
i ċí-Ĥp P	NUR	NUR
i ċí-Ĥp Q	NTV	NTV



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OWNERS CORPORATION 1
PLAN NO. PS613436T

baiaaEa Eai=aÇi a-ÄääóW

kl qb= =çäç=ó ÉíÉáAÉè=Éçää=éçí aÇÇä=maä á ä ò ÉéçäK

i ~aÇm-äEä	baiaaEa Eai	i a-Äääó
i çí=PpR	NUP	NUP
i çí=Q^o	NSS	NSS
i çí=QbMN	NRQ	NRQ
i çí=QbMD	NUQ	NUQ
i çí=QbMP	NVT	NVT
i çí=QbMQ	OSO	OSO
i çí=QbMR	NUM	NUM
i çí=QbMS	NUM	NUM
i çí=QbMT	NUM	NUM
i çí=QbMU	NUM	NUM
i çí=QbMV	NTV	NTV
i çí=QbNM	NTV	NTV
i çí=QbNN	OMQ	OMQ
i çí=QbNO	OSR	OSR
i çí=QbNP	NRR	NRR
i çí=QbNQ	NUR	NUR
i çí=QbNR	NUQ	NUQ
i çí=Qb	NNO	NNO
i çí=R^o	OVR	OVR
i çí=R_o	ONM	ONM
i çí=RbMN	NRQ	NRQ
i çí=RbMD	NUQ	NUQ
i çí=RbMP	NVT	NVT
i çí=RbMQ	OSO	OSO
i çí=RbMR	NUM	NUM
i çí=RbMS	NUM	NUM
i çí=RbMT	NUM	NUM
i çí=RbMU	NUM	NUM
i çí=RbMV	NTV	NTV





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báiǎĚǎ Éái⇒ǎÇ† áÄǎǎóW

kl qb= ɾçǣ̃ ɾ ÉŋĕāĀĕ̃=ĕ̃ ɾǎǎ=ĕ̃ĭ āǾĈ=ǎĕĕā ā ā ɾ ÉĕĕĕK

pÉÁi é+ÉÁiçãÁo ÉÖiÉs Áiçã+ÉbosF
bã~ãwQ ÁÉiçãei ãÉj éÉÁiçã+KãKì
^ k+USOT+US+VS



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OWNERS CORPORATION 1
PLAN NO. PS613436T

báiráÉa Éái=aÇi a-ÄääóW

kl qb= ñçäö ÉíÉaAÉë=Éçääéçí aÇiä=ñÉä á ä ñ ÉéçäK

i ~äÇm-äÉä	báiráÉa Éái	i a-Äääó
i çí=ÉbMP	NMU	NMU
i çí=ÉbMQ	OSP	OSP
i çí=ÉbMR	NUN	NUN
i çí=ÉbMS	NWV	NWV
i çí=ÉbMT	NWV	NWV
i çí=ÉbMU	NWV	NWV
i çí=ÉbMW	NMU	NMU
i çí=ÉbNM	NMU	NMU
i çí=ÉbNN	QMR	QMR
i çí=ÉbNO	OSS	OSS
i çí=ÉbNP	NRS	NRS
i çí=ÉbNQ	QMQ	QMQ
i çí=ÉbNR	NUR	NUR
i çí=Éo	OSN	OSN
i çí=ÉbMN	NRR	NRR
i çí=ÉbMO	NUR	NUR
i çí=ÉbMP	NMU	NMU
i çí=ÉbMQ	OSP	OSP
i çí=ÉbMR	NWV	NWV
i çí=ÉbMS	NWV	NWV
i çí=ÉbMT	NWV	NWV
i çí=ÉbMU	NWV	NWV
i çí=ÉbMW	NMU	NMU
i çí=ÉbNM	NMU	NMU
i çí=ÉbNN	QMR	QMR
i çí=ÉbNO	OSS	OSS
i çí=ÉbNP	NRS	NRS
i çí=ÉbNQ	QMQ	QMQ
i çí=ÉbNR	QMP	QMP



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PLAN NO. PS613436T

báíáÉä Éái=áÇí á-ÄääóW

kl qb= ñçäö ÉíÉäÄÉö=Éçääéçí äÇä=ñÉä á ä ñ ÉéçäK

i ~äÇm-äÉä	báíáÉä Éái	i á-Äääó
i çí=Üb	NTU	NTU
i çí=^ o	NOV	NOV
i çí=V_ o	NQS	NQS
i çí=Vb MN	NRR	NRR
i çí=Vb MD	OMP	OMP
i çí=Vb MP	NVU	NVU
i çí=Vb MQ	OSP	OSP
i çí=Vb MR	NUN	NUN
i çí=Vb MS	NUN	NUN
i çí=Vb MT	NUN	NUN
i çí=Vb MU	NVW	NVW
i çí=Vb MW	NVU	NVU
i çí=Vb NM	NVU	NVU
i çí=Vb NN	OMR	OMR
i çí=Vb NO	OSS	OSS
i çí=Vb NP	NRS	NRS
i çí=Vb NQ	OMQ	OMQ
i çí=Vb NR	NUR	NUR
i çí=NB MN	NRR	NRR
i çí=NB MD	NUR	NUR
i çí=NB MP	NVU	NVU
i çí=NB MQ	OSP	OSP
i çí=NB MR	NVW	NVW
i çí=NB MS	NVW	NVW
i çí=NB MT	NUN	NUN
i çí=NB MU	NVW	NVW
i çí=NB MW	NVU	NVU
i çí=NB NM	NVU	NVU
i çí=NB NN	OMR	OMR



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báíáÉä Éái=áÇí á-ÄääóW

kl qb= ñçäö ÉíÉäÄÉö=Éçääéçí äÇä=ñÉä á ä ñ ÉéçäK

i ~äÇm-äÉä	báíáÉä Éái	i á-Äääó
i çí=NB NO	OSS	OSS
i çí=NB NP	NRS	NRS
i çí=NB NQ	OMQ	OMQ
i çí=NB NR	OMP	OMP
i çí=NB	PRM	PRM
i çí=NB MN	NRR	NRR
i çí=NB MD	OMP	OMP
i çí=NB MP	NUM	NUM
i çí=NB MQ	OSP	OSP
i çí=NB MR	NUN	NUN
i çí=NB MS	NV	NV
i çí=NB MI	NV	NV
i çí=NB MU	NV	NV
i çí=NB MW	NV	NV
i çí=NB NM	NV	NV
i çí=NB NN	OMR	OMR
i çí=NB NO	OSS	OSS
i çí=NB NP	NRS	NRS
i çí=NB NQ	OMQ	OMQ
i çí=NB NR	NUR	NUR
i çí=NB MN	NRR	NRR
i çí=NB MD	OMP	OMP
i çí=NB MP	NUM	NUM
i çí=NB MQ	OSP	OSP
i çí=NB MR	NV	NV
i çí=NB MS	NV	NV
i çí=NB MI	NV	NV
i çí=NB MU	NV	NV
i çí=NB MW	NV	NV



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báiǎĖǎ Éái⇒ǎÇ† áÄǎǎóW

kl qb= ɾçǣ̃ ɾ ÉñĒāĀĒ̃ ɾ ɾ̃çāā̃ ɾ ēçî āçĒç̃ ɾ māĒā ā ā̃ ɾ ÉēçĒK

pÉÁi é+ÉÁiçãÁo ÉÖiÉs Áiçã+ÉbosF
bã~ãwQ ÁÉiçãei æej éÉÁiçã+KçãKì
^ k+US-SOT+US-PVS



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báiráÉa Éái=áÇí á-ÄääóW

kl qb= ñçäþ-ó ÉíÉáAÉë=Éçääëéçí aÇíä=ñÉá á ä ñ ÉéçäK

i ~áÇm-áÉá	báiráÉa Éái	i á-Äääó
i çí=Ñb MW	NUM	NUM
i çí=Ñb NM	NMU	NMU
i çí=Ñb NN	CMR	CMR
i çí=Ñb NO	OSS	OSS
i çí=Ñb NP	NRS	NRS
i çí=Ñb NQ	CMQ	CMQ
i çí=Ñb NR	OMP	OMP
i çí=ÑRb MN	NRR	NRR
i çí=ÑRb MO	NUR	NUR
i çí=ÑRb MP	NMU	NMU
i çí=ÑRb MQ	OSP	OSP
i çí=ÑRb MR	NWV	NWV
i çí=ÑRb MS	NWV	NWV
i çí=ÑRb MT	NUN	NUN
i çí=ÑRb MU	NWV	NWV
i çí=ÑRb MW	NMU	NMU
i çí=ÑRb NM	NMU	NMU
i çí=ÑRb NN	CMR	CMR
i çí=ÑRb NO	OSS	OSS
i çí=ÑRb NP	NRS	NRS
i çí=ÑRb NQ	NUS	NUS
i çí=ÑRb NR	NUR	NUR
i çí=ÑSb MN	NRR	NRR
i çí=ÑSb MO	OMP	OMP
i çí=ÑSb MP	NMU	NMU
i çí=ÑSb MQ	OSP	OSP
i çí=ÑSb MR	NUN	NUN
i çí=ÑSb MS	NUN	NUN
i çí=ÑSb MT	NUN	NUN



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báíáÉä Éái=áÇí á-ÄääóW

kl qb=ççäçç ÉíÉäÄÉè=Éçääéçí äÇÇä=ñÉä á ä ò ÉéçäK

i ~äÇm-äÉä	báíáÉä Éái	i á-Äääó
i çí=NSb MU	NUN	NUN
i çí=NSb MW	NUM	NUM
i çí=NSb NM	NUM	NUM
i çí=NSb NN	QMR	QMR
i çí=NSb NO	OSS	OSS
i çí=NSb NP	NRS	NRS
i çí=NSb NQ	NUS	NUS
i çí=NSb NR	NUR	NUR
i çí=NTb MN	NRR	NRR
i çí=NTb MO	NUR	NUR
i çí=NTb MP	NUM	NUM
i çí=NTb MQ	QQR	QQR
i çí=NTb MR	NV	NV
i çí=NTb MS	NV	NV
i çí=NTb MT	NV	NV
i çí=NTb MU	NV	NV
i çí=NTb MW	NU	NU
i çí=NTb NM	NU	NU
i çí=NTb NN	QMR	QMR
i çí=NTb NO	OSS	OSS
i çí=NTb NP	NRS	NRS
i çí=NTb NQ	QMQ	QMQ
i çí=NTb NR	NUR	NUR
i çí=Nub MN	NRR	NRR
i çí=Nub MO	QMP	QMP
i çí=Nub MP	NU	NU
i çí=Nub MQ	QQR	QQR
i çí=Nub MR	NV	NV
i çí=Nub MS	NUN	NUN



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báíáÉä Éái=áÇí á-ÄääóW

kl qb= ñçäö ÉíÉäÄÉö=ÉçääééíäÇä=ñÉä á ä ñ ÉéçäK

i ~äÇm-äÉä	báíáÉä Éái	i á-Äääó
i çí=NubM	NV	NV
i çí=NubMU	NV	NV
i çí=NubMW	NUM	NUM
i çí=NubNM	NVU	NVU
i çí=NubNN	QMR	QMR
i çí=NubNO	OSS	OSS
i çí=NubNP	NRS	NRS
i çí=NubNQ	NUS	NUS
i çí=NubNR	NUR	NUR
i çí=NvbMN	NRR	NRR
i çí=NvbMO	NUR	NUR
i çí=NvbMP	NVU	NVU
i çí=NvbMQ	OSP	OSP
i çí=NvbMR	NUN	NUN
i çí=NvbMS	NUN	NUN
i çí=NvbM	NUN	NUN
i çí=NvbMU	NUN	NUN
i çí=NvbMW	NVU	NVU
i çí=NvbNM	NUM	NUM
i çí=NvbNN	QMR	QMR
i çí=NvbNO	OSS	OSS
i çí=NvbNP	NRS	NRS
i çí=NvbNQ	NUS	NUS
i çí=NvbNR	NUR	NUR
i çí=QvbMN	NRR	NRR
i çí=QvbMO	OMP	OMP
i çí=QvbMP	NUM	NUM
i çí=QvbMQ	OSP	OSP
i çí=QvbMR	NV	NV



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kl qb= ɾçǣ̃ ɾ ÉñĒāĀĒ̃ ɾ ɾ̃çāā̃ ɾ ēçî āçĒç̃ ɾ māĒā ā ā̃ ɾ ÉēçĒK

pÉÁi é+ÉÁiçãÁo ÉÖiÉs Áiçã+ÉbosF
bã~ãwQ ÁÉiçãei ãÉj éÉÁiçã+KãKì
^ k+US-SOT+US-PVS



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PLAN NO. PS613436T

baíáÉa Éái=áÇí á-ÄääóW

kl qb= ñçäö ÉíÉáÄÉö=ÉçääééíäÇíä=ñÉá á ä ñ ÉéçäK

i ~äÇí=áÉá	baíáÉa Éái	i á-Äääó
i Çí=SMI	NTO	NTO
i Çí=SMJ	NTO	NTO
i Çí=SMV	OMU	OMU
i Çí=SNM	OMU	OMU
i Çí=SNN	NTO	NTO
i Çí=SNO	OMM	OMM
i Çí=SNP	OPP	OPP
i Çí=SNR	OPO	OPO
i Çí=TMN	NNU	NNU
i Çí=TMO	NSQ	NSQ
i Çí=TMP	NSQ	NSQ
i Çí=TMR	NVS	NVS
i Çí=TMS	OMM	OMM
i Çí=TMV	NTQ	NTQ
i Çí=TMJ	NTQ	NTQ
i Çí=TMV	QNN	QNN
i Çí=TMN	QNN	QNN
i Çí=TMN	NTQ	NTQ
i Çí=TNO	OMN	OMN
i Çí=TNP	OPS	OPS
i Çí=TNR	NPN	NPN
i Çí=TNB	NRN	NRN
i Çí=UMN	NQR	NQR
i Çí=UMD	NSR	NSR
i Çí=UMP	NSR	NSR
i Çí=UMR	NVU	NVU
i Çí=UMS	OMN	OMN
i Çí=UMV	NTR	NTR
i Çí=UMJ	NTR	NTR



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kl qb= ɾçǣ̃ ɾ ÉñĕāĀĕ̃=ĕ̃ ɾǎǎ=ĕ̃ĭ āǾĈ=ǎĕĕā ā ā ɾ ÉĕĕĕK

i ~àÇm-âÉa	báíáÉa Éaí	i á-Äääó
i çí÷UNV	QNO	QNO
i çí÷UNM	NTR	NTR
i çí÷UNN	NTR	NTR
i çí÷UNO	QMP	QMP
i çí÷UNP	OPT	OPT
i çí÷UNR	NPP	NPP
i çí÷UNS	NRO	NRO
i çí÷VMN	NCN	NCN
i çí÷VMD	NST	NST
i çí÷VMP	NST	NST
i çí÷VMR	NWV	NWV
i çí÷VMS	QMD	QMD
i çí÷VMÍ	NTS	NTS
i çí÷VMJ	QNP	QNP
i çí÷VMV	QNP	QNP
i çí÷VMN	QNP	QNP
i çí÷VNN	NTS	NTS
i çí÷VNO	QMQ	QMQ
i çí÷VNP	QQM	QQM
i çí÷VNR	NPQ	NPQ
i çí÷VNS	NRR	NRR
i çí÷VMN	NQP	NQP
i çí÷NMD	NSU	NSU
i çí÷NMP	NSU	NSU
i çí÷NMR	QMN	QMN
i çí÷NMS	QMQ	QMQ
i çí÷NMÍ	NTU	NTU
i çí÷NMJ	NTU	NTU
i çí÷NMV	QNR	QNR



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baíáÉa Éái=áÇí á-ÄääóW

kl qb= ñçäö ÉíÉáÄÉö=Éçääéçí äÇä=ñÉá á ä ñ ÉéçäK

i ~äÇm-äÉä	baíáÉa Éái	i á-Äääó
i çí=NNM	NTU	NTU
i çí=NMN	NTU	NTU
i çí=NMNO	QQV	QQV
i çí=NMPP	QQN	QQN
i çí=NMNR	NPS	NPS
i çí=NMNS	NRS	NRS
i çí=NMN	NRM	NRM
i çí=NMND	NTN	NTN
i çí=NMNP	NTN	NTN
i çí=NMNR	OMQ	OMQ
i çí=NMNS	OMT	OMT
i çí=NMNT	NUN	NUN
i çí=NMU	ONV	ONV
i çí=NMW	ONV	ONV
i çí=NNM	ONV	ONV
i çí=NNN	ONV	ONV
i çí=NNNO	QW	QW
i çí=NNPP	QQQ	QQQ
i çí=NNNR	NPT	NPT
i çí=NNNS	NRU	NRU
i çí=NNN	NRO	NRO
i çí=NNND	NTQ	NTQ
i çí=NNNP	NTQ	NTQ
i çí=NNNR	OMT	OMT
i çí=NNNS	ONM	ONM
i çí=NNNT	NUQ	NUQ
i çí=NNMU	NUQ	NUQ
i çí=NNW	NUQ	NUQ
i çí=NNM	NUQ	NUQ



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baíáÉa Éái=áÇí á-ÄääóW

kl qb= ñçäö ÉíÉáAÉë=ÉçääééíäÉÇä=ñÉá á ä ñ ÉéçäK

i ~äÇm-äÉä	baíáÉa Éái	i á-Äääó
i çí=NONN	NUQ	NUQ
i çí=NONO	ONN	ONN
i çí=NONP	OQU	OQU
i çí=NONR	NPV	NPV
i çí=NONS	NSM	NSM
i çí=NPNN	NRQ	NRQ
i çí=NPND	NTT	NTT
i çí=NPMP	ONQ	ONQ
i çí=NPMP	QW	QW
i çí=NPMS	ONP	ONP
i çí=NPMT	NUT	NUT
i çí=NPNU	OOS	OOS
i çí=NPNU	OOS	OOS
i çí=NPNN	NUT	NUT
i çí=NPNN	NUT	NUT
i çí=NPNO	ONQ	ONQ
i çí=NPNP	ORO	ORO
i çí=NPNR	NSV	NSV
i çí=NPNS	NSO	NSO
i çí=NQNN	NRR	NRR
i çí=NQND	ONU	ONU
i çí=NQNP	ONU	ONU
i çí=NQNR	ONO	ONO
i çí=NQNS	ONS	ONS
i çí=NQNT	CPM	CPM
i çí=NQNU	CPM	CPM
i çí=NQNW	CPM	CPM
i çí=NQNN	CPM	CPM
i çí=NQNN	CPM	CPM



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OWNERS CORPORATION 1
PLAN NO. PS613436T

kl qb= ɾçǣ̃ ɾ ÉŋĕāĀĕ̃=ĕ̃ ɾǣ̃ǣ̃=ĕ̃ĭ āĲĕ̃=ǣ̃ĕ̃ ā ā ɾ Éĕ̃ĕ̃Ĳ

i ~ã Ç m-ã Á É á	bá í á á É á	i á-Á á á
i ç í ã Q N O	QNT	QNT
i ç í ã Q N P	QRR	QRR
i ç í ã Q N R	NTN	NTN
i ç í ã Q N S	NSP	NSP
i ç í ã R M N	NRT	NRT
i ç í ã R M O	NUP	NUP
i ç í ã R M P	NUP	NUP
i ç í ã R M R	QNR	QNR
i ç í ã R M S	QNV	QNV
i ç í ã R M T	NMP	NMP
i ç í ã R M U	NMP	NMP
i ç í ã R M V	OPP	OPP
i ç í ã R N M	NMP	NMP
i ç í ã R N N	NMP	NMP
i ç í ã R N O	QOM	QOM
i ç í ã R N P	QOV	QOV
i ç í ã R N R	NQP	NQP
i ç í ã R N S	NSR	NSR
i ç í ã S M N	NRU	NRU
i ç í ã S M O	QOR	QOR
i ç í ã S M P	QOR	QOR
i ç í ã S M R	QNU	QNU
i ç í ã S M S	QOO	QOO
i ç í ã S M T	NMR	NMR
i ç í ã S M U	NMR	NMR
i ç í ã S M V	QPS	QPS
i ç í ã S N M	NMR	NMR
i ç í ã S N N	NMR	NMR
i ç í ã S N O	QOP	QOP



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báiǎĚǎ Éái⇒ǎÇ† áÄǎǎóW

kl qb= ɾçǣ̃ ɾ ÉŋĕāĀĕ̃=ĕ̃ ɾǣ̃ǣ̃=ĕ̃ĭ āĲĕ̃=maĕā ā ā ɾ Éĕ̃ĕ̃K

pÉÁi é+ÉÁiçãÁo ÉÖiÉs Áiçã+ÉbosF
bã~ãwQ ÁÉiçãei æj éÉÁiçã+KãKi
^ k+USOT+US+VS



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OWNERS CORPORATION 1
PLAN NO. PS613436T

baíáÉa Éái=áÇí á-ÄääóW

kl qb= ñçäç=ñÉÉáÄÉ=Éçää=éçíäÇÇ=ñÉá á ä ñ ÉéçäK

i ~äÇí=áÉá	baíáÉa Éái	i á-Äääó
i çí=NUNR	NQU	NQU
i çí=NUNS	NTM	NTM
i çí=NMN	UMD	UMD
i çí=NMVD	TTP	TTP
i çí=NMVP	PPM	PPM
i çí=NMVR	RRQ	RRQ
i çí=NMVB	QOV	QOV
i çí=ñNQ	SPQ	SPQ
i çí=ñNS	PNN	PNN
i çí=ñNU	CRP	CRP
i çí=ñNV	CUT	CUT
i çí=ñQM	TPPP	TPPP
qçí~ä	NNMQUUM	NNMQUUM

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Department of Transport and Planning

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OWNERS CORPORATION 4
PLAN NO. PS613436T

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i çí=Çb MP	NVT	NVT
i çí=Çb MQ	OSO	OSO
i çí=Çb MR	NUM	NUM
i çí=Çb MS	NUM	NUM
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i çí=Çb NO	CSR	CSR
i çí=Çb NP	NRR	NRR
i çí=Çb NQ	NUR	NUR
i çí=Çb NR	NUQ	NUQ
i çí=Çb MN	NRQ	NRQ
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i çí=Çb MQ	OSO	OSO
i çí=Çb MR	NUM	NUM
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i çí=Çb NO	CSR	CSR
i çí=Çb NP	NRR	NRR



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OWNERS CORPORATION 4
PLAN NO. PS613436T

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i çí-ñNQ	NUR	NUR
i çí-ñNR	NUQ	NUQ
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i çí-SbMP	MU	MU
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i çí-SbMR	NUN	NUN
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i çí-SbMV	NUM	NUM
i çí-SbNM	NUM	NUM
i çí-SbNN	QMR	QMR
i çí-SbNO	OSS	OSS
i çí-SbNP	NRS	NRS
i çí-SbNQ	NUS	NUS
i çí-SbNR	NUR	NUR
i çí-ñbMN	NRR	NRR
i çí-ñbMD	NUR	NUR
i çí-ñbMP	MU	MU
i çí-ñbMQ	OSP	OSP
i çí-ñbMR	NUN	NUN
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i çí=ñbMQ	OSP	OSP
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i çí=ñbNO	OSS	OSS
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i çí=NbMQ	OSP	OSP
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i çí=NQbMP	NUU	NUU
i çí=NQbMQ	OSP	OSP
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i çí=NQbNR	QMP	QMP
i çí=NRbMN	NRR	NRR
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i çí=NRbMQ	OSP	OSP
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i çí=NVb NQ	NUS	NUS
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i çí=QMb MS	NVW	NVW
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i çí=QMb MU	NVW	NVW
i çí=QMb MW	NMU	NMU
i çí=QMb NM	NMU	NMU
i çí=QMb NN	QMR	QMR
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i çí=QMb NQ	QMQ	QMQ
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PLAN NO. PS613436T

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i ci=QnMS	NW	NW
i ci=QnMT	NW	NW
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i ci=QnMW	NUM	NUM
i ci=QnNM	NU	NU
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i ci=QnNP	NRS	NRS
i ci=QnNQ	OMQ	OMQ
i ci=QnNR	OMP	OMP
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faei a Eai-c-ca-ae-q-AE-a-C-e-a-ENaAe-q-a+ i aEa= cee-e-iaak
pi-IEa Eai-baCk



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

CERTIFICATE NO: 234999
DATE OF ISSUE: 23-Jun-2026
YEAR ENDING: 30-Jun-2026

- 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 1406, Level 14, 673 La Trobe Street, DOCKLANDS VIC 3008

Legal Description: Lot 14E06 PS613436T CT-11357/273

Valuation Date: 01-Jul-2025

Assessment No: 204618 3

Net Annual Value: 19,250 **Capital Improved Value:** 385,000 **Site Value:** 55,000

Owner recorded by Council: Shireen Bangah

RATES AND CHARGES
for the period 01/07/2025 to 30/06/2026

	Balance Owing
General Rates	\$ 751.85
Emergency Services and Volunteers Fund	\$ 202.61
Waste Services	\$ 140.00
Total Rebates	\$ -22.56
SUB TOTAL	\$ 1,071.90
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 44.69
Legal Costs	\$ 0.00
Total Payments	\$ 0.00

TOTAL DUE **\$ 1,116.59**

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



Bill code: 79616
Ref: 102046183

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 80938287-001-6:265624

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

LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

80938285-001-8

Statement number

6509592428

Date of Issue 23 Jun 2026**Total amount**

\$665.35

Total amount to end of June 2026 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 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address UNIT 1406/673 LA TROBE STREET, DOCKLANDS VIC 3008

Property number 6840630000

Lot on Plan 14E06\PS613436

Comments

Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billers code: **8789**

Ref: **88012100004**

Go to **bpay.com.au**

Registered to BPAY
Pvt Ltd
ABN 69 079 137 518



Post Billpay

Australia Post

Billpay code: **0362**

Ref: **0880 1210 0004**

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



*362 088012100004

Annual Charges

Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.24	Quarterly	\$224.24	\$197.77
Residential Sewer Service Charge	\$297.98	Quarterly	\$297.98	\$262.33
Parks	\$89.79	Quarterly	\$89.79	\$78.03
Waterways and Drainage	\$125.00	Quarterly	\$125.00	\$110.24
Total annual charges	\$737.01		\$737.01	\$648.37

Other charges and adjustments

Service charges owing for previous financial years	\$0.00
Volumetric charges owing to 14/05/2026	\$16.98
Adjustments	\$0.00
Total charges and adjustment	\$665.35

Outstanding charges

Current balance	\$665.35
Plus remainder service charges to be billed	\$0.00

Total charges **\$665.35**

Volumetric Charges

Please note the water meter on this property was last read on 14/05/2026. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 14/05/2026 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

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.

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

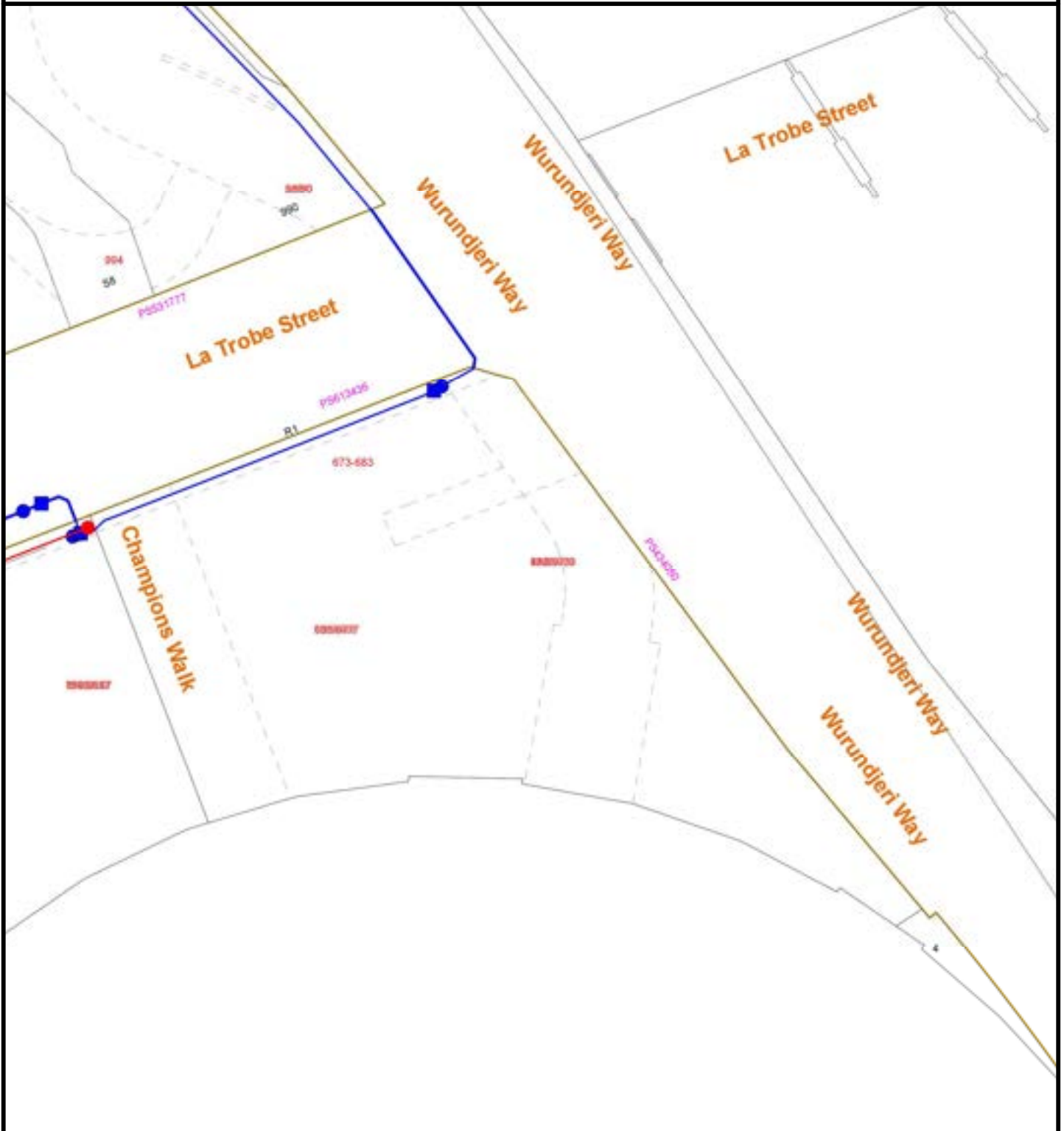
INFORMATION STATEMENT PLOT

Address :

UNIT 1406/673 LA TROBE STREET DOCKLANDS 3008

Reference :

PID000360486



Scale **1:1000**
Printed on : **23/06/2026**

Water Main DOES traverse property

Sewer Main DOES NOT traverse property



	Water Potable		Maintenance Shaft
	Water Recycled		Inspection Shaft
	Sewer Main		Node / Valve
	Abandoned Main		Hydrant



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

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.

Property Clearance Certificate

Land Tax



INFOTRACK / SETTLED LAW PTY LTD

Your Reference:	26-162588
Certificate No:	10192111
Issue Date:	23 JUN 2026
Enquiries:	ESYSPROD

Land Address: UNIT 1406, 673 LA TROBE STREET DOCKLANDS VIC 3008

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39868657	14E06	613436	11357	273	\$500.00

Vendor: SHIREEN BANGAH
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MISS SHIREEN BANGAH	2026	\$55,000	\$500.00	\$0.00	\$500.00

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

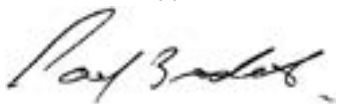
Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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): \$385,000

SITE VALUE (SV): \$55,000

CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE: \$500.00

Notes to Certificate - Land Tax

Certificate No: 10192111

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 = \$55,000

Calculated as \$500 plus (\$55,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,850.00

Taxable Value = \$385,000

Calculated as \$385,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 10192111

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: 10192111

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 / SETTLED LAW PTY LTD

Your Reference: 26-162588

Certificate No: 10192111

Issue Date: 23 JUN 2026

Enquires: ESYSPROD

Land Address: UNIT 1406, 673 LA TROBE STREET DOCKLANDS VIC 3008

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39868657	14E06	613436	11357	273	\$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: \$385,000

SITE VALUE: \$55,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10192111

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 / SETTLED LAW PTY LTD

Your Reference:	26-162588
Certificate No:	10192111
Issue Date:	23 JUN 2026

Land Address: UNIT 1406, 673 LA TROBE STREET DOCKLANDS VIC 3008

Lot	Plan	Volume	Folio
14E06	613436	11357	273

Vendor: SHIREEN BANGAH
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: 10192111

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: 10192110 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: 10192110 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.

Owners Corporation Certificate

*Under Section 151(4)(a) Owners Corporations Act 2006
and Reg 11 Owners Corporations Regulations 2007*

This certificate is issued for lot 14E06 on Plan of Subdivision No. 613436-01

OC Number	613436-01
Property	14E06 / 673-683 La Trobe Street DOCKLANDS
Requested By	Settled Law Pty Ltd
Reference	614829835

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **30/06/2026**. You should obtain an update over the phone immediately prior to settlement.

Please be advised that you are required to notify the Owners Corporation of a change in ownership by providing the Notice of Acquisition upon settlement to admin@pscm.com.au. Failure to do so, may result in additional charges for interest and notice administration costs to the owner.

- a) The present fees for the above Lot are **\$3,669.32 per annum for the year**.
Paid Quarterly.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Levy Schedule	Amount
• Quarterly first payment	\$917.33
• Quarterly second payment	\$917.33
• Quarterly third payment	\$917.33
• Quarterly fourth payment	\$917.33
TOTAL	\$3,669.32

- b) The fees are paid up until **30/09/2025**. If settlement should occur on or after any due date the next fee instalment will also be due and payable.
- c) Unpaid fees and levies presently total \$2,825.99 plus penalty interest of **\$0.00**.
- d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **N/A**

► To make payment for any above stated Arrears, please use the following BPAY Details:

Biller Code: **96503**
Ref Number: **2485416256148298357**

- e) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are:

Lacrosse Owners only - Lot owners have been advised to replace the pan seals in apartment toilets as a precautionary measure to avoid possible water leaks into other apartments. Lot owners responsibility.

M Docklands - Common property defects. OC was informed that the builder has declared bankrupt hence it is likely that M Docklands owners will need to pay for the building defects. The costs for the matters are to be ascertained by conducting a tender.

Lacrosse Apts only - An optional intercom upgrade for the lot owner. These works could cost between \$280.00 to \$640.00 depending on lot owner's choice. This is a cost to the lot owner.

- f) The owners corporation has the following insurance cover

i.	Number of Policy	93210358
ii.	Insurance Period	20/04/2026 - 20/04/2027
iii.	Renewal Date	20/04/2027
iv.	Name of Insurer	Chubb Insurance Aust

For further information on the Insurance Cover please (see the attached) Certificate of Currency

- g) The Owners Corporation **has not** resolved that members may arrange their own insurance under Section 63 of the Act.

- h) The total funds held by the owners corporation as at 30/06/2026

Administrative Fund	Maintenance Fund	Total
\$138,185.05	\$1,751,606.52	\$1,889,791.57

- i) The Owners Corporation liabilities that are covered by annual fees, special levies and repairs and maintenance as set out above.

OC has conducted and passed a special resolution ballot to adopt new consolidated rules.

Lacrosse - Facade maintenance report is obtained. Depending on the costs, this may be considered to be a maintenance fund related expense.

M Docklands Defects: Cost associated with these actions are over above the annual budget. cost of M Docklands defects will be issued to M Docklands owners only.

- j) The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows-
- Building Superintendent Facilities Manager Summit Facilities Group**
 - Electrical Embedded Network agreement between the Owners Corporation and Origin Energy**
 - Retail Licence Agreement 675 La Trobe Street Pty Ltd for use and possession of that part of the common property**
 - Stadium Agreement Binding Heads of Agreement to Melbourne Stadiums Limited for easement maintenance and traffic management**
 - Ongoing services agreements with IKON for cleaning services and other contractors such as ESM, Lift Maintenance etc.**
 - Owners Corporation management contract Platinum Strata Community Management**
- k) There are currently **no agreements** to provide services to lot owners, occupiers, or the public.
- l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?
- No outstanding notices or orders against the OC**
- m) The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows-
- 1. Debt recovery proceeding against lot owners in arrears of their Owners Corporation fees.**
 - 2. The OC commenced DBDRV proceedings against the Builder of M Docklands Hamilton Marino. The OC was since informed that the builder has appointed an administrator. The OC is reviewing its position with their appointed legal firm. OC resolved to take legal action against M Dockland's builder's associated entities (currently in external administration), building surveyor, engineers, architect and any other responsible parties involved in the original construction, to recover the cost of fixing common property defects and to hold them accountable.**
 - 3. Lot owner has disputed a breach related fees and incurred costs to the OC. The dispute is ongoing. OC has retained Grace Lawyers for the matter.**
- n) The Owners Corporation has resolved to appoint a manager.
- The manager is:
- Platinum Strata Community Management**
 - Suite 203 / 673 La Trobe Street**
 - Docklands VIC 3008**
- o) No proposal has been made for the appointment of an administrator

p) Other information: **Not Applicable**

q) The minutes of the most recent Annual General Meeting of the Owners Corporation and Owners Corporation Rules
(see attached)

*Further information on prescribed matters can be obtained by inspection of the Owners Corporation register.
An applicable fee to provide this service will apply.*

IMPORTANT

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

*The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

Date of Issue:

30/06/2026

Prepared By:

Daniel Carroll-Hughes

Reviewed By:

Ashan Fernando

Ph: 03 9039 2000

Ashan.f@pscm.com.au

*Signed in the capacity of Manager pursuant to an
instrument of delegation made by the Owners
Corporation*

Common Seal of Plan No 613436-01



You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Owners Corporations Regulations 2007
SCHEDULE 2
Form 2
Owners Corporations Regulations 2007 Reg. 12

**STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE
PURCHASERS AND LOT OWNERS**

What is an Owners Corporation?

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation.

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS
CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION ON PLAN 613436-01– 673-683 La Trobe Street, Docklands VIC 3008
 Financial Year Ending 30 June 2025

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of 613436-01 was held on 03rd March 2026 at Davers Room, Gate 6, Marvel Stadium at 740 Bourke Street, Docklands 3008. The meeting commenced at 6:00PM.

Lot	Member	Present/Proxy/Apology	Voting Rights
15E06	Nathan Cross (Katherine Maree Cross)	Present	No
3E03	Nathan Alan Robertson	Present	Yes
7E06	Hanimi Reddy Gade (Saraswathi Kunireddy)	Present	No
14E12	Mahyar Nemati	Present	Yes
8E09	Edsel Botobara Benson & Loida Ramos Benson	Present	Yes
21E02	Lachlan James Swan	Present	Yes
5E04	Matthew Rae Doyle	Present	Yes
12E02	Annakkarage Peris	Present	Yes
11E05	Rupa Sharma	Proxy- Richard Godfrey	Yes
18E07	Witako Street PTY LTD	Proxy- Aneel Anthony	Yes
1803	Subrahmanya Swamy Matham Adishesha Setty (Sowmya Lakshmi Ambati Sreenivasa Murthy)	Present	Yes
716	Tipsurang Rattanakusum	Present	Yes
1410	Shubha Mariyappa	Present	Yes
3N3	Craig Darryl Reynolds & Jessica Jade Cikos	Present	Yes
3S2	Georgie Maria Christine Rowsell	Proxy- Megan Lee Hunt	Yes
In Attendance with No Voting Rights			
Platinum Strata	Viduni Fernando	Present	No
Platinum Strata	Ashan Fernando	Present	No
Platinum Strata	Daniel Carroll Hughes	Present	No
Platinum Strata	Mekha Joseph	Present	No
Platinum Strata	Nu Mendis	Present	No
Summit FM	Hammad Karim	Present	No
Summit FM	Steve Rojas	Present	No
Invitee	Hannah Takhi	Present	No
Invitee	Girish	Present	No

2. FORMALITIES

2.1 Welcome to the attendees

On behalf of the executive committee of the Owners Corporation 613436-01, Richard Godfrey, Chairman of the Owners Corporation declared open the Annual General Meeting by officially welcoming everyone.

2.2 Noting of attendances, proxies, apologies, determination of quorum and entitlement to vote

As per Section 77 of the Owners Corporations Act 2006, in order for a quorum to be present at a general meeting 50% of the building's Lot Entitlement need to be represented in person or via proxy.

It was resolved that members who owes less than \$1 will be considered financial for this meeting.

13 Members out of 525, who were able to vote on ordinary resolutions, were represented and as such a quorum was not declared.

In accordance with Section 78 of the Owners Corporations Act 2006 all decisions of this meeting are deemed interim resolutions for 28 days, after which time, if no petitions for a Special General Meeting have been received, in accordance with Section 78 (4b) the interim resolutions will be passed as resolutions of the Owners Corporation.

2.3 Appointment of the meeting Chair (Section 79 of the OC Act)

It was agreed that Richard Godfrey be appointed as the chair of the meeting.

2.4 Nomination of the Minute Taker

It was agreed to appoint Ashan Fernando as the minute taker for the meeting

3. CONFIRMATION OF MINUTES

3.1 The Owners Corporation resolved that the minutes of the Annual General Meeting held on 21st January 2025 are a true and accurate record.

Approve: 13

Reject: 0

Abstain: 0

Motion Passed

4. CONSIDERATION OF REPORTS

4.1 Owners Corporation Manager's Report

Manager's Report was attached with the Notice of Meeting of OC1

4.2 Committee Report

A verbal committee report was provided by the committee chairperson during the meeting.

4.3 Building Manager's Report

The building manager provided a verbal report during the meeting. A copy of the written report will be sent to owner separately.

5. CONSIDERATION OF FINANCIAL MATTERS

5.1 Audit of Financial Accounts

Under amended compliance with Section 35 of the Owners Corporations Act 2006, a tier one owners corporation must, after the end of each financial year, cause its financial statements to be audited by a registers company auditor; or a firm of registered company of auditors; or a person who is a member of CPA Australia or the Institute of Chartered Accountants in Australia or any other person who is approved by the committee as an auditor of the financial statements of the Owners Corporations for the purposes of this section.

The members resolved to ratify the acceptance and adoption of the enclosed Audit Report.

Approve: 13

Reject: 0

Abstain: 0

Motion Passed

- 5.2** The members resolved to accept and adopt the Financial Statements for the financial year ending 30 June 2025

Approve: 13

Reject: 0

Abstain: 0

Motion Passed

- 5.3** The Owners corporation resolved that the Owners Corporation Administration, Maintenance fees and all other special levies will be raised quarterly in advance based on lot liabilities. The levies fees are payable within 28 days of issuing the Fee notice.

Approve: 13

Reject: 0

Abstain: 0

Motion Passed

The Owners Corporation resolved that prior to each financial year, the Committee of the Owners Corporation may consider and pass a proposed budget for each financial year on an interim basis, to be tabled and ratified at the Annual General Meeting.

Approve: 13

Reject: 0

Abstain: 0

Motion Passed

- 5.4** The members resolved that, prior to each financial year, the Committee of the Owners Corporation may consider and pass a proposed budget on an interim basis, to be tabled and ratified in the following Annual General Meeting.

Approved: 13

Reject:0

Abstain:0

Motion Passed

- 5.5** Administration Fund The Owners Corporation resolved to accept the administration budget for PS613436-01 of \$1,112,407.00 including GST, for the financial year 1 July 2025 to 30 June 2026.

Approve: 13

Reject: 0

Abstain: 0

Motion Passed

Owners Corporation to accept the Lacrosse Insurance budget for PS613436-01 of \$359,393.00 including GST for the financial year 1 July 2025 to 30 June 2026.

Approve: 13

Reject: 0

Abstain: 0

Motion Passed

M Docklands Insurance Fund Resolved by the Owners Corporation to accept the M Docklands Insurance budget for PS613436-01 of \$296,934.00 including GST for the financial year 1 July 2025 to 30 June 2026.

Approve: 13

Reject: 0

Abstain: 0

Motion Passed.

- 5.6** Maintenance Fund Resolved by the Owners Corporation to resolve to accept the maintenance budget for PS613436-01 of \$49,313.00 including GST for the financial year 1 July 2025 to 30 June 2026.

Approve: 13

Reject: 0

Abstain: 0

Motion Passed

6. COSTS & DEBT RECOVERY

- 6.1** The Owners Corporation resolved to charge penalty interest on overdue fees and levies, with the current maximum rate being set by the Magistrate's Court of Victoria. The rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983. Current interest rate: 10%
Approve: 13 **Reject: 0** **Abstain: 0**
Motion Passed
- 6.2** The members resolved that it may recover, as a debt due from the person (any lot owner, or occupier of a lot) the costs, charges, and expenses incurred by the Owners Corporation arising out of default or breach of any obligation under the Owners Corporation Act 2006, Owners Corporations and Other Acts Amendment Act 2021 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation.
Approve: 13 **Reject: 0** **Abstain: 0**
Motion Passed
- 6.3** The members resolved to authorise Platinum Strata Community Management to engage a lawyer or debt collector to issue a letter of demand (in line with instructions of the appointed committee) to lot owner/s who have failed to pay their Owners Corporation Fees, levies and/or charges in accordance with the Final Fee Notice and Owners Corporations Legal Notice.
Approve: 13 **Reject: 0** **Abstain: 0**
Motion Passed
- 6.4** The members resolved that any lot owner who fails to pay their Final Fee Notice and in respect to whom Owners Corporation Legal Notice letter has been sent, shall pay or reimburse the Owners Corporation for all administrative, legal and all other charges relating to the final fee notice, Legal Notice and any subsequent VCAT and/or Court proceeding costs including the costs incurred for enforcement of any such orders obtained.
Approve: 13 **Reject: 0** **Abstain: 0**
Motion Passed
- 6.5** The members resolved that it may levy special fees and charges to a lot owner, if the Owners Corporation has incurred or is about to incur additional costs (relating to repairs, maintenance, and other work) due to the conduct of a lot and the annual fee set based on the lot liability of the lot owner would not adequately take account of those additional costs.
Motion Passed

7. OWNERS CORPORATION INSURANCE

The details of the Insurance policy were circulated with the Notice of Meeting.

- 7.1** The members resolved to attribute Policy Excess Costs on Claims based on section 49 of the Owners Corporations Act 2006.
Approve: 13 **Reject: 0** **Abstain: 0**
Motion Passed

8. RULES

8.1 Owners' Obligation:

Owners are informed that occupants are informed of their obligations under the model rules and consolidated rules. A copy of the rules must be provided to the occupants. A copy of the Rules can be downloaded from the PIQ portal. If you are having difficulty accessing any of the above platforms, please contact the OC manager.

Approve:13

Reject: 0

Abstain: 0

Motion Passed

8.2 Charges related to Fire Rescue Victoria (FRV)

Members to resolve to recover FRV charges from the lot responsible for triggering the fire alarm. On Behalf of the Owners Corporation, the Manager will issue an invoice to the lot responsible

Approve:13

Reject: 0

Abstain: 0

Motion Passed

9. MANAGEMENT OF THE OWNERS CORPORATION & POWER TO DELEGATE

- 9.1 It was resolved by the Owners Corporation to increase the number of committee members from 7 to 10 members.

Approve: 13

Reject: 0

Abstain: 0

Motion Passed

Committee Management

Lot	Name
10E05	Megan Lee Hunt
11E06	Richard Godfrey
18E07	Aneel Anthony
3N3	Craig Darryl Reynolds
12E04	Ulrich Meffert
16E04 Peter Howes	Peter Howes
8E09	Loida Benson
5E04	Matthew Doyle
21E02	Lachlan James Swan
4E14	Charlie Kay Tornatore

- 9.2 The Owners Corporation resolved that the nominated members who are elected to the committee and to the grievance committee be delegated all powers and functions under S.11 of the Owners Corporations act 2006 except for the powers and functions that require a unanimous or special resolution or the power to delegate or powers delegated to the manager.

Approve: 13

Reject: 0

Abstain: 0

Motion Passed

10. EXECUTION OF DOCUMENTS

- 10.1** The members resolved that pursuant to section 10(3) of the Owners Corporations Act 2006 - the Owners Corporation may authorise a document to be executed by at least two lot owners of separate lots who sign the document and print each lot owner's name, address a statement that each lot owner is a lot owner

Approve:13

Reject: 0

Abstain: 0

Motion Passed

11. AFTER-HOURS EMERGENCY SERVICES

- 11.1** The members resolved that any After-Hours Trade Emergency services will have a callout fee. This service has been established for common area trade-related emergencies only; whereas an emergency is identified as a lot owner's responsibility, costs for service will be applied to the Lot Owner or Occupant.

Approve:13

Reject: 0

Abstain: 0

Motion Passed

12. DISPUTE RESOLUTION

- 12.1 Dispute Resolution**

There were no complaints raised and 1 breach issued over the past year.

- 12.2** The members resolved to recover as a debt from the lot owner all costs associated with rectifying any damage to common property.

Approve:13

Reject: 0

Abstain: 0

Motion Passed

13. GENERAL BUSINESS

- 13.1** The members resolved that all lot owners keep the Owners Corporation updated and informed in writing of any change in mailing address for the service of notices and levies. Under S. 135 of the Act, a lot owner who does not occupy the lot or will be absent from the lot for more than 3 months must advise the Owners Corporation of the lot owners mailing address for service of notices and any changes to it immediately.

Approve:13

Reject: 0

Abstain: 0

Motion passed

Defect Matters (M Docklands)

The members discussed ongoing challenges in securing the builder Hamilton Marino to remediate building defects with a potential cost of more than \$700,000. The Committee considered the need to escalate the matter by informing media outlets, should remediation continue to be delayed.

The members resolved to advise Hamilton Marino that the Owners Corporation is considering informing the media regarding the outstanding defect issues. Committee of OC1 to consider the suitable options to take appropriate actions.

Boundary issue between the Home Docklands and M Docklands

The meeting discussed the boundary issue between the new building and the OC property. There is a slight encroachment to the common property. The Home Docklands retails have access via common property without an established easement. The newly appointed committee of OC1 will discuss this further to address this issue for potential insurance issues.

The new committee to review this matter further to take appropriate actions.

Lift Issues (Lacrosse)

Members discussed ongoing lift issues in Lacrosse Building, noting that for the past two months only one lift has been operational, with the second lift currently locked out of service. A recent meeting was held with the service operator, who advised that delays in rectification were due to limited availability of required parts within Australia. A lifecycle report was completed, identifying significant projected costs.

Operational adjustments were made to minimise resident impact:

- Lift move-in times were amended from 8:00am–3:00pm to 9:00am–4:00pm.
- Cleaning schedules were adjusted from 7:30am to a time outside peak periods to maximise lift availability.

The Owners corporation has received a quote exceeding \$720K to rectify the ongoing issues. The new committee will review this further possibly by appointing a consultant as the costs appear to be disproportionate.

Fob Audit

The Meeting noted the requirement to undertake a mandatory audit of access fobs to ensure an accurate and up-to-date register of all devices in circulation.

Vote of Thanks

A special recognition and gratitude were extended in memory of the committee member who passed away in August 2025. Shireen served as the chair of the Owners Corporation for two years and as a committee member for the past 11 years. She was an active member of the community, making a significant contribution to major projects during her tenure. Her absence will be deeply felt by all who knew her.

A vote of thanks was extended to Platinum Strata for their ongoing support and contributions to keep the funds at a lower level for the Owners Corporation.

14. CONCLUSION

14.1 Meeting resolved that the next AGM will be held on a date decided by the Committee.

14.5 The meeting concluded at 7:53PM

By Order of PS613436-01
Platinum Strata Community Management
Suite 203, 673 La Trobe St, DOCKLANDS VIC 3008
Phone 03 9039 2000



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 20 April 2026

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 613436T	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	93210358	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 20 April 2026, Local Standard Time
	To:	4.00pm on 20 April 2027, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	673-683 LaTrobe Street, Docklands VIC 3008	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 291,230,000
	Common Contents	AUD 2,912,300
	Catastrophe	AUD 88,242,690
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 49,698,500	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 432,083,490	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 30,000,000 in respect of any one Occurrence
	Property Damage	AUD 30,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	Not Insured	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 20 April 2026 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



Loic Tuchagues
Property Underwriter VIC

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

Balance Sheet - O/Corp 613436-01

"LACROSSE & M DOCKLANDS APARTMENTS "

673-683 LA TROBE STREET, DOCKLANDS, VIC 3008

For the Financial Period 30/06/2026 to 30/06/2026

Consolidated

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
OC 613436-1	\$138,185.05	\$1,751,606.52	\$1,889,791.57
Macquarie Bank BSB: 183-334 Acc No: 248541625			
Adjustment-Paid in advance	\$10,712.72	\$0.00	\$10,712.72
GST Paid	\$152,086.25	\$12,684.12	\$164,770.37
GST Unpaid	\$748.42	\$0.00	\$748.42
Receivable	\$148,922.36	\$29,983.21	\$178,905.57
Receivable - General	\$88,562.53	\$0.00	\$88,562.53
Refunds Payable (GST)	\$543.42	\$0.00	\$543.42
Total Assets	\$539,760.75	\$1,794,273.85	\$2,334,034.60
Liabilities			
Accrued Expenses	\$75,000.00	\$0.00	\$75,000.00
BAS Clearing	\$20,264.33	\$14,987.31	\$35,251.64
GST Collected	\$82,408.92	\$15,568.11	\$97,977.03
GST Uncollected	\$16,988.65	\$2,726.15	\$19,714.80
Paid In Advance	\$29,021.82	\$0.00	\$29,021.82
Paid in Advance o	\$32,792.25	\$0.00	\$32,792.25
Payable	\$8,232.41	\$0.00	\$8,232.41
Payable (GST Free)	\$316.91	\$0.00	\$316.91
Payable--General-Admin	\$1,928.18	\$0.00	\$1,928.18
Refunds Payable	\$5,977.60	\$0.00	\$5,977.60
Unidentified Deposits	\$908.76	\$0.00	\$908.76
Total Liabilities	\$273,839.83	\$33,281.57	\$307,121.40

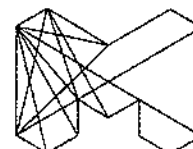
Balance Sheet - O/Corp 613436-01
"LACROSSE & M DOCKLANDS APARTMENTS "
673-683 LA TROBE STREET, DOCKLANDS, VIC 3008
For the Financial Period 30/06/2026 to 30/06/2026

Consolidated

	Administrative	Maintenance	TOTAL THIS YEAR
Liabilities (Continued)			
Net Assets	\$265,920.92	\$1,760,992.28	\$2,026,913.20
Owners Funds			
Opening Balance	\$270,290.93	\$1,760,992.28	\$2,031,283.21
Net Income For The Period	\$(4,370.01)	\$0.00	\$(4,370.01)
Total Owners Funds	\$265,920.92	\$1,760,992.28	\$2,026,913.20

CANCELLATION OF BUILDING ORDERS

Part 8 of the Building Act 1993



CITY OF MELBOURNE

20 September 2019

Owners Corporation PS613436T
C/- Platinum Strata Community Management
PO BOX 23266
DOCKLANDS VIC 8012

GPO Box 1603
Melbourne VIC 3001
Phone (03) 9658 9658
www.melbourne.vic.gov.au

DX210487
ABN 55 370 219 287

Dear Sir/Madam

**BUILDING ORDER
LACROSSE DOCKLANDS, 673-683 LA TROBE STREET, DOCKLANDS VIC 3008**

I am pleased to advise that Building Order reference number - BUI-2015-198, and all Building Orders listed on the attached (Appendix 1) regarding the above mentioned property issued on 23 October 2015 have been cancelled.

I wish to draw your attention to your ongoing responsibility to ensure the buildings fire services (Essential Safety Measures) are maintained at all times.

Yours faithfully

Steven Baxas
Municipal Building Surveyor

If you have any queries in relation to this document, please contact
Steven Baxas on the contact details below:

Telephone: 03 9658 9658

E-mail: cladding@melbourne.vic.gov.au

CoM Reference: BUI-2015-198

Appendix 1

Shop/Unit Address		Building Order Reference
Shop 101	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-516
Shop 102	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-517
Shop 103	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-518
Shop 206	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-519
Shop 205	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-520
Shop 204	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-521
Shop 203	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-522
Shop 212	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-524
Shop 213	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-523
Shop 214	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-525
Shop 207	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-526
Shop 104	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-527
Shop 202	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-528
Shop 210	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-529
Shop 215	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-530
Unit 301, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-200
Unit 302, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-201
Unit 303, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-202
Unit 304, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-203
Unit 305, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-204
Unit 306, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-205
Unit 307, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-206
Unit 308, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-207
Unit 309, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-208
Unit 310, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-209

Unit 311,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-211
Unit 312,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-213
Unit 313,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-214
Unit 314,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-215
Unit 315,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-216
Unit 316,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-217
Unit 317,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-218
Unit 318,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-219
Unit 319,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-220
Unit 320,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-221
Unit 321,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-222
Unit 322,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-223
Unit 323,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-224
Unit 324,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-225
Unit 325,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-226
Unit 326,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-227
Unit 327,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-228
Unit 328,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-229
Unit 329,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-230
Unit 330,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-231
Unit 331,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-232
Unit 332,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-233
Unit 333,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-234
Unit 334,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-235
Unit 335,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-236
Unit 336,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-237
Unit 337,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-238
Unit 341,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-239

Unit 342,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-240
Unit 343,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-241
Unit 344,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-242
Unit 349,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-243
Unit 350,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-244
Unit 401,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-245
Unit 402,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-246
Unit 403,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-247
Unit 404,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-248
Unit 405,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-249
Unit 406,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-250
Unit 407,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-251
Unit 408,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-252
Unit 409,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-253
Unit 410,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-254
Unit 411,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-255
Unit 412,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-256
Unit 413,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-257
Unit 414,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-258
Unit 415,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-259
Unit 501,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-260
Unit 502,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-261
Unit 503,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-262
Unit 504,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-263
Unit 505,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-264
Unit 506,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-265
Unit 507,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-266
Unit 508,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-267

Unit 509, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-268
Unit 510, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-269
Unit 511, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-270
Unit 512, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-271
Unit 513, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-273
Unit 514, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-274
Unit 515, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-275
Unit 601, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-276
Unit 602, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-277
Unit 603, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-278
Unit 604, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-279
Unit 605, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-280
Unit 606, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-281
Unit 607, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-282
Unit 608, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-283
Unit 609, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-284
Unit 610, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-285
Unit 611, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-286
Unit 612, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-287
Unit 613, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-288
Unit 614, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-289
Unit 615, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-291
Unit 701, Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-292
Unit 702, Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-290
Unit 703, Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-293
Unit 704, Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-294
Unit 705, Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-295
Unit 706, Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-296

Unit 707,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-297
Unit 708,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-298
Unit 709,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-299
Unit 710,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-300
Unit 711,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-301
Unit 712,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-302
Unit 713,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-303
Unit 714,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-304
Unit 715,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-305
Unit 801,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-306
Unit 802,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-307
Unit 803,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-308
Unit 804,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-309
Unit 805,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-310
Unit 806,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-311
Unit 807,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-312
Unit 808,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-313
Unit 809,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-314
Unit 810,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-315
Unit 811,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-316
Unit 812,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-317
Unit 813,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-318
Unit 814,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-319
Unit 815,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-320
Unit 901,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-321
Unit 902,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-322
Unit 903,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-323
Unit 904,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-324

Unit 905,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-325
Unit 906,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-326
Unit 907,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-327
Unit 908,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-328
Unit 909,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-329
Unit 910,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-330
Unit 911,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-331
Unit 912,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-332
Unit 913,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-333
Unit 914,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-334
Unit 915,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-335
Unit 1001,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-336
Unit 1002,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-337
Unit 1003,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-338
Unit 1004,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-339
Unit 1005,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-340
Unit 1006,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-341
Unit 1007,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-342
Unit 1008,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-343
Unit 1009,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-344
Unit 1010,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-345
Unit 1011,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-346
Unit 1012,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-347
Unit 1013,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-348
Unit 1014,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-349
Unit 1015,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-350
Unit 1101,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-351
Unit 1102,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-352

Unit 1103,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-353
Unit 1104,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-354
Unit 1105,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-355
Unit 1106,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-356
Unit 1107,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-357
Unit 1108,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-358
Unit 1109,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-359
Unit 1110,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-360
Unit 1111,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-361
Unit 1112,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-362
Unit 1113,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-363
Unit 1114,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-364
Unit 1115,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-365
Unit 1201,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-366
Unit 1202,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-367
Unit 1203,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-368
Unit 1204,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-369
Unit 1205,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-370
Unit 1206,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-371
Unit 1207,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-372
Unit 1208,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-373
Unit 1209,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-374
Unit 1210,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-375
Unit 1211,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-376
Unit 1212,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-377
Unit 1213,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-378
Unit 1214,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-379
Unit 1215,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-380

Unit 1301,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-381
Unit 1302,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-382
Unit 1303,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-383
Unit 1304,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-384
Unit 1305,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-385
Unit 1306,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-386
Unit 1307,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-387
Unit 1308,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-388
Unit 1309,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-389
Unit 1310,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-390
Unit 1311,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-391
Unit 1312,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-392
Unit 1313,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-393
Unit 1314,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-394
Unit 1315,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-395
Unit 1401,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-396
Unit 1402,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-397
Unit 1403,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-398
Unit 1404,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-399
Unit 1405,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-400
Unit 1406,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-401
Unit 1407,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-402
Unit 1408,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-403
Unit 1409,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-404
Unit 1410,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-405
Unit 1411,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-406
Unit 1412,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-408
Unit 1413,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-409

Unit 1414,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-410
Unit 1415,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-411
Unit 1501,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-412
Unit 1502,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-413
Unit 1503,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-414
Unit 1504,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-415
Unit 1505,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-416
Unit 1506,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-417
Unit 1507,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-418
Unit 1508,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-419
Unit 1509,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-420
Unit 1510,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-421
Unit 1511,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-422
Unit 1512,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-423
Unit 1513,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-424
Unit 1514,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-425
Unit 1515,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-426
Unit 1601,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-427
Unit 1602,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-428
Unit 1603,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-429
Unit 1604,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-430
Unit 1605,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-431
Unit 1606,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-432
Unit 1607,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-433
Unit 1608,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-434
Unit 1609,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-435
Unit 1610,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-436
Unit 1611,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-437

Unit 1612,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-438
Unit 1613,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-439
Unit 1614,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-440
Unit 1615,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-441
Unit 1701,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-442
Unit 1702,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-443
Unit 1703,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-444
Unit 1704,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-445
Unit 1705,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-446
Unit 1706,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-447
Unit 1707,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-448
Unit 1708,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-449
Unit 1709,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-450
Unit 1710,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-451
Unit 1711,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-452
Unit 1712,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-453
Unit 1713,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-454
Unit 1714,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-455
Unit 1715,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-456
Unit 1801,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-457
Unit 1802,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-458
Unit 1803,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-459
Unit 1804,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-460
Unit 1805,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-461
Unit 1806,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-462
Unit 1807,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-463
Unit 1808,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-464
Unit 1809,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-465

Unit 1810,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-466
Unit 1811,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-467
Unit 1812,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-468
Unit 1813,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-469
Unit 1814,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-470
Unit 1815,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-471
Unit 1901,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-472
Unit 1902,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-473
Unit 1903,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-474
Unit 1904,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-475
Unit 1905,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-476
Unit 1906,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-477
Unit 1907,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-478
Unit 1908,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-479
Unit 1909,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-480
Unit 1910,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-481
Unit 1911,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-482
Unit 1912,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-483
Unit 1913,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-484
Unit 1914,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-485
Unit 1915,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-486
Unit 2001,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-487
Unit 2002,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-488
Unit 2003,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-489
Unit 2004,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-490
Unit 2005,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-491
Unit 2006,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-492
Unit 2007,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-493

Unit 2008,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-494
Unit 2009,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-495
Unit 2010,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-496
Unit 2011,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-497
Unit 2012,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-498
Unit 2013,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-499
Unit 2014,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-500
Unit 2015,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-501
Unit 2101,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-502
Unit 2102,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-503
Unit 2103,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-504
Unit 2104,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-505
Unit 2105,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-506
Unit 2106,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-507
Unit 2107,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-508
Unit 2108,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-509
Unit 2109,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-510
Unit 2110,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-511
Unit 2111,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-512
Unit 2113,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-513
Unit 2114,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-514
Unit 2115,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-515

Record of agreement

Section 46F, *Domestic Building Contracts Act 1995*

Dispute reference number: DBDRV-2023-08-38484

Between:

Party A: Owners Corporation PS6131436 (Building Owners)

and

Party B: Hamilton & Marino Builders Pty Ltd (Builder)

Property: M Docklands, 677 La Trobe Street Docklands VIC 3008

Conciliator: Ray Campagna

1. The parties acknowledge and confirm that Domestic Building Dispute Resolution Victoria held a telephone conciliation conference on 28 May 2024.
2. The conciliation conference was attended by:
 - a. Coral Knight, Richard Godfrey and Erica Maloni being the authorised representative for the Owners and
 - b. Matthew Stephens, being the authorised representative for the Builder(collectively, the **Attendees**).
3. The Attendees confirmed that they each attended the conciliation conference voluntarily and were authorised to resolve the dispute, respectively.
4. The issues in dispute are listed in Section A and these were read to the parties by the conciliator.
5. The issues that were resolved are listed in Section B of this record of agreement **Agreement**). The parties agreed to the actions and due dates in Section B, which were read to them by the conciliator.
6. The issues that were not resolved are listed in Section C. These issues were read to the parties by the conciliator.
7. If the actions are not completed by the due dates, you should first contact the other party directly to attempt to agree on new timeframes or actions and put these changes in writing.

8. If this is not possible, notify your Dispute Resolution Officer in writing. If a written amendment to the Agreement cannot be achieved with the assistance of your Dispute Resolution Officer, DBDRV will review the agreement to assess whether the agreed actions were complied with (if possible).
9. If the Chief Dispute Resolution Officer or delegate decides the Agreement has not been complied with, a dispute resolution order or a certificate of conciliation (dispute not resolved) will be issued. Please refer to dbdrv.vic.gov.au for more information.

Section A – Issues in dispute

Building work

Item no	Item	Issue	Location	Description
1	Stairwell shaft roof waterproofing		Upturn waterproofing (item 1.1 Buildspect)	There is an omission of a continuous upward termination of the liquid waterproofing membrane at the junction of the concrete sections on the roof of the stairwell shaft. There is calcification present to the soffit of the stairwell shaft roof consistent with water ingress.
2	Stairwell shaft roof waterproofing		Downturn waterproofing (item 1.6 Buildspect)	There is an omission of a vertical downward termination of the liquid waterproofing membrane on the roof of the stairwell shaft. There should be a vertical downward termination for membranes on roofs in accordance with the building standard.
3	Level 19 roof fall		roof (item 2.1 Builspect)	There is water pooling and water staining on the outer edges of the level 19 roof consistent with insufficient fall to the drainage outlets. There should be fall in finishes to ensure water drains to drainage outlets in accordance with the building standard.
4	Level 3 roof waterproofing		Delaminating waterproofing (item 3.1 Buildspect)	There is buckled torch-on waterproofing to the north elevation roof of level 3 consistent with a lack of adhesion. There should be a membrane applied to a surface with sufficient adhesion to resist applied forces in accordance with the building standard.

5	Level 3 roof waterproofing		Waterproofing upturn (item 3.5 Buildspect)	The torch-on waterproofing is delaminating from the concrete hob to the north elevation roof of level 3. There should be a sealed waterproofing upward termination in accordance with the building standard.
6	South elevation ground staircase		ground floor (item 4.1 Buildspect)	There is efflorescence leeching out from the pavers and delaminating pavers on the risers and runs of the staircase. The water ingress into the south elevation ground floor commercial tenancy is consistent with water ingress as a result of a failed waterproofing membrane to the south elevation staircase
7	North elevation ground staircase		Ground floor (item 5.1 Buildspect)	There is water ingress through the ceiling of the Latrobe Street bridge laneway consistent with water ingress from the north elevation ground staircase. There is no waterproofing membrane applied under the pavers of the north elevation entrance staircase.
8	Masonry cracks		Walls (item 6 Buildspect)	There are horizontal cracks of approximately 10 to 20 mm in width to the Bessa block masonry wall along the south boundary of the ground floor carpark. There should not be cracking to a masonry wall of category 3 or 4 in accordance with the building guide.
9	Water ingress to ground floor carpark		Ground floor (item 7 Buildspect)	There is calcification and water marks along the west boundary wall of the ground floor carpark consistent with water ingress from the external wall. There is no internal drainage system such as a spoon drain to collect water that penetrates the external wall.

10	Water ingress to mezzanine floor carpark		Mezzanine floor (item 8 Buildspect)	There is calcification and water marks along the south boundary in the bike enclosure room consistent with water ingress from the external wall. There is an internal drainage system in the form of a drip tray and outlet pipes that is collecting part of the water ingress.
11	Façade windows		Windows (item 9 Buildspect)	There are two glazed windowpanes without a champagne mirror finish, visible on the east elevation from the level 3 roof that are visually consistent with temporary glass. The glazed windowpanes without a champagne mirror finish is not visually consistent with the glazing on the remainder of facade
12	Omission of glazing decals		Windows (item 10 Buildspect)	There are no decals applied to the solid glazed panels to the north and south of the hallways on levels 6 to 19. There should be making located on glazing panel capable of being mistaken for a doorway or opening in accordance with the building code.
13	Omission of fire door tags		Fire doors (item 11 Buildspect)	There is an omission of fire door tags on all electrical services cupboards located on levels 6 to 19. There should be an affixed metal tag to the internal of a fire door in accordance with the building standard.
14	Operation of doors		Doors (item 12 Buildspect)	The south and north water meter cupboard on level 18 contacts with the emergency ceiling light or smoke detector when opening and therefore, cannot be fully opened. There should be doors installed that operate as intended by the manufacturer in accordance with the building guide.

15	Concrete finish		Concrete internal walls (item 13 Buildspect)	There is an unfilled unused pipe penetration in the floor of the level 18 water meter cupboard. Various sections of concrete broken out of the concrete wall to the level 14 bin room/internal walls
16	Omission of sealant		Fire safety (item 14 Builspect)	There is a hole to the inside fire rated sealant applied at the top of the fire rated door to the level 17 bin room. The omission of sealant to the top of the fire rated door does not avoid the spread of fire, does not comply with building code and is defective work by the builder.
17	Omission of fixings		Service doors (item 15 Buildspect)	There are missing screws to the hinges of the: - level 17 NBN services door - level 12 stairwell fire door - level 8 NBN services door - level 6 NBN services door There should be door furniture installed to operate as intended by the manufacturer in accordance with the building guide.
18	Penetrations to services cupboards		Services cupboards (item 16 Buildspect)	There is a hole in the plaster on the wall of the level 13 and 15 NBN services cupboard. There should not be penetrations through service cupboards that reduces the fire performance in accordance with the building code.
19	West paving		Pavers (item 17 Buildspect)	There is drummy and loose paving along the west elevation pathway and nib walls, with some pavers completely fallen off. The fallen off, drummy and loose paving along the west elevation is consistent with insufficient adhesion to the substrate as a result of poor workmanship by the builder.

20	Glass panels		Spontaneous breakage of toughened glass (Facade Engineering Report)	Spontaneous glass breakage of the Insulated Glass Unit have occurred due to an impurity inclusion which was produced during the glass manufacture.
21	Cracked Window		Window of unit 1705 (item 18 Buildspect)	There is cracking to the external pane of glass.
22	Cracked Concrete		Lobby on levels 19, 17, 16, 15, 13, 12, 11, 10, 9, 8, 7 and 6 (item 19 Buildspect)	There is cracking of 1 to 20 mm and popping fixings at the door frame to either side of the fire exit doors from the stairwell in each lobby. The cracking is consistent with occurring during installation of the screw fixings into the door frames. The cracking exceeding 5 mm in width does not comply.
23	Surface Water Drainage		Surface water drainage in basement (item 20 Buildspect)	Moisture at the base of the bessa block walls adjacent to the hotel storage room consistent with insufficient conveyance of pooling water to an appropriate outfall, causing water damage to hotel storage room and storage items.
24	Surface Water Drainage		Surface water drainage in basement (item 20 Buildspect)	There is water pooling on the carpark surface adjacent to the penthouse no.1906 storage area consistent with insufficient conveyance to an appropriate outfall

Payment issues

Item no	Invoice date	Invoice number	Total amount due	Outstanding amount
1			\$697,202.20	\$697,202.20
2			\$36,208.00	\$36,208.00

Section B – Resolved issues

Agreement term	Description	Responsible party	Due date
1	In relation to Item 3 of Section A, Roof, the Parties have agreed that the Builder will rectify the Level 19 roof fall to ensure fall to drainage outlets	Builder	July 15, 2024
2	In relation to Items 4 and 5 of Section A, Level 3 roof waterproofing, the Parties have agreed that the Builder will rectify the waterproofing membrane in accordance with the recommendations of Items 3.10 to 3.12 of the Buildspect Report of July 26, 2023	Builder	July 15, 2024
3	In relation to Item 8 of Section A, Masonry cracks, the Parties have agreed that the Builder will rectify the masonry cracks in accordance with the recommendations of Items 6.9 to 6.13 of the Buildspect Report of July 26, 2023	Builder	July 15, 2024
4	In relation to Item 10 of Section A, Water Ingress, the Parties have agreed that the Builder will rectify the South Boundary Wall to ensure there is no water ingress through the external wall	Builder	July 15, 2024
5	In relation to Item 11 of Section A, Facade windows, the Parties have agreed that the Builder will replace the 4 glazing panels to Apartments 501, 509, 802 and 1312 to provide a champagne mirror finish to match the remaining windows on the facade	Builder	Sept. 30, 2024

6	In relation to Item 12 of Section A, Windows, the Parties have agreed that the Builder will supply and install decals to the glazing of the full height window to Level 19 Hallway	Builder	July 15, 2024
7	In relation to Item 14 of Section A, Doors, the Parties have agreed that the Builder will rectify the door the door to the south water meter cupboard on Level 18 to ensure proper operation and reposition the emergency ceiling light, reposition the smoke detector and rectify the plaster ceiling affected by the rectification works	Builder	July 15, 2024
8	In relation to Item 16 of Section A, Sealant, the Parties have agreed that the Builder will apply a fire rated sealant to the hole at the top of the fire rated door to the Level 17 bin room	Builder	July 15, 2024
9	In relation to Items 20 and 21 of Section A, Glass Panels, the Parties have agreed that the Builder will remove all the cracked glass panels including the bedroom window to Apartment 1705 and replace with glass which complies with the Building Guide	Builder	Sept 30, 2024
10	Access The Owners will give access to the Property for the Builder and/or their sub-contractors to carry out the work under this Agreement, as long as the Builder gives the Owners one day notice.	The Parties	Ongoing
11	Communication	The Parties	Ongoing

	The Parties agree that communication, to fulfil the terms of this Agreement will be by email, between the Builder and the Facilities Manager (Summit Facilities), the details of which have been exchanged		
12	Standard of work The Builder agrees that the rectification work performed under this Agreement will be carried out in accordance with all laws and legal requirements, including but not limited to, the warranties in section 8 of the Domestic Building Contracts Act 1995, the Building Act 1993 and the regulations made under that Act.	The Builder	Not applicable
13	Confidentiality The parties agree to keep confidential the contents of this Agreement and anything said or done during conciliation.	The Parties	Ongoing
14	Release clause – Partial Agreement The parties mutually release and discharge each other from all further claims, demands, losses, suits, damages and costs of any kind, including in negligence, arising out of or in connection with the items in Section A of this Agreement: subject to the performance of the Agreement Terms set out in Section B of this Agreement; and except for the items not resolved between the parties, set out in Section C of this Agreement.	The Parties	Ongoing

Section C – Unresolved issues in dispute

Item number	Description
1.	The Parties have not reached an agreement in relation to the following Items in Section A above; Issues in dispute Items, 1, 2, 6, 7, 9, 13, 15, 17, 18, 19, 22, 23 and 24 Payment issues Items 1 and 2

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27.05.2025**Results of Special Resolution Ballot****Owners Corporations 1, 2, 4 & 8 on PS613436T
Lacrosse & M Docklands,
673 – 683 La Trobe Street Docklands 3008**

Dear Members,

On the 9th of May 2025, the Notice of Ballot was sent to all members/lot Owners with motions to pass Special resolutions outlined below with the votes being received over 14 days. The ballot closed at 5 PM on the 26th of May 2025.

We are pleased to inform members that the following three resolutions have been passed on an interim basis.

Special Resolution 1 – Adopt New Special Rules

Motion by Special resolution pursuant to section 138 of the Act, the Owners Corporation 1, 2, 4 and 8 of Plan No PS 613436 by special resolution resolves to adopt the new special rules and lodge a certified copy of the special rules by the secretaries of Owners Corporation 1, 2, 4 and 8 of Plan No PS 613436 with the Registrar in accordance with Section 142 of the Act.

Special Resolution 2 – Enforcement actions against debtors

Motion by special resolution that the Owners Corporation 1, 2, 4 and 8 of Plan No PS613436 resolved as a special resolution within the meaning of sections 18, 96 and 97 of the Act to issue debt recovery and enforcement proceedings, bankruptcy and/or winding up proceedings in a Court or Tribunal of competent jurisdiction, and that the committee is authorised to instruct the Owners Corporations' lawyers, including instructions to settle or compromise any such legal proceedings. The Owners Corporation shall do all things necessary and sign all documents as may be required to give effect to this special resolution against the following listed lots: Lot 5E13, 10E15, 17E03, 13E06, 2R, 3E07, 4E12, 5E05, 7AR, 7BR, S14, 7E01

Special Resolution 3 – Legal Action against Hamilton Marino and other associated parties

It is resolved as a special resolution within the meaning of sections 18, 96 and 97 of the Owners Corporations Act 2006 to issue legal proceedings against the builder (in external administration), building surveyor, engineers, architect, and any prospective concurrent wrongdoer for the rectification or alternatively the costs of rectification of all defects within common property of PS613436-01 and 08, and that the committee is authorised to instruct the owners corporation's lawyers in that proceeding, including instructions to settle or compromise any legal proceedings, and upon settlement or determination of such legal proceedings the owners corporation shall cause the carrying out of the rectification works and that the owners corporation shall do all things and sign all such documents as may be required to give effect to this special resolution, settlement with the builder and any concurrent wrongdoer and the carrying out of the rectification works.

Summary of Special Resolution Ballot results:

Total No. of lots of the property	525
Total No. of Lot Entitlement of the property	110418

	Eligible No. of Votes Received	% of Votes	Lot Entitlement	% of total Lot entitlement

RESOLUTION-1				
For	300	57.143%	65309	59.1471%
Against	16	3.048%	3572	3.2350%
Total - Eligible	316	60.190%	68881	62.3820%

RESOLUTION-2				
For	310	59.0476%	67838	61.4374%
Against	6	1.1429%	1120	1.0143%
Total - Eligible	316	60.1905%	68958	62.4518%

RESOLUTION-3				
For	312	59.4286%	67553	61.1793%
Against	11	2.0952%	1899	1.7198%
Total - Eligible	323	61.5238%	69452	62.8992%

OWNERS CORPORATIONS ACT 2006 - SECT 97
Interim special resolutions

- (1) If, at a meeting or by ballot, the vote in favour of a matter requiring a special resolution is at least 50% of the total votes for all lots affected by the owners corporation and the vote against the resolution is not more than 25% of those votes, the resolution is to be taken to be passed as an interim special resolution.
- (2) If the interim special resolution is passed at a meeting, notice of the interim special resolution and the minutes of the meeting at which the interim special resolution was passed must be forwarded to all lot owners within 14 days of the meeting.
- (3) If the interim special resolution is passed by ballot, notice of the interim special resolution (including the text of the resolution) must be forwarded to all lot owners within 14 days of the close of the ballot.
- (4) The notice under subsection (2) or (3) must state that the interim special resolution will become a special resolution at the end of 29 days after it was passed unless lot owners who hold more than 25% of the total votes for all the lots affected by the owners corporation petition the secretary against the resolution.
- (5) An interim special resolution becomes a special resolution of the owners corporation on the day that is 29 days after the day the interim special resolution was passed unless lot owners who hold more than 25% of the total votes for all the lots affected by the owners corporation petition the secretary against the resolution.

Note

The effect of subsection (5) is that an interim special resolution cannot be acted on for 29 days after it is passed and cannot be acted on at all if a petition is received by the secretary within that 29-day period.

Ballot Outcome:

Based on the votes received, more than 50% of total votes are in favour of the proposed special resolutions. Therefore, the Owners Corporation can confirm that all three special resolutions have been passed on an interim basis, unless 25% of total votes received against the proposed special resolution within 14 days of this notice. Otherwise, after 29 days of the closing date of the ballot all resolutions will become final special resolutions of the Owners Corporation.

We thank all owners for their support during this ballot.

Yours faithfully.

Viduni Fernando

Platinum Strata Pty Ltd

On Behalf of the Owners Corporation PS613436-01,02,04 and 08

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BA135265C

Notification of making, amendment or revocation of owners corporation rules

Section 142 *Owners Corporation Act 2006*

Privacy collection statement

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

Lodged by	Tisher Liner FC Law
Name	Phillip Leaman
Phone	(03) 8600 9333
Address	Level 6, 600 Bourke Street, Melbourne
Reference	PL: 241295
Customer code	16804R
Owners corporation number	Owners Corporation 1 Plan No. PS613436T
Plan number	PS613436T

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

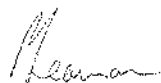
2. If applicable, the special resolution passed on 24 June 2025

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

13 February 2026

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



PHILLIP LEAMAN
 Of Level 6, 600 Bourke Street, Melbourne VIC 3000
 An Australian Legal Practitioner within the meaning of Legal
 Profession Uniform Law (Victoria)

BA135265C

The common seal of owners corporation
number:

Owners Corporation 1 Plan No. P5613436T

Plan number:

was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

Lot owner

Full name	
Address	

Lot owner

Full name	
Address	

For current information regarding owners corporation, please
obtain an owners corporation search report

Land Use Victoria
Level 1, 2 Lonsdale Street Melbourne
Melbourne VIC 3000
Telephone 03 9194 0601

Owners Corporation Rules

for

Owners Corporation 1 Plan No. PS613436T

673-683 La Trobe Street, Docklands VIC 3008

Plan of Subdivision No. PS613436T

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1. INTRODUCTION

- 1.1. These Rules are made for Owners Corporation 1 Plan No. PS613436T on Plan of Subdivision No. PS613436T and are binding from the date of registration on the Owners Corporation, the Lot Owners and Occupiers.
- 1.2. The purpose of this document is to make Lot Owners and Occupiers aware of their responsibilities to ensure that the amenity, appearance and living standards of the Buildings are maintained at premium levels.
- 1.3. All Lot Owners and Occupiers of Lots affected by the Owners Corporation are bound by these Rules. Lot Owners and Occupiers must ensure that their guests also comply with these Rules. Guests should note that in this document, a reference to "Occupier" includes guests and guests to the Lot will be personally liable for their own conduct. Occupiers of the Lot shall also be jointly and severally liable for the conduct of their non-short stay occupant guests unless a copy of these Rules have been provided to the relevant guest.
- 1.4. Owners must provide this document to their agent if a Lot is being sold or rented as these Rules apply to all purchasers and Occupiers.

2. DEFINITIONS

- 2.1. In these Rules, the terms set out below have the following meaning:

Act	means the <i>Owners Corporations Act 2006</i> (Vic) (as amended from time to time).
Building	means any building constructed on the Land.
Building Manager	means any individual person or entity engaged by or on behalf of an Owners Corporation registered at the Land for the purposes of monitoring and/or managing any Building (or part thereof) affected by the Owners Corporation.
Bulky Item	means any item or thing which reasonably requires more than one person and/or the use of a trolley or similar device in order to be moved safely.
Common Property	means all of the common property created under the Plan that is affected by the Owners Corporation, namely all of the areas marked common property 1. The common property means the Common Property as defined in the Plan of Subdivision No. PS613436T;
Commercial Lot	means a Lot used for a non-residential purpose. Where Lots are used for both non-residential and residential purposes, they are deemed to be a Commercial Lot for the purpose of these Rules.
Hard Rubbish	any large item of rubbish that cannot fit in a regular rubbish bin, including but not limited to bedding, furniture, large outdoor pots and large electrical appliances such as dishwashers, ovens, and clothes washers/dryers.
Junk Mail	means any unsolicited advertising or promotional material.

Land	means the parcel of land to which the Plan relates.
Lift	means any lift in a Building forming part of the Common Property.
Lot	means a lot affected by the Owners Corporation on the Plan and forming part of a Building. Where on the Plan, there is an interior face boundary, the private lot also consists of any internal coverings, waterproof membranes and fixtures attached to walls, floors, and ceilings.
Lot Owner	means a registered owner of a Lot.
Manager	means the Owners Corporation Manager with the delegated authority under an executed Contract of Appointment
Member	means a member of the Owners Corporation.
Moving Rubbish	means any item, good, appliance and/or furniture which an Owner and/or Occupier does not intend to keep on their Lot.
Occupier	means any person lawfully occupying or in possession of a Lot (including but not limited to a lessee or a licensee) and can include an Owner and includes guests to the Lot.
Owners Corporation	means Owners Corporation 1 Plan No. PS613436T created under the Plan of Subdivision, to which every lot owner is a member of and includes the Owners Corporation Manager and Owners Corporation Committee.
Owners Corporation Committee	means the Owners Corporation committee for the Owners Corporation as elected and/or appointed from time to time in accordance with the Act.
Owners Corporation Manager	means a manager appointed by the Owners Corporation in accordance with the Act, or if no person or company is for the time being appointed, the secretary of the Owners Corporation.
Plan	means Plan of Subdivision No. PS613436T.
Recreational Facilities	means any recreation and/or exercise facilities, rooms and/or areas on the Land being part of Common Property as determined by the Owners Corporation Committee from time to time.
Rules	means these Rules.
Security Key	means any key, swipe card or other device used to access and/or secure the Land, a Building and/or any part thereof.
Sustainability Item	means any thing that eliminates or reduces a reliance on non-sustainable energy sources and includes: (a) a solar hot water system; and (b) solar energy panels; and

- (c) a roof with colours having a particular solar absorption value.

Trading Hours	means Monday to Friday 8.00AM to 6.00PM or as otherwise designated by the Manager or Owners Corporation from time to time.
Work Approval	means an approval or consent given by the Owners Corporation in writing pursuant to Rule 8.6 of these Rules.

3. INTERPRETATION

3.1. Lot Owners and Occupiers must at all times abide by all laws and regulations set out by various federal, state and local authorities in the state of Victoria, including but not limited to the *Subdivision Act 1988* (Vic), the *Owners Corporations Act 2006* (Vic), the *Subdivision (Procedures) Regulations 2011* (Vic) and the *Owners Corporations Regulations 2018* (Vic), as amended, consolidated, re-enacted or replaced from time to time. Should these Rules be contrary to any applicable laws, those laws would supersede these Rules and must be abided by in the first instance.

3.2. In these Rules, unless the context requires otherwise:

- (a) Headings are for convenience of reference only and do not affect interpretation;
- (b) Any gender used includes all other genders;
- (c) Words importing the singular include the plural and vice versa;
- (d) An expression importing a natural person includes any company, partnership, joint venture, association or other entity;
- (e) A reference to a thing includes part of that thing; and
- (f) A reference to a document includes an amendment or supplement to, or replacement of, that document.

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

THE RULES

4. Insurance

4.1. Without the prior written consent of the Owners Corporation (which consent may be given or withheld in its sole discretion and with or without conditions), a Lot Owner and/or Occupier must not do or permit to be done anything within their Lot or on the Common Property that may invalidate, suspend or increase the premiums for or render void or voidable any insurance policy that the Owners Corporation is required to obtain and maintain or has obtained in respect of the Building and/or the Land.

- 4.2. A Lot Owner and/or Occupier must reimburse the Owners Corporation on demand any additional insurance premium payable by the Owners Corporation because of the use of the Lot Owner's Lot or because of any acts and/or omissions by the Lot Owner or Occupier.
- 4.3. A Lot Owner and/or Occupier must give written notification to the Owners Corporation if the Lot Owner or Occupier changes the existing use of the Lot in a way that will affect any insurance premiums payable by the Owners Corporation.
- 4.4. The Owners Corporation may levy a Lot Owner a fee to cover the cost of any of the following:
 - (i) an excess amount or an increased premium resulting from or attributable to an insurance claim, if the claim is caused by a culpable or wilful act or the gross negligence of a Lot Owner or Occupier;
 - (ii) damage to the Common Property that is caused by a Lot Owner or Occupier where either (i) the damage is not covered by insurance; or (ii) the cost of the damage is less than the excess amount that would have been payable on an insurance claim in relation to the damage; or
 - (iii) an excess amount on an insurance claim if the claim solely relates to a Lot Owner's Lot.

5. Health, Security and Safety

5.1. *Health, Safety and Security of Lot Owners, Occupiers of Lots and Others*

- (a) A Lot Owner and/or Occupier must not use the Lot or the Common Property, or permit it to be used, so as to cause a hazard to the health, safety and security of another Lot Owner, Occupier, or user of another Lot.
- (b) A Lot Owner and/or Occupier must notify the Owners Corporation or the Building Manager of any hazard to the health, safety and security of another Lot Owner, Occupier or user of another Lot of which they become aware.
- (c) A Lot Owner and/or Occupier must secure a Lot when it is unoccupied and comply with the Owners Corporation's and the Building Manager's reasonable directions about a Building's security.
- (d) A Lot Owner and/or Occupier must not facilitate any person's entry to any part of a Building and/or the Land to which Lot Owners and/or Occupiers do not ordinarily have access (including but not limited to any plant room, machinery room, lift shaft or similar area) without the prior written approval of the Owners Corporation Committee or Building Manager, such approval not being unreasonably withheld.
- (e) A Lot Owner or Occupier must not:
 - (i) use or permit a Lot to be used in a manner that would contravene any planning regulations as listed under the *Planning and Environment Act 1987*, requirements or restrictions placed on the Plan of Subdivision from time to time;

- (ii) install an intruder alarm that emits an audible signal unless the audible signal ceases after no more than 5 minutes from activation; or
 - (iii) do anything or permit something to be done that may adversely affect the safety or security of a Building, the Common Property, any Lot or any person in or about the Building, the Common Property or Lot.
- (f) A Lot Owner or Occupier who is present on any part of the Land and/or in a Building at the time that any emergency drill commences must participate in any emergency drill in a Building of which the Owners Corporation or Building Manager gives reasonable notice, unless the Lot Owner or Occupier has reasonable excuse not to participate.
- (g) A Lot Owner or Occupier must evacuate a Building immediately and in accordance with the directions of any representative or agent of the Owners Corporation or the Building Manager when informed of an actual or suspected emergency.
- (h) A Lot Owner or Occupier must promptly notify the Owners Corporation or the Building Manager in writing of any breakage or defect in any common property services of which they become aware, including but not limited to water pipes, air-conditioning ducts or equipment, electrical and light fittings and services and fire equipment.
- (i) A Lot Owner or Occupier must not give, and must not cause nor permit to be given, any Junk Mail to any other Lot Owner, Occupier and/or person on the Land (howsoever given, including but not limited to the placing of Junk Mail in a letterbox, beneath a door and/or on any part of a vehicle).
- (j) A Lot Owner or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance by the Lot Owner or Occupier, or any invitee of the Lot Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

5.2. Security Keys

- (a) A Lot Owner and/or Occupier must take all reasonable steps to not lose or damage any Security Key.
- (b) A Lot Owner and/or Occupier, as soon as reasonably practicable, must promptly notify the Owners Corporation Committee in writing if a Security Key is lost, damaged or destroyed.
- (c) Lot Owners and Occupiers must not duplicate the Security Key or permit it to be duplicated without prior written consent from the Owners Corporation and must take all reasonable precautions to ensure that the Security Key is not lost or stolen.

5.3. Storage of flammable liquids and other dangerous substances and materials

- (a) Except with the prior written approval of the Owners Corporation, which shall not be unreasonably withheld, a Lot Owner or Occupier must not use, store or accumulate on the Lot including storage cages or on the Common Property:
 - (i) any flammable chemical, liquid or gas or other flammable material; or
 - (ii) any matter or substance that is likely to cause fire, danger to life or danger to property.
- (b) Rule 5.3(a) does not apply to:
 - (i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes and stored in domestic quantities; or
 - (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine and/or used to maintain, service and/or clean a motor vehicle.

5.4. Waste disposal

An Owner and/or an Occupier must:

- (a) make sure that the storage and disposal of garbage, refuse or waste does not adversely affect the health, hygiene or comfort of any other Owner or Occupier or user of the Land;
- (b) not deposit or throw garbage, refuse or waste onto the Common Property except into a receptacle or area specifically provided for that purpose and/or as per any directions given by the Owners Corporation Committee in writing;
- (c) remove, at the cost of the Owner or Occupier, any Moving Rubbish and Hard Rubbish the Owner or Occupier brings or causes to be brought onto the Land and must not leave any Moving Rubbish nor any Hard Rubbish in any rubbish disposal area on the Land; and
- (d) dispose of garbage in the manner specified by the Owners Corporation from time to time and in that regard:
 - (i) all garbage and waste while stored awaiting removal must be secured in a suitable package or container designed for that purpose;
 - (ii) an Owner and an Occupier must periodically clean and deodorise that package or container to prevent smells emanating from it causing any disturbance to any other person;
 - (iii) an Owner and an Occupier must keep within a Lot hidden from the view from the Common Property or other Lots or from outside the Land that package or container unless a designated place for keeping garbage containers has been established on Common Property or has, with the prior written approval of the Owners Corporation, been established on a Lot;

- (iv) all glass items of garbage or refuse must be completely drained of all liquids, be cleaned and must be deposited in unbroken condition in the area designated for those items by the Owners Corporation;
- (v) all recyclable items, including but not limited to paper, cardboard and plastic as from time to time nominated by the Owners Corporation, must be stored in the area designated for those items by the Owners Corporation; and
- (vi) all cardboard boxes and similar packaging must be broken down, tied with string, and neatly packed in the garbage area.
- (vii) All chemical cleaning products are disposed of in the manner prescribed for the product and must be secured in a suitable package or container designed for holding the product.
- (viii) All chemical cleaning products are not to be left on the common property or placed within the recycling bin. Where a chemical cleaning product is spilt on the common property, the relevant Lot Owner and/or Occupant or agent thereof is responsible for the removal of the product, reinstatement of the common property and any associated cost.
- (ix) All cardboard boxes must be compressed and disposed of in the cardboard skip on the ground floor.

5.5. Fire safety and emergency services

- (a) A Lot Owner and any Occupier must not interfere, obstruct or tamper with any fire or emergency equipment.
- (b) A Lot Owner and any Occupier must not keep or leave open or permit to be kept or left open any security / fire doors, and must not obstruct any fire stairs or fire escape.
- (c) A Lot Owner and/or any Occupier must ensure that all fire safety equipment in their Lot is properly maintained and tested, including but not limited to ensuring that:
 - (i) all smoke detectors and fire equipment installed in the Lot are properly maintained and tested (excludes sprinklers linked to the main building system);
 - (ii) the front door to the Lot is maintained in accordance with the fire regulations as a fire door and that no additional locks, chains, deadlocks or peepholes are installed which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations, without the prior written approval of the Owners Corporation;
 - (iii) all such fire equipment complies with all statutory and other requirements relating to fire and fire safety in respect of the Lot; and

- (iv) ensure that all accessible doors, windows and balcony glass are properly maintained.
- (d) If a Lot Owner or Occupier causes any emergency service (including but not limited to any public or private fire, police, security and/or ambulance service) to attend the Land, a Building and/or any part thereof for any reason other than that Lot Owner or Occupier reasonably believes the attendance of that service is appropriate for the purposes of dealing with any emergency or reasonably suspected emergency, then that Lot Owner or Occupier who, by themselves or their guest, causes any such attendance by an emergency service is liable for and must indemnify the Owners Corporation and pay all fees, charges and/or costs (if any) of that emergency service arising out of and/or in connection with the attendance.
- (e) Without limitation and for the purposes of Rule 5.5, a Lot Owner or Occupier is deemed to cause any emergency service to attend the Land, a Building and/or any part thereof where that Lot Owner or Occupier (whether deliberately, negligently or accidentally) or fails to maintain a fire alarm which leads to an emergency service attending the Land, a Building and/or any part thereof in circumstances where there is no emergency reasonably requiring the attendance of that emergency service.
- (f) For the purpose of Rule 5.5(f), the Owners Corporation is not required to provide any notice to the Occupier of a Lot in the case of an emergency. For the purposes of Rule 5.5, 'emergency' includes, but is not limited to:
 - (i) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
 - (ii) a leak or a similar problem requiring prompt attention;
 - (iii) cracking or a similar structural problem likely to affect the immediate safety of a building or any person;
 - (iv) an actual or reasonably foreseeable outbreak of fire, or the presence of an unattended item or substance which poses a serious risk of causing or substantially accelerating an outbreak of fire (by way of example *only*: an open container of petrol or gas left exposed and unattended on a balcony); and/or
 - (v) as otherwise determined by the Act or the law.

6. Committees and Sub-Committees

6.1. *Management and Administration of Common Property and Services*

- (a) The Owners Corporation will manage and administer the Common Property and the Services, except to the extent delegated to a Manager or the Committee.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Lot Owner or Occupier an amount that

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.

- (c) 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.
- (d) Rule 6.1(b) does not apply if the concession or rebate: -
 - (i) 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
 - (ii) is paid directly to the Lot Owner or Occupier as a refund.

6.2. Functions of Manager appointed by the Owners Corporation

- (a) All Owners and Occupiers are on notice that the Owners Corporation is a statutory body, made up of the Owners of all the Lots at the Property from time to time. Between Annual General Meetings of the Owners Corporation, the elected Committee makes decisions on the Owners Corporation's behalf. The Owners Corporation may appoint a registered Manager from time to time to assist it with its functions. The Manager is a service provider to the Owners Corporation and acts upon the direction and instruction of the Committee of the Owners Corporation.
- (b) A Manager may carry out all functions delegated to it by the Owners Corporation.

6.3. Owners Corporation Committee

- (a) Subject to clause 6.3(b), the Owners Corporation may make a rule requiring that a majority of the members of the committee of the Owners Corporation consent to a proxy of a member (authorised under section 89C of the Act) voting at committee meetings.
- (b) A rule made under clause 6.3(a) only applies if the proxy-holder has not been elected or co-opted as a member of the committee.
- (c) If a rule under subsection clause 6.3(a) is in effect, the consent must not be unreasonably withheld.

6.4 Functions, powers and reporting of committees and sub-committees

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

7. Use of Common Property

7.1. Proper use of Common Property

- (a) A Lot Owner and Occupier must not:
- (i) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
 - (ii) without the prior written approval of the Owners Corporation, use for his/her/its own purposes any portion of the Common Property (any such approval granted under this Rule 7.1(a)(ii) may state a period for which the approval is granted);
 - (iii) use or permit to be used any part of the Common Property for a purpose other than the purpose for which it is properly available or which purpose is designated by the Owners Corporation and without limitation an owner and occupier must not keep any animal on the Common Property;
 - (iv) hold or cause to be held any auction sale on any part of the Common Property and without obtaining the prior written approval from the Owners Corporation;
 - (v) use or permit to be used any part of the Common Property in a way that will adversely affect any insurance premiums payable by the Owners Corporation;
 - (vi) other than in an area of the Common Property designated for the consumption of food and/or any beverage, consume any food and/or beverage in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the Common Property;
 - (vii) use any part of the common property for any trade or business, without the prior written consent of the Owners Corporation;
 - (viii) in the case of any person over 18 years of age, use or permit to be used any bicycle (including electric), scooter (including electric), roller blades / skates, skateboard, ball of any type and/or any other sport equipment on the Common Property or any part thereof unless it is in the course of supervising a person under 18 years of age, including but not limited to car parking areas, driveways, and access pathways;
 - (ix) in the case of any person over 18 years of age and except for the purpose of parking a bicycle in a designated parking area or in a Lot, bring or permit to be brought any bicycle into any of the following areas on the Land and/or in a Building: foyers, stairwells, lifts, hallways, garden areas, walkways, balconies situated within the Common Property and/or other parts of the Common Property as may be designated by the Owners Corporation from time to time; and
 - (x) without the prior written approval of the Owners Corporation, place and/or allow to be placed any signs on Common Property (for example *only*: real estate auction / sale signage).

7.2. Vehicles and parking areas

(a) A Lot Owner and/or Occupier must not, except in the case of an emergency involving the police, fire brigade or other emergency authority:

- (xi) park or leave a vehicle nor allow a vehicle to be parked or left:
 - A. in a parking space allocated for use by the Lot Owner and/or Occupier of another Lot or a visitor to any Lot;
 - B. on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot or the Common Property;
 - C. in any place on the Common Property other than a parking space situated on Common Property and specified for that purpose by the Owners Corporation; or
 - D. in a parking space designated by the Owners Corporation for disabled parking unless the vehicle displays at all times when parked in that parking space a current parking permit for disabled persons issued by a municipal council
- (xii) use or permit to be used any part of a Lot designated or designed to be used as a parking space for any purpose which adversely affects any other Lot Owner and/or Occupier;
- (xiii) wash any vehicle on the Land other than in a space allocated for that purpose by the Owners Corporation;
- (xiv) carry out any work or permit to be carried out any work on a vehicle in a parking space or anywhere on Common Property other than minor maintenance and/or repairs essential to the safe operation of the vehicle (including without limitation replacing or charging car batteries, changing tyres and/or topping up oil or water);
- (xv) allow a visitor to park a vehicle in any visitors parking spaces on Common Property for a period exceeding the time stated on visitor parking times signage which may be amended from time to time; or
- (xvi) grant a lease or other right to use a parking space forming part of a Lot to anyone other than another Lot Owner and/or Occupier.

(b) Subject to Rule 7.2(c), a Lot Owner and/or Occupier must ensure any vehicle parked within a car space belonging to that Lot Owner and/or Occupier is parked wholly within the marked boundaries of that car space, with no part of the vehicle extending beyond the said marked boundaries.

(c) If a Lot Owner and/or Occupier wishes to park a vehicle which is longer or wider than the dimensions of the car space in which the Lot Owner and/or Occupier proposes to park that vehicle ("**Oversized Vehicle**"), then the Lot Owner and/or Occupier must apply in writing to the Owners Corporation Committee for approval to park in the car space. The Owners Corporation must assess any such application as soon as reasonably practicable, and must not grant authorisation until:

- (i) the applicant Lot Owner and/or Occupier has provided to the Owners Corporation written details of:
 - A. the dimensions and precise location of the car space in which the Lot Owner and/or Occupier proposes to park the Oversized Vehicle; and
 - B. the dimensions of the Oversized Vehicle.
 - (ii) it has made reasonable efforts to contact and hear from any Lot Owner and/or Occupier who will reasonably be affected by such authorisation, including but not limited to any Lot Owner and/or Occupier whose Lot includes a car space adjoining the car space in which the oversized vehicle, if authorised, will or may be parked;
 - (iii) it has determined authorisation will not unduly impact the safe movement of any vehicle and/or person on the Land; and
 - (iv) any other procedures, as may be prescribed from time to time in writing by the Owners Corporation Committee, for determining authorisation of an Oversized Vehicle have been performed.
- (d) If authorisation of an Oversized Vehicle is granted, that authorisation cannot be revoked unless and until:
- (i) the Lot Owner and/or Occupier states in writing to the Owners Corporation Committee that the authorised Oversized Vehicle will no longer be parked on the Land;
 - (ii) the Lot Owner and/or Occupier no longer owns and/or occupies the Lot; or
 - (iii) the Owners Corporation Committee reasonably determines that the Oversized Vehicle poses an undue risk to the safety of any person and/or causes undue inconvenience to any other Lot Owner and/or Occupier, by which the risk of safety and/or cause of inconvenience could not have been reasonably anticipated at the time the Lot Owner and/or Occupier applied for authorisation of the Oversized Vehicle.
- (e) If a vehicle is leaking any fluid and/or is in such poor condition as to represent a risk of harm to any person, Building, Lot or the Common Property, a Lot Owner and/or Occupier must not cause or allow that vehicle to be parked or kept at any time on a Lot or Common Property unless it is for the purpose of immediately performing minor maintenance and/or repairs to halt the fluid leak and/or eliminate the risk of harm to any person, Building, Lot or the Common Property.
- (f) A Lot Owner and/or Occupier must not drive or operate or allow any visitor to drive or operate any vehicle on Common Property:
- (i) in an unsafe manner; and/or
 - (ii) in excess of any speeds posted on signs on the Common Property by the Owners Corporation and in the absence of any speed signs in excess of 20kph.

- (g) A Lot Owner and/or Occupier must not permit or allow any build up or discharge of any oil or other substance from any vehicle parked on a parking space allocated to that Lot Owner and/or Occupier, and must promptly clean surfaces where oil and other substances from vehicles parked have been left on a parking space.

7.3. Damage to the Common Property

- (a) A Lot Owner or Occupier must not:
- (i) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval of the Owners Corporation, which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject; and
 - (ii) mark, paint, drive a nail through or into, screw into or otherwise deface, penetrate or damage a structure that forms part of the Common Property.
- (b) A Lot Owner and/or Occupier must not without first obtaining a Works Approval, as defined in Rule 8.5:
- (i) manage, arrange and/or carry out any domestic building work, as defined in the *Domestic Building Contracts Act 1995* (Vic), to any Lot, Common Property, Building and/or any part thereof;
 - (ii) interfere with, alter or modify any Common Property or any of the common services in a Building or the operation of any plant and equipment owned by the Owners Corporation installed on the Common Property or running through a Lot including heating or ventilation systems or associated ducting, pipes, wires or cables or associated ancillary equipment including equipment providing intercom, television, telephone, data or other communication services, power services, water, gas, drainage or sewerage services to the Common Property or a Building or other Lots; or
 - (iii) mark, paint or otherwise damage, deface or alter the Common Property.
- (c) A Lot Owner and/or Occupier must promptly notify the Owners Corporation in writing of:
- (i) any accident on the Common Property; and
 - (ii) any damage to, or defect in, the Common Property or a Building;
- which comes to their attention.
- (d) A Lot Owner and/or Occupier must pay to the Owners Corporation Manager, Building Manager and/or the Owners Corporation, on demand:
- (i) any loss, damage, cost, expense and/or reasonable fees incurred by the Owners Corporation Manager, Building Manager and/or the Owners

Corporation in rectifying the damage to the Common Property, including legal costs on a solicitor-client basis; and

- (ii) a reasonable estimate of the costs that the Owners Corporation, Building Manager and/or the Owners Corporation Manager may incur or fees the Owners Corporation Manager, Building Manager and/or Owners Corporation may charge the Lot Owner and Occupier on account of those fees or costs;

in respect of:

- (iii) any request made by the Lot Owner and/or Occupier for the Owners Corporation to give an approval;
 - (iv) a breach by the Lot Owner and/or Occupier of the *Act*, the Regulations or the Rules;
 - (v) any damage caused by the Lot Owner and/or Occupier or their invitees to the Common Property; and/or
 - (vi) the Lot Owner and/or Occupier failing to pay, when due, any amount payable to the Owners Corporation.
- (e) The Owners Corporation, Building Manager and the Owners Corporation Manager may only waive their right to demand payment of an amount payable under this Rule 7.4 if the Owners Corporation, Building Manager or the Owners Corporation Manager expressly states in writing that the amount is not and will not be payable.

7.4. *Pets*

- (a) Pets must be registered according to local and state regulations including having certificates for usual vaccinations.
- (b) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, a Lot Owner, Occupier, or a Lot, it must give reasonable notice of this resolution to the Lot Owner or Occupier who is keeping the animal. For the purpose of Rule 7.5(b), the Owners Corporation Committee may at any time produce and amend a policy which deems how and when a pet may be considered a danger or is causing a nuisance to the Common Property, a Lot Owner, Occupier, or a Lot.
- (c) A Lot Owner or Occupier who is keeping an animal that is the subject of a notice under Rule 7.5(b) must remove that animal.
- (d) Rules 7.5(b) and (c) do not apply to an animal that assists a person with an impairment or disability. Upon reasonable request, the Owners Corporation may seek confirmation that an animal assists a Lot Owner or Occupier with an impairment or disability, including but not limited to a medical certificate and/or a statutory declaration from an authorised medical practitioner.
- (e) A Lot Owner or Occupier must control animals on Common Property including leashing dogs or cats.

- (f) If an animal under the control of a Lot Owner or Occupier damages the Common Property (including any soiling), that Lot Owner or Occupier must take reasonable measures to:
 - (i) return the affected Common Property substantially to the state prior to the damage including to the state of required health and safety standards; or
 - (ii) immediately inform the Owners Corporation or Building Manager about the damage.
- (g) A Lot Owner and/or Occupier is liable for all costs reasonably incurred by any party arising out of and/or in connection with any damage or inconvenience caused by an animal owned and/or controlled by that Lot Owner and/or Occupier.
- (h) A Lot Owner and/or Occupier shall not otherwise feed (or leave or provide food for) wild animals, including birds on any part of the Common Property.

7.5. Moving Bulky Items

A Lot Owner and/or Occupier:

- (a) must notify the Building Manager in writing and make the necessary arrangements with the Manager not less than two clear business days before moving Bulky Items through Common Property;
- (b) must, at his/her/its own cost, comply with the Building Manager's reasonable directions regarding the movement of Bulky Items through Common Property. For example, the Building Manager may direct the Owner or Occupier to install protection for walls, doors or railings or may direct a specific path of travel for movement of Bulky Items;
- (c) must not prop open any security doors or automatic door closing devices when moving Bulky Items through Common Property unless the Building Manager has provided prior written consent and then only in accordance with any reasonable conditions the Building Manager sets in that regard; and
- (d) must reimburse to the Owners Corporation on demand all costs the Owners Corporation reasonably incurs for the purpose of protecting the Common Property and/or as a result of any damage caused to Common Property by the movement of Bulky Items through Common Property by an owner and/or Occupier or by anyone on their behalf.

8. Use of Lots

8.1. Short Stay

- (a) It is prohibited to use a lot as short-stay accommodation (i.e. an Owner or Occupier must not lease, license, rent, offer for use or otherwise deal with a Lot or permit a lot to be leased, sub-leased, licensed, rented, hired, offered for use or otherwise dealt with) for any continuous period less than 28 calendar days. This rule shall not apply to prohibit persons who may not be prohibited under Item 5.5 of Schedule 1 of the Owners Corporations Act 2006 (as amended from time to time).

- (b) A Lot Owner must not and must ensure that any lot occupier does not place or install a lock box on or in the common property.
- (c) A Lot Owner must not and must ensure that any lot occupier does not leave any key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property (Registered Key) in the mailbox or in any unsecured location or in a key safe.

8.2. Infestation

- (a) A Lot Owner and/or Occupier must take all reasonable steps at their own expense to ensure that the Lot does not become infested by pests.
- (b) If a Lot Owner and/or Occupier is aware that the Lot has a pest infestation, then the Lot Owner and/or Occupier must immediately take all reasonable steps at their own expense to eliminate any pest infestation from the Lot.
- (c) If a Lot Owner and/or Occupier is aware that a pest infestation within the Lot has spread to any other Lot and/or the Common Property, the Lot Owner and/or Occupier must take all reasonable steps to eliminate the same and must notify the affected owner(s).
- (d) A Lot Owner and/or Occupier must immediately notify the Owners Corporation once becoming aware of a pest infestation anywhere at the Property that may affect another Lot or the Common Property.

8.3. Cleanliness and Condition

- (a) A Lot Owner and/or Occupier must, at his/her/its own expense, keep the Lot clean and in good repair and condition including any balcony, window blinds, awnings and other things visible and/or could otherwise be smelled from outside the Lot and which a Lot Owner and/or Occupier may be permitted at anytime to keep or install on a Lot.
- (b) For the avoidance of doubt, a Lot Owner and/or Occupier must ensure any foul-smelling items, waste and/or garbage are stored in such a way as they cannot be seen or smelled from outside of the Lot in which they are stored.
- (c) No object (including but not limited to flower pots, cups and glassware) may be placed on the balcony and/or balcony balustrade of any Lot, where it is possible for it to fall or be blown away from the balcony, without the prior written approval of the Owners Corporation. Any loss, damage and/or inconvenience caused by an object which falls from a balcony and/or balcony balustrade is the sole responsibility of the Lot Owner and/or Occupier from whose balcony the object fell, and that Lot Owner and/or Occupier must indemnify any party who has suffered such loss, damage and/or inconvenience for all costs arising out of and/or in connection with same, including but not limited to legal costs.
- (d) Any loss, damage and/or inconvenience caused by an object which is dropped, falls and/or is blown from one Lot to another and/or to Common Property is the sole responsibility of the Lot Owner and/or Occupier from whose balcony the object was dropped, fell and/or was blown, and that Lot Owner and/or Occupier must indemnify any party who has suffered such loss, damage and/or

inconvenience for all costs arising out of and/or in connection with same, including but not limited to legal costs.

- (e) As far as reasonably practicable, clothes drying racks may only be kept on balconies when in use, for the purpose of drying clothes.
- (f) A Lot Owner and/or Occupier must ensure that all Lots are not occupied (that is on a temporary or permanent basis and excluding day visitors) by more than a permitted amount of occupants, being as follows:-
 - (i) That 2 bed apartments are not occupied by more than 4 people; and
 - (ii) That 1 bed apartments are not occupied by more than 2 people.
- (g) A Lot Owner and/or Occupant must ensure that when cooking within the Lot that balcony doors are open and the range hood is operating to ensure adequate ventilation.

8.4. Appearance and Interference

- (a) A Lot Owner and/or Occupier must not without first obtaining the prior written approval of the Owners Corporation:
 - (i) maintain inside a Lot anything visible from outside that Lot that is not in keeping with the rest of the Building in which the Lot is located;
 - (ii) display inside or attached to a Lot any offensive material which is visible from outside of that Lot, including but not limited to any material which uses words or pictures of a sexual, violent, discriminatory and/or obscene nature;
 - (iii) operate on a Lot any device or electronic equipment which interferes with any device or electronic equipment lawfully in use on the Common Property or another Lot; and/or
 - (iv) install or permit to be installed in a Lot of any window furniture visible from outside the Lot other than cream in colour, including but not limited to newspaper and aluminium foil; and/or
 - (v) install or permit to be installed any keypads, doorbells or peepholes to any external door of the lot.
- (b) A Lot Owner and/or Occupier must not:
 - (i) place any washing, towel or other article on the Common Property or on a Lot (including over the balcony and/or fence) so as to be visible from the Common Property or from outside of the Building in which the Lot is located; and/or
 - (ii) throw any rubbish, cigarette butts, cigarette ash and/or any other items of any nature onto the Common Property or another Lot.
- (c) The Owners Corporation:

- (i) may make rules in respect of proposed works to renovate or alter the external appearance of a lot:
 - A. to protect the quiet enjoyment of all other lots and the common property during those works; and
 - B. to protect the structural integrity of any building on the plan of subdivision from those works; and
 - C. to ensure the market value of any lot does not decrease as a result of those works.
- (ii) cannot unreasonably prohibit the installation of a Sustainability Item on the exterior of a Lot, including by prohibiting the installation of a Sustainability Item only on aesthetic grounds;
- (iii) may require that the location of a Sustainability Item, or the works involved in installing a Sustainability Item, must not unreasonably disrupt the quiet enjoyment of other Lot Owners or Occupiers or impede reasonable access to, or the use of, any other Lot or the Common Property; and
- (iv) may impose reasonable conditions on the installation of a Sustainability Item on the exterior of the Lot related to the colour, mounting and location of the Sustainability Item provided that these conditions do not increase the cost of installing the Sustainability Item or reduce its impact as a Sustainability Item.

8.5. **Works or Modifications**

- (a) A Lot Owner and/or Occupier must obtain a Works Approval as described by Rule 8.5 and must follow the Renovation / Works Guidelines (being **Attachment 1** to the Rules) prior to, while performing, and upon completion of any building work to an interior and/or exterior area of a Lot.
- (b) Without limiting Rule 8.4(a) above:
 - (i) a Lot Owner and/or Occupier must not without first obtaining the prior written approval of the Owners Corporation in accordance with Rules 8.3 and 8.5:
 - A. make any alterations to the exterior of a Lot or to any structural or load bearing part of a Lot;
 - B. attach to or hang from the exterior of a Lot (including the roof) any aerial, wires, pipe, conduit, screen or other thing;
 - C. install any air conditioning unit on the Common Property or in a Lot other than in a place nominated by the Owners Corporation;
 - D. install on a Lot any security door, washing line, door flyscreen, shade cloths, coverings, blinds, window tint, screens or awnings;

- E. paint, finish or otherwise alter the external façade of a Building or the external appearance of their Lot;
 - F. change the colour or tint of any window in a Lot;
 - G. make any modifications to any services or systems in a Lot connected to other Lots or Common Property when the modification may affect the operation of those services or systems in other Lots or on Common Property; or
 - H. install on the exterior of a Lot any locking or safety device to protect the Lot against intruders or a screen or barrier to protect the entry of animals or insects (which must be kept in good order and repair).
- (ii) a Lot Owner and/or Occupier must not make any alterations to the exterior of a Lot or to any structural or load bearing part of a lot without first obtaining written approval from the Owners Corporation.
- (iii) a Lot Owner and/or Occupier must not make any alterations or renovate the exterior appearance of a lot which will have the effect of a decrease in the market value of any other Lot as a result of those works. If the Owners Corporation considers it necessary, the Lot Owner and/or Occupier proposing the works must submit a valuation from a reputable valuer to confirm that the value of other Lots will not decrease as a result of the proposed works.
- (iv) in connection with works approved under Rule 8.4, a Lot Owner and/or Occupier must:
- A. carry out those works in accordance with the requirements of all applicable laws;
 - B. carry out those works in accordance with the lawful requirements of all authorities who have jurisdiction over the works or the Lot;
 - C. complete the works promptly once they have been started;
 - D. carry out the works in a proper tradesman like manner; and
 - E. carry out the works in accordance with the conditions set by the Owners Corporation in connection with its approval of the works, including but without limitation any conditions set regarding the hours between which those works may be carried out.
- (v) A Lot Owner and/or Occupier must, on completion of works referred to in Rule 8.4, must promptly give to the Owners Corporation:
- A. copies of all occupancy permits, certificates of final inspection and any other relevant certificate and/or permit which should be issued in respect of those works in accordance with any law; and

- B. one set of as-built plans in respect of those works.
- (vi) An approval under Rule 8.4 may state that approval will lapse after a period of time and may specify conditions to which the approval is subject.
- (c) The Renovation / Works Guidelines at **Attachment 1** are to be read in harmony with Rule 8.4(b). If there is any inconsistency between the Renovation / Works Guidelines and Rule 8.4(b) and/or any other Rule(s), then the terms of the Renovation / Works Guidelines shall prevail to the extent of any such inconsistency. The Guidelines are deemed to form part of these Rules.

8.6. **Works Approval**

Works Request

- (a) If a Lot Owner and/or Occupier wishes to manage, arrange and/or carry out any domestic building work to a Lot, as defined in the *Domestic Building Contracts Act 1995* (Vic), which may affect the common property and/or other Lot Owners' or Occupiers' enjoyment of the common property, then a request by a Lot Owner and/or Occupier for a Works Approval for that domestic building work ("**Works Request**") must be made in writing to the Owners Corporation Committee and must include all documents required to be given for approval under the Renovation / Works Guidelines at **Attachment 1** of the Rules and, upon written request by the Owners Corporation Committee any of the following additional documents and/or information:
 - (i) copies of full plans, specifications and engineering computations relating to the proposed works;
 - (ii) copies of all planning and building permits required by law to be held in respect of those works;
 - (iii) (if reasonably practicable) the name and contact details of each builder, contractor and/or tradesperson whom the Lot Owner and/or Occupier proposes is to carry out the relevant works. The name and contact details are not required for any person and/or entity acting in the capacity of an agent, employee or subcontractor of a person or entity whom the Lot Owner and/or Occupier will engage or has already engaged to perform the work the subject of the relevant Work Approval;
 - (iv) (if applicable) a dilapidation survey of all the neighbouring Lots and Common Property, including without limitation an assessment of the likely impact of undertaking and completing the works; and
 - (v) all other information or materials reasonably required by the Owners Corporation Committee including any valuation required under Rule 5.4 (b) (iii).
- (b) The Owners Corporation may advise a Lot Owner and/or Lot Occupier in writing that it does not require some or all of the information specified in the Renovation / Works Guidelines at **Attachment 1** of the Rules.

Procedure for assessing Works Request

- (c) Upon receipt of a Works Request, the Owners Corporation Committee must promptly, within 21 calendar days, determine whether the works which are the subject of the Works Request ("**Proposed Works**") will alter the external appearance of the relevant Lot. Failure by the Owners Corporation to determine whether the Proposed Works will alter the external appearance of the relevant Lot will result in there being a deemed determination by the Owners Corporation that the Proposed Works will not alter the external appearance of the relevant Lot.
- (d) If the Owners Corporation Committee determines the Proposed Works will not alter the external appearance of the relevant Lot (or it is deemed to be determined that the Proposed Works will not alter the external appearance of the relevant Lot), then the Owners Corporation Committee must within 21 calendar days of that determination:
 - (i) grant or refuse the Works Approval; and
 - (ii) if it refuses the Works Approval, provide written reasons to the relevant Lot Owner and/or Occupier for the refusal.
- (e) If the Owners Corporation Committee determines the Proposed Works will alter the external appearance of the relevant Lot, then the following procedure applies:
 - (i) within seven (7) calendar days of making that determination, the Owners Corporation Committee must provide:
 - A. a written notice of that determination (including reasons) to the relevant Lot Owner and/or Occupier; and
 - B. a full copy of the Works Request, together with any further information/documents provided by the Lot Owner and/or Occupier in respect of same, to the Owners Corporation Committee;
 - (ii) the Owners Corporation Committee must promptly (and in any case, within 21 calendar days of receiving a full copy of the Works Request, together with any further information / documents provided by the Lot Owner and/or Occupier in respect of same) give a written notice to the relevant Lot Owner and/or Occupier of its determination (including reasons) as to whether the Proposed Work is acceptable.
 - (iii) If the Owners Corporation Committee fails to give written notice of its determination within the required time (within 21 calendar days of receiving a full copy of the Works Request, together with any further information / documents provided by the Lot Owner and/or Occupier in respect of same) then the Owners Corporation Committee will be deemed to determine that the Proposed Works altering the external appearance of the relevant Lot are acceptable;
 - (iv) Within 21 days upon receipt of the Owners Corporation Committee's written notice or deemed determination, the Owners Corporation Committee must promptly:

- A. grant or refuse the Works Approval; and
 - B. if it refuses the Works Approval, provide written reasons to the relevant Lot Owner and/or Occupier for the refusal.
- (f) If the Owners Corporation Committee fails to grant or refuse the Works Approval within the required time, as set out in Rules 8.5(c), (d) and (e), the Works Request is deemed to be granted.
- (g) At any time while assessing the Works Request, the Owners Corporation Committee may:
- (i) require the Lot Owner and/or Occupier to provide the Owners Corporation with further information that the Owners Corporation Committee considers reasonably necessary; and/or
 - (ii) require the Lot Owner and/or Occupier to provide the contractors risks insurance policies or any other form of insurances with respect to the proposed works.

Works Approval

- (h) Except in the case of a deemed Works Approval under Rule 8.5, a Works Approval will not be regarded as given unless it is in writing and expressly:
- (i) states that it is a Works Approval given under Rule 8.5;
 - (ii) describes the works to which it applies, including but not limited to any specific limitation(s);
 - (iii) states a period for which the approval is granted (if any); and
 - (iv) specifies the conditions to which the approval is subject (if any).

Performance of Work the subject of Works Approval

- (i) For any Requested Works which are the subject of a Works Approval, the relevant Lot Owner and/or Occupier must:
- (i) carry out those works strictly in accordance with the requirements of all applicable laws;
 - (ii) complete the works promptly once they have been started;
 - (iii) carry out the works in a proper tradesman-like manner;
 - (iv) carry out the works in accordance with the conditions set by the Owners Corporation Committee in connection with its approval of the works including any conditions set regarding the hours between which those works may be carried out;
 - (v) provide copies to the Owners Corporation Committee of any insurance policies that the Lot Owner and/or Occupier must take out; and

- (vi) ensure at all times that such approved works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Lot Owners and/or Occupiers or others lawfully using Common Property.
- (j) For any Requested Works which are the subject of a Works Approval, the Lot Owner and/or Occupier must ensure that they and their employees, agents and contractors undertaking works observe the following restrictions in respect of the works:
 - (i) scaffolding must not be erected on the Common Property unless expressly permitted in the relevant Works Approval;
 - (ii) the Common Property must at all times be maintained in a clean, tidy and safe state;
 - (iii) any construction vehicles and construction workers' vehicles associated with the Works Approval may only be left in:
 - A. the car parking space(s) comprising part of the relevant Lot in respect of which the approved works are to be performed; and/or
 - B. visitor car parking spaces, provided the Building Manager has given written approval of the number of visitor car parking spaces as may be occupied by such vehicles on a certain date and/or between certain dates;
 - (iv) except in cases of emergency (including but not limited to circumstances in which damage is being, or may be caused to the Common Property and/or a Lot), construction work of any nature may only be performed within the hours of 9:00 am to 5:00 pm on weekdays between Monday to Friday (inclusive), and excludes all Federal and Victorian public holidays.
 - (v) for clarity and without limiting Rule 8.5(h)(iv), hammer drills or jack hammers and/or other equipment that may make noise or generate vibrations or cause other disturbance must not be used on weekends or public holidays or between the hours of 5:00 pm to 9:00 am on weekdays between Monday to Friday (inclusive), and excludes all Federal and Victorian public holidays; and
 - (vi) appropriate barriers or hoardings must be erected around the works site for the safety of Lot Owners and Occupiers and visitors to a Building.
- (k) A Lot Owner and an Occupier, on completion of the Works Approval referred to in Rule 8.5, must promptly give to the Owners Corporation:
 - (i) copies of all occupancy permits, certificates of final inspection and any other relevant certificate and/or permit which should be issued in respect of those works in accordance with any law; and
 - (ii) one set of as-built plans in respect of the Works Approval.

- (l) Subject to Rule 8.5(j), the Owners Corporation may require the Lot Owner and/or Occupier whose Proposed Works have been approved under Rule 8.5 to pay a reasonable amount to the Owners Corporation Committee to be held as security by the Owners Corporation for the performance of the Works Approval. The Owners Corporation Committee may determine when security is to be provided by and returned to a Lot Owner and/or Occupier, the amount of security to be provided, and the circumstances in which the Owners Corporation may have recourse to the security.

Changes to Proposed Works

- (m) If a Lot Owner and/or Occupier wishes to vary Proposed Works after a Works Approval is given in respect of those Proposed Works ("**Proposed Variation**"), then:
 - (i) before the Proposed Variation is performed, the Lot Owner and/or Occupier must provide in writing to the Owners Corporation Committee all details of the Proposed Variation as reasonably necessary for the Owners Corporation Committee to determine whether to approve the Proposed Variation; and
 - (ii) within 21 days of receiving the details of the Proposed Variation, the Owners Corporation Committee must determine whether the Proposed Variation is acceptable and notify the Lot Owner and/or Occupier of that determination in writing (including reasons). If the Owners Corporation Committee fails to make a determination within the required time the Proposed Variation shall be deemed to be approved by the Owners Corporation Committee.
- (n) If a Lot Owner and/or Occupier performs a Proposed Variation (or any part thereof) without receiving actual and/or deemed written approval of the Owners Corporation Committee in accordance with Rule 8.5(m), the Owners Corporation Committee may require the Lot Owner and/or Occupier to, within a reasonable time, return its Lot to the condition it would have been in had the Proposed Variation not been performed, with all associated fees, costs and expenses to be borne by the Lot Owner and/or Occupier.

Extension of Time for Determination

- (o) The Owners Corporation Committee may extend the time by which it is required to make any determination under Rule 8.5 by a reasonable amount, provided that the reason and length of the extension are both reasonable. Any such extension shall only be valid if the Lot Owner and/or Occupier is notified in writing of the extension (including reasons) before the date by which the Owners Corporation would otherwise have been required to make its determination.

By way of example only: if the Owners Corporation reasonably require the advice of an expert to determine whether Proposed Works are acceptable, and the task of seeking, awaiting and considering the expert's advice would otherwise prevent a determination from being made for two weeks after the date by which that determination would have been due in the ordinary course,

then it would be reasonable to extend the date by which the Owners Corporation must make its determination by two weeks.

8.7. Fire Prevention

- (a) A Lot Owner and/or Occupier must not store (nor permit to be stored) on their Lot's balcony flammable items (excluding a reasonable amount of clothing and/or paper) or substances, except where those items or substances are kept in a container designed for their safe storage (for example *only*: a barbeque gas bottle).
- (b) At the time that any electrical or gas appliance is used on a Lot balcony, there must be an operational fire extinguisher that is immediately available to, and can be quickly retrieved by the relevant Lot Owner and/or Occupier
- (c) Other than electrical and gas barbeques, no other open fire pit or smoke-producing devices are permitted on Lot balconies.
- (d) In the event that the Owners Corporation and/or any individual (person or entity) suffers loss or damage by reason of a Lot Owner and/or Occupier failing to abide by Rule 8.6, that Lot Owner and/or Occupier shall be liable to indemnify the Owners Corporation and/or that individual for all costs arising out of and/or in connection with that loss or damage, including but not limited to legal costs.
- (e) The Owners Corporation Committee may, from time to time, publish a policy document (a copy of which is available upon request from the Owners Corporation Manager) in which the Owners Corporation Committee may give reasonable directions to Lot Owners and/or Occupiers on matters of fire safety and fire prevention. A Lot Owner and/or Occupier must comply with all reasonable directions contained in the policy document as soon as reasonably practicable, conditional upon a copy of the policy document having been made available (in hardcopy and/or electronic format) to that Lot Owner and/or Occupier.

9. Behaviour of persons

9.1. Behaviour of Lot Owners, Occupiers and Other Persons on Common Property

- (a) A Lot Owner and/or Occupier must take all reasonable steps to ensure that they and any guests comply with the Rules and do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use a lot or the Common Property.
- (b) If a guest to a Lot breaches the Rules, the Occupier of the Lot and the guest are jointly and severally liable for satisfying any penalty or compensation payable as a consequence of the guest's breach to the Owners Corporation.

9.2. Noise and Other Nuisance Control

- (a) A Lot Owner and/or Occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any Lot and/or Common Property by any other Lot Owner, and/or Occupier.
- (b) Rule 9.2(a) does not apply to any noise if the Owners Corporation Committee has given prior written approval for the activity from which that noise comes.
- (c) A Lot Owner and/or Occupier must not make noise that can be heard outside of the Lot between the hours of 10.00 pm and 8.00 am, without the prior written approval of the Owners Corporation Committee.
- (d) A Lot Owner and/or Occupier must not throw any item, or allow any item to be thrown, from a window or balcony.
- (e) If the Owners Corporation Committee reasonably resolves that an item is a hazard, is causing a nuisance to a Lot or the Common Property or is damaging the appearance of the Common Property, it must give written notice of this resolution to the Lot Owner or Occupier who is keeping the item.
- (f) A Lot Owner and/or Occupier must not, within their Lot use power tools or other mechanical equipment audible from outside the Lot between 6.00 pm and 9.00am.
- (g) Without limiting the Rules, a Lot Owner and/or Occupier must at all times abide by *Environment Protection Act 1970* (Vic) and the "Noise control guidelines" (Publication number 1254.2) as published and updated from time to time by the Environment Protection Authority Victoria.

10. **Dispute Resolution**

10.1. ***Definitions***

For the purposes of Rule 10:

Grievance Procedure	The grievance procedure set out in Rule 10 applies to a Dispute involving a Lot Owner, a Manager, or an Occupier or the Owners Corporation about an alleged breach of the Rules.
Complainant	means any party bound or affected by the Rules who has a Dispute against a Respondent.
Respondent	means any party bound or affected by the Rules against whom a Complainant has a Dispute.
Dispute	means a grievance or dispute of any kind between a Complainant and Respondent.

10.2. ***Informal Dispute Resolution***

It is strongly encouraged that prior to engaging in the grievance procedure set out in Rule 10.3 below, the Complainant shall raise the Dispute directly with the Respondent informally, in a discreet manner (either by themselves or by a person/entity acting on their behalf). The Building Manager or Owners

Corporation Manager may support this process by facilitating contact between the parties and / or recording any agreement that either party requests to be recorded.

10.3. ***The Grievance Procedure***

- (a) If a Complainant considers that it is not possible, comfortable and/or constructive to engage directly with the Respondent, or direct contact has not produced a resolution, the Complainant may make a complaint against the Respondent.
- (b) The Complainant wishing to make a complaint against the Respondent must prepare a written statement in the approved form and provide it to the Owners Corporation Manager who will provide it to the Committee of the Owners Corporation.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the Dispute by the Complainant.
- (d) 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.
- (e) On receipt of a written complaint, the Committee and/or Sub-Committee of the Owners Corporation must consider it and may request further information or evidence from the Complainant if necessary. If a majority of the Committee decides the complaint provides sufficient information or evidence that any of the Rules have been breached by a Lot Owner, Occupier, or Manager, the Committee is to send a written invitation to the Complainant and the person(s) about whom the complaint is made to attend a meeting with the Committee to resolve the complaint at a scheduled date and time. The parties to the Dispute must then meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days of the invitation being sent.
- (e) A party to the Dispute may appoint a person to act or appear on his/her/its behalf at the meeting.
- (f) If the person the subject of the complaint declines to attend, or does not attend the scheduled meeting, or the Dispute is not resolved at the meeting, then the Committee must notify each party of his/her/its right to take further action under Part 10 of the *Act*.
- (g) This process is separate from and does not limit any further action under Part 10 of the *Act*.

11. **Compliance with Part 7 of the Owners Corporations Act 2006 (Vic)**

11.1. ***Unaffected obligations of Lot Owners and/or Occupiers***

Nothing in the Rules affects the obligation of a Lot Owner and/or Occupier to comply with the *Act*, including but not limited to Part 7 of the *Act*, which outlines the duties and rights of Lot Owners and/or Occupiers.

11.2. ***Breach of the Rules***

- (a) If a party bound by the Rules causes, by reason of a breach of the Rules, any loss and/or damage to any other party, then the party who caused that loss and/or damage must immediately pay to (and keep indemnified) the party who suffered that loss and/or damage the reasonable costs arising out of and/or in connection with that loss and/or damage, including but not limited to legal costs.
- (b) For the avoidance of doubt, in the event that an Owners Corporation incurs costs of any nature arising out of and/or in connection with a party's breach of the Rules (including but not limited to any legal and/or other costs to enforce or make good a breach of the Rules), then the party in breach of the Rules must immediately pay all such costs to the Owners Corporation.

12. Administrative Matters

12.1. Lot Owner and/or Occupier contact details and mail

- (a) Each Lot Owner and/or Occupier must advise the Owners Corporation of:
 - (i) the current mailing address of the Lot Owner and/or Occupier (or if the Lot Owner and/or Occupier is a company, it's registered office);
 - (ii) the telephone number of the Lot Owner and/or Occupier;
 - (iii) the email address of the Lot Owner and/or Occupier (if applicable);
- (b) Each Lot Owner and/or Occupier must inform the Owners Corporation of any change in their details given under Rule 12.1(a), in accordance with sections 134 and 135 of the Act:
 - (i) A Lot Owner who sells a Lot must advise the Owners Corporation within one month of the transfer of title to the new registered owner.
 - (ii) A person who acquires a Lot must advise the Owners Corporation within one month of the completion of the contract.
 - (iii) A Lot Owner who does not occupy the Lot or who will be absent from the Lot for more than three (3) months must advise the Owners Corporation of the Lot Owner's mailing address in Australia for service of notices and any changes to it as soon as possible.
- (c) A Lot Owner and/or Occupier must ensure that the mailbox for their relevant Lot is regularly cleared. If the mailbox is not regularly cleared, a Lot Owner and/or Occupier must allow the Owners Corporation or the Building Manager to clear the mailbox. Mail cleared in this manner must be retained for a period of one (1) year and the reasonable cost to clear and retain mail under Rule 12.1(c) shall be the liability of the Lot Owner and/or Occupier.

12.2. Lot Owner who does not Occupy the Lot

- (a) A Lot Owner who is not also a Lot Occupier must:
 - (i) respond (if reasonably required) to any correspondence received from the Building Manager, Owners Corporation Manager and/or Owners

Corporation Committee within 14 days of receipt of that correspondence, failing which the Lot Owner will be liable for reasonable administrative costs incurred by the Building Manager, Owners Corporation Manager and/or Owners Corporation in order to obtain the reasonably required response;

- (ii) provide the Owners Corporation the name, phone number and email address of the Lot Occupier prior to that Lot Occupier becoming a Lot Occupier of that Lot;
- (iii) provide the Owners Corporation the name, phone number and email address of any person and/or entity managing the Lot for and/or on behalf of the Lot Owner, including but not limited to any leasing agent;
- (iv) ensure any person and/or entity managing the Lot for and/or on behalf of the Lot Owner (including but not limited to any leasing or sales agent) does not place any exhibit or advertising sign or board at the entry way to the Lot, the Building, or the Common Property without the prior written approval of the Owners Corporation;
- (v) incorporate the Rules in any lease, licence or other occupancy agreement granted over the Lot;
- (vi) provide a copy of these Rules to the Lot Occupier of its Lot as soon as reasonably practicable.

12.3. **Air Conditioning System**

Each Lot Owner and Occupier is responsible for the cost of repairing and maintaining the air-conditioning system within that Lot Owner or Occupier's Lot and services that Lot exclusively.

12.4. **Access to cleaning apparatus and Common Property**

- (a) A Lot Owner must ensure that an Occupier of the Owner's Lot (or the Owner themselves if they are the Occupier) will at reasonable times and on at least seven (7) days' prior written notice, allow the Owners Corporation and the Building Manager and their employees, agents and contractors access through its Lot to conduct cleaning and maintenance of the Common Property.
- (b) The Owners Corporation, the Building Manager, the Owners Corporation Manager and all the employees, agents and contractors of the aforementioned parties in carrying out the cleaning and maintenance of Common Property may:
 - (i) enter the Lot Owner or Occupier's Lot (including any balcony); and
 - (ii) bring anything reasonably required for the purpose of cleaning and maintaining the Common Property onto the Lot or the balcony; and
 - (iii) enter the cleaning apparatus from the window or the balcony of the Lot for the purposes of cleaning and maintaining the Common Property; and

- (iv) enter the cleaning apparatus from the window or the balcony of the Lot for the purpose of conducting such repairs as may from time to time be required to the cleaning apparatus and/or the Common Property.
 - (c) The Lot Owner and/or Occupier must not interfere in any way with the cleaning apparatus.
 - (d) The Owners Corporation, the Building Manager and its employees, agents and contractors will ensure as little inconvenience to the Lot Owner and/or Occupier as possible, when conducting the cleaning and maintenance of the Common Property.
- 12.5. Recovery of outstanding fees and other money due to the Owners Corporation**
- (a) The Owners Corporation shall take all reasonable steps necessary for the recovery of outstanding fees, levies and other charges due by any Member to the Owners Corporation, including but not limited to, commencing proceedings in the Victorian Civil and Administrative Tribunal, the Magistrates' Court of Victoria or in another relevant jurisdiction.
 - (b) Rule 12.5 does not detract in any way from the power of the Owners Corporation to make an application to the Victorian Civil and Administrative Tribunal under Part 11 of the *Act* or to any other Court as permitted by the *Act* to recover fees and charges and other money or to enforce the Rules of the Owners Corporation.
 - (c) All costs and expenses incurred by the Owners Corporation arising out of a breach of the *Act*, the Regulations or the Rules by a Lot Owner or Occupier, will be payable by Lot Owner or Occupier in default or breach. The costs, charges and expenses shall be due and payable as a debt by the Lot Owner or Occupier in default or breach to the Owners Corporation on an indemnity basis.
- 12.6. Penalty Interest**
- Subject to an ordinary resolution being passed at each Annual General Meeting, a member must pay to the Owners Corporation on demand, interest at a rate each year equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic), as amended from time to time, on any money payable by the member to the Owners Corporation, including Owners Corporation fees and levies, which remains unpaid after the due date. Interest will be computed from the date on which the payment became due and payable.
- 12.7. Directions by Owners Corporation**
- (a) All parties bound by the Rules agree to obey all reasonable directions given by the Owners Corporation, the Owners Corporation Manager and the Building Manager in relation to the Common Property including, but not limited to:
 - (i) the carriage of goods or furniture;

- (ii) the use of services; and
- (iii) the use of any tobacco products (as may be set out in a policy document prepared by, for and/or on behalf of the Owners Corporation).

13. **Additional Clauses**

13.1. ***Moving in and Moving out***

- (a) Prior to moving in or out of the Property, including moving any bulky item of furniture, a Lot Owner or Occupier must make a booking via the approved building app.
- (b) The loading bay at the Property may only be used for bulky items and must not be used without prior written consent and a booking through the approved building app.
- (c) A Lot Owner or Occupier must not without the prior written consent of the Owners Corporation or the Manager move any furniture, goods or equipment via any lifts, stairs or other parts of the Common Property. Once approval has been obtained, the Lot Owner or Occupier may only move any such furniture, goods or equipment in accordance with directions of the Owners Corporation, Manager or the Building Manager.
- (b) The Owners Corporation must not unreasonably withhold consent to use the lifts or stairwells to move furniture in or out of the building.
- (c) A Lot Owner or Occupier or their removalist must fill in a form of indemnity provided by the Owners Corporation or the Manager prior to the move occurring and sign off after the move is complete.
- (d) Where a Lot Owner or Occupier utilises the services of a removalist, the removalist must provide the Owners Corporation or the Manager with a copy of their current public liability insurance.
- (e) A Lot Owner or Occupier must not move furniture, goods or equipment in and out of the Building outside the hours permitted. Permitted hours are after 9:00am and before 4:00pm (Monday to Saturday). All moves must be completed by 4:00pm. All moves requested outside these hours will be at the discretion of the Owners Corporation or Manager.
- (f) A Lot Owner or Occupier must not leave any waste from moving of furniture, goods or equipment in any of the common areas including the Common Property.

13.2. ***Mail & Letter Boxes***

- (a) The Lot Owner or Occupier of a Lot must not adhere any "NO JUNK MAIL" signs or words to that effect unless it is in a form approved by the Owners Corporation.
- (b) A Lot Owner or Occupier must not leave the mail boxes open.
- (c) A Lot Owner or Occupier must not change the locks or attach combinations locks to any mail box.

13.3. ***Maintenance of Landscape & Planter Boxes***

- (a) A Lot Owner or Occupier must ensure they maintain any plants and/or landscaping contained within the Lot, including replacing dead or unhealthy plants contained within the Lot with the same species and always with species that accord with the landscape plan approved by the Council pursuant to the Planning Permit.
- (b) A Lot Owner or Occupier must allow access to the Owners Corporation or its appointees to access the balcony or courtyard for the purpose of maintenance works in relation to the irrigation, planter boxes or landscape.
- (c) A Lot Owner or Occupier must ensure it does not interfere with the common irrigation servicing a Lot.
- (d) A Lot Owner or Occupier must ensure it notifies the Owners Corporation if the common irrigation servicing a Lot is not functioning effectively.

13.4. ***Commercial Lots (including Retail Lots)***

(a) Without limiting any other rule, a Lot Owner or Occupier of a Commercial Lot must:

- i. Obtain the Owners Corporation's prior written consent before the Proprietor or an Occupier may use any part of the Common Property for any business or commercial purposes or to display or advertising commercial services.
- ii. Open the Lot for business generally during trading hours outlined below or as determined by the building superintendent and in accordance with any local laws governing shop trading hours (if applicable).
 - 1. Sunday to Wednesday/Public Holidays: 8:00am to 5:00pm
 - 2. Thursday to Saturday: 8:00am to 12:00am
- iii. Not open the Lot for business if any law prohibits this for the type of business.
- iv. Not display or erect any signage that is visible from outside the lot without the prior written approval of the Owners Corporation.
- v. Comply with all applicable laws when carrying out any marketing or promotional activities relating to the Lot or business conducted on the Lot.
- vi. Only use electrical, plumbing or other facilities (for example toilets, sinks, basins or drains) in the Lot and the Common Property for their proper purpose.
- vii. Spruik or allow spruiking on or near the Lot unless the Proprietor or Occupier has the prior written consent of the Owners Corporation.
- viii. Comply with all laws and requirements of Government Authorities about fire prevention and fire control.
- ix. Ensure that all relevant insurance cover is kept current at all times.

- x. Ensure all doors and openings are locked or shut securely whenever the Lot is unoccupied.
 - xi. Promptly provide the Owners Corporation access to the Lot for any purpose concerning the security of the Lot or the Complex.
 - xii. Keep the Lot safe and secure and protect it against theft and/or damage.
 - xiii. Ensure that no noise is made from music, or other sound or audio visual electronic equipment, use of machinery or other activity on the Proprietor's or Occupier's Lot which is capable of being heard outside of the Proprietor's or Occupier's Lot at any time in excess of that detailed by the *Environmental Protection Act 1970* or similar acts or legislation.
 - xiv. Restrict all deliveries to occur between 8am and 6pm, Monday to Saturday.
 - xv. Ensure that all wall, floor and ceiling linings and treatments are not altered in any way that may impact on the fire rating or acoustic performance of these elements.
 - xvi. Nothing herein shall prevent or prohibit any commercial lot from carrying on its reasonable business operations and to apply for, and obtain any Planning Permit, Liquor Licence, or any other Legislative consent or permit which the owner of any commercial lot may apply for, provided that at all times the owner or occupier of any such lot:
 - 1. operates lawfully;
 - 2. obtains each and every permit, liquor licence, permit or consent; and
 - 3. operates within the terms of any such liquor licence, permit or consent.
- (b) Without limiting any other rule, with regard to waste and garbage, a Lot Owner or Occupier of a Commercial Lot must:
- i. Take out their own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation and retrieve the bins

immediately after collection. Garbage is to be placed in the receptacles provided in the retail garbage room.

- ii. The retail garbage room is to be kept in a state that can be used by other retail and/or commercial Lot Owners and Occupiers and the rubbish is to be removed via the water room level only.
- iii. Not leave garbage or recyclable materials on common property or in an area on the Private Lot which is visibly or detectable by smell from outside the Private Lot.
- iv. Keep all waste and rubbish in proper receptacles and property drained before transferring to the retail or commercial garbage room.
- v. Immediately remove any spilled waste materials from the Common Property arising from the Lot Owner or Occupiers rubbish and immediately clean any residue from the Common Property.
- vi. Ensure all cardboard and paper waste is cut up or folded so as to fit in bins.
- vii. Recycle all rubbish according to instructions from the building superintendent and Council.
- viii. Avoid unnecessary noise when filling bins and ensure contractors pick up between 9:00am and 11:00am, Monday to Friday.
- ix. Ensure lids on bins are securely closed at all times and ensure bins are kept clean.
- x. Ensure that any perishable material/rubbish is refrigerated and hidden from view.
- xi. Wash bins only within the lot, excluding car spaces.

(c) Without limiting any other rule, with regard to cleaning and pest control, a Lot Owner or Occupier of a Commercial Lot must:

- i. Comply with all health, noise and other regulations in carrying on the business from the lot.
- ii. Keep the Lot clean including the internal and external surfaces of all windows, doors, walls and partitioning if applicable.
- iii. Be solely responsible for the inspection, prevention, and treatment of pests within their private lot, without limitation cockroaches, spiders, ants, rodents and other vermin.
- iv. All pest control measures must be undertaken and maintained by the Lot Owner or Occupier at their own cost and expense. The Owners Corporation shall have no obligation or liability for pest control within any individual commercial lot.

(d) Without limiting any other rule, to the extent that a Commercial or Retail Lot has kitchen equipment, a Lot Owner or Occupier of a Commercial Lot must:

- i. Properly filter all extracted air to ensure all oil particles are removed prior to exhausting to ensure that ii contains no residual burnt or cooked oil smell which may spread to the surrounding apartments or common areas.
- ii. Keep all cooking equipment and associated ducting in a neat and clean condition and in good state of repair.
- iii. Enter Into and maintain a maintenance contract with a reputable contractor approved by the building superintendent for the purpose of cleaning such ducting on a regular basis. If applicable, each Proprietor or Occupier must provide certification of such cleaning being conducted to the Owners Corporation annually.
- iv. Provide the Owners Corporation with a report from a qualified services engineer and building surveyor confirming that the kitchen equipment and exhaust system has been installed to meet all relevant building codes and provide a copy of the relevant authority approvals.

(e) Without limiting any other rule, An Owner or Occupier of a Commercial or Retail Lot or its Agent may undertake reasonable works within the Lot, including:

- i. concrete cutting and kitchen equipment installation and modification so long as a report from a relevant engineer is issued to the Owners Corporation Manager and all relevant authorities approvals, including building surveyor sign-off that the works comply with all relevant building codes are obtained;
- ii. Fit out works of the use of the Commercial or Retail Lot;
- iii. Provided that all Owners Corporation Rules are adhered to and all works are done during normal business hours. All areas outside of the Lot, including common areas must be kept clean at all times.

13.5. **Pool & Gymnasium**

- (a) The pool & gymnasium, are for the use of Lot Owners and Occupiers and guests are not permitted to use these facilities, unless accompanied by a Lot Owner or Occupier.
- (b) Hours of use are between 6:00am and 11:00pm. Use outside these hours is at the discretion of the caretaker and Owners Corporation and must be arranged in advance.
- (c) Children under 14 years of age may use the swimming pool only if accompanied and supervised by an adult at all times.
- (d) Glass objects, drinking glasses and sharp objects are not permitted in the in the facilities. Water is only permitted in plastic sealed drinking containers.
- (e) Consumption of food and alcohol are not permitted in the facilities area.
- (f) A Lot Owner or Occupier of a Lot must shower prior to using the swimming pool.
- (g) A Lot Owner or Occupier of a Lot must carry a towel and wipe down gym equipment after use. A Lot Owner or Occupier of a Lot using the swimming pool must carry a towel for sitting and drying off. A Lot Owner or Occupier must ensure they dry off prior to leaving the common property facilities.
- (h) The swimming pool area is for use by Lot Owners and Occupiers and no more than two (2) guests at any one time, although guests are to be accompanied by a resident at all times;
- (i) Smoking is not permitted in the facilities area.
- (j) External music is not permitted in the facilities area, except with headphones.
- (k) Appropriate footwear must be worn to and from the common property facilities at all time. Appropriate footwear must be worn during the use of the gymnasium.
- (l) Spitting, jumping, diving, running, ball playing, noisy or hazardous activities are not permitted in the facilities area.
- (m) Nude bathing is not permitted.
- (n) All users of the facilities area do so at their own risk.
- (o) A Manager or building manager may be appointed by the Owners Corporation to operate the facilities area and provide supervised training to Lot Owners and Occupiers.
- (p) A Lot Owner or Occupier of a Lot must ensure that their guest(s) comply with these rules.

13.6. For Sale & For Lease Signs

- (a) Despite anything to the contrary in these Rules a Lot Owner or Occupier must not display, or permit any agent or other person to erect or display, any 'For Lease' advertising board or sign on any part of the Common Property within any part of your Lot that is visible from the exterior of the Building, without the prior written consent of the Owners Corporation.
- (b) Subject to Rule 13.8(a), a Lot Owner or Occupier must not erect or display, or permit any agent or other person to erect or display, any advertising material or any other notice on the Common Property or within any part of your Lot that is visible from the exterior of the Building without the prior written consent of the Owners Corporation, which may be given subject to conditions.
- (c) Any request under Rule 13.8(a) or Rule 13.8(b) to the Owners Corporation's Committee must be in writing and provide the details of the proposed advertising material.
- (d) If the Owners Corporation's written approval is given under Rule 13.8(a) or Rule 13.8(b), it may be given subject to conditions (including but not limited to, limitations on the dimensions of any sign and the time limitations on when it may be displayed and the location).
- (e) A Lot Owner will be liable for cost of rectifying any damage caused to the Common Property by the erection or display of any advertising material at the Property.

13.7. Storage of Bicycles

A Lot Owner or Occupier must not:

- (a) Permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the Owners Corporation or its appointed Manager for such purpose and fitted with bicycle racks from time to time.
- (b) Permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Manager from time to time.

13.8. Conduct at all meetings of the Committee and/or the Owners Corporation

- (a) Lot Owners and Occupiers must be respectful at all times and avoid talking over others.
- (b) Lot Owners and Occupiers must not be aggressive, threatening or make inappropriate remarks.
- (c) The Owners Corporation Manager, Secretary or Chairperson (including the Chairperson of the Meeting) may ask a Lot Owner or Proxy to leave if they are behaving in a manner that is inconsistent with these Rules.

13.9. Goods abandoned on common property

- (a) Any goods left on the common property, including but not limited to vehicles, motorcycles, and bicycles, shall be deemed to have been abandoned. The Owners Corporation is authorised to dispose of such abandoned goods in accordance with Division 5A of the *Owners Corporations Act 2006 (Vic)*. This includes providing written notice of the intention to dispose of the goods, removing the goods to a safe place if necessary, and disposing of the goods in a manner consistent with the *Owners Corporations Act 2006 (Vic)*.
- (b) The Owners Corporation shall not be liable for any loss or damage arising from the disposal of abandoned goods.

13.10. Rules Subject to Rights of the Developer

- (a) These Rules do not apply to and, are not enforceable against the Developer or its mortgagees or chargees, for so long as any of the following apply:
 - i. the Developer and/or its equity partners (if any) is a Lot Owner or Occupier in the Development;
 - ii. any mortgagee or chargee of the Developer has an interest in any Lot in the Development; or
 - iii. the Developer and/or its equity partners (if any) is engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer its mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the any buildings and facilities comprised in the Plan or the Development.

- (b) Subject to Rule 13.12(a), the Developer and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every Lot Owner of each and every Owners Corporation(s) in the Plan and by each and every Owners Corporation(s) in the Plan to:
 - (a) progressively develop the Development in stages;
 - (b) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
 - (c) erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property;
 - (d) erect any signage on the Common Property at the main entrance of the Development to promote the Development;
 - (e) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or their mortgagee or chargee thinks fit; and
 - (f) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for

whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Developer and any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- (c) While the Developer is the owner of any Lot in the Development it may:
 - i. use any such Lot for display purposes;
 - ii. allow prospective purchasers of any Lot to inspect such display Lot; and
 - iii. use such signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.
- (d) A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would revoke this Rule 13.12 or contravene any right or reprieve afforded to the Developer under this Rule 13.12.
- (e) A Lot from time to time, owned and selected by the Developer, may be used for the administration, management and related purposes by the Owners Corporation and/or any person appointed for such purposes by the Owners Corporation.
- (f) In exercising their rights under this Rule 13.12, the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s) and must have regard to the amenity of Lot Owners. The Developer must only exercise its rights to the extent necessary for the genuine Development. The Developer must not exercise their rights under this Rule to arbitrarily exclude the Owners Corporation(s) or the participation of Lot Owners.

14. Additional Building Facilities

14.1. Lifts

- (a) A Lot Owner or Occupier of a Lot must not damage the lifts including graffiti, damaging the mirrors etc.
- (b) A Lot Owner or Occupier of a Lot must not place signs, notices or advertisements in the lifts without the prior written approval of the Owners Corporation.
- (c) No smoking or vaping is permitted in the lifts.
- (d) A Lot Owner or Occupier of a Lot must notify the Owners Corporation and its Manager or building manager to book at date to move or out of the building.
- (e) A Lot Owner or Occupier of a Lot must not obstruct the elevator doors, including by using objects to keep the doors open for extended periods of time.

BA135265C

Attachment 1 – Renovation / Works Guidelines

PURPOSE FOR THE POLICY:

The purpose of this policy is to ensure unanticipated impacts on neighbours are identified and avoided before work is commenced. This Renovation / Works Guidelines is to be read in conjunction with Rules 8.4 and 8.5 of the Registered Rules for Owners Corporation 1 Plan No. PS613436T. If there is any inconsistency between the Renovation / Works Guidelines and the Registered Rules, then the terms of the Renovation / Works Guidelines shall prevail to the extent of any such inconsistency.

BEFORE YOU START:

1. A Lot Owner must:
 - a. Identify whether a Council Planning or Building Permit is required before commencing works to his/her/its Lot. Information on permit conditions can be obtained by contacting Melbourne City Council ("**the Council**").
 - b. Once all relevant permits or confirmation from the Council that a permit is not required are/is secured, and before the commencement of any Lot renovation works, the Lot Owner must secure authorisation in writing from the Owners Corporation.
2. To secure approval, the Owners Corporation require:
 - a. Details of all proposed alterations/renovations of the Lot, showing the existing floor plan and the proposed amended floor plan of the Lot, including but not limited to all plans and specifications relating to the proposed renovation works. All changes to Lots must meet the relevant minimum Australian Standard and should this minimum standard not be attained, the onus will be on the Lot Owner to rectify to at least the minimum Australian Standard;
 - b. Copy of Council Planning and/or Building Permits, or written acknowledgement from Council stating that a permit is not required;
 - c. Engineer's computations (if structural changes are being made);
 - d. Estimated time for the works to be completed; and
 - e. Copy of legal liability insurance held by contractors/tradesmen.
3. If the proposed works affect more than one Owners Corporation, then each Owners Corporation must approve the proposed works. For example, if the proposed renovation works affect both common property 1 and common property 2, then both Owners Corporation 1 and Owners Corporation 2 must approve the works separately.
4. The relevant Owners Corporations (through its Committee and/or Manager) to which the proposed renovation works affect, may recommend and approve the proposed works subject to conditions.
5. It is the responsibility of the Lot Owner requesting to make alterations to the Lot to ensure that upon completion of the renovation works, the Lot does not result in

unacceptable noise levels that might disturb neighbouring apartments. For example, a wooden floor resulting in footstep and other noise being heard in other apartments. For this reason, it is strongly advised that Lot Owners employ an accredited acoustic engineer to certify that the intended flooring products and methods of installation for floorboards, tiles etc. meet or exceed the minimum Australian Standards required. A copy of these certificates should be sent to the Owners Corporation to be held on file.

6. The Lot Owner requesting to make the alterations should also be aware that any Owners Corporations' approval of the proposed renovation works does not remove the right of other Lot Owners at the Property to require the Lot Owner to rectify any unacceptable noise issue, which if unresolved may lead to the matter going to the Victorian Civil and Administrative Tribunal or in another relevant jurisdiction and result in orders to eliminate the noise issue.

ONCE YOU HAVE APPROVAL:

1. Once authorisation has been secured from any relevant Owners Corporation, and before works commence, the Lot Owner must contact the Owners Corporation Manager and ensure its contractors are aware of the following requirements:
 - a. Contractors who are carrying out specialised works must ensure all procedures and OH&S regulations are followed whilst on site.
 - b. All contractors needing to bring materials to and from apartment must book the Lift in advance and ensure covers will be placed up to prevent damage. Bookings must be made with at least 24 hours advance notice.
 - c. All Contractors must advise the Owners Corporation Manager if any work being carried out may cause fire alarm activation. If so isolation of smoke detectors will be required at the cost of the Lot Owner undertaking the renovation works.
 - d. Isolation of smoke detectors must be completed by the Building's accredited fire services provider.
2. At least two (2) business days prior to commencement of works, the lot owner must advise the Owners Corporation Manager when the works are scheduled to commence and the expected duration of the works.

WHILE WORKS ARE IN PROGRESS:

1. All work is undertaken in strict accordance with the application.
2. Tradesmen and contractors are supervised at all times while on site and during ingress and egress over and across the Common Property.
3. Access to the Lot for contractors is the responsibility of the Lot Owner.
4. Building works cannot commence before 9.00 am or continue beyond 5.00 pm.
5. No building works of any nature can be undertaken on weekends or on federal or state public holidays.

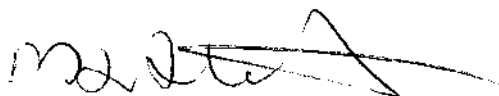
6. The use of lifts must be booked through Concierge/ Building Manager at least 48 hours prior and all precautions must be taken to avoid damage to common property.
7. No materials or debris is to be left, stored or placed on and/or in any common property areas of the building at any time, this includes the car park.
8. All common property areas affected including the balconies, main entrance foyers, lifts, stairs and car park must be cleaned daily at the Lot Owner's expense.
9. Contractors are responsible for removing and disposing of any rubbish/building materials and leaving all access areas used clean and tidy. Any costs for cleaning or removing of rubbish not removed by contractors will be invoiced to the apartment owner.
10. Contractors must not use the rubbish chute for disposal of debris or construction material.
11. Scaffolding must not be erected on the common property or the exterior of the building.
12. Construction vehicles and construction workers' vehicles must not be brought into or parked on the common property, unless prior written permission is given by the Owners Corporation.

AT COMPLETION:

1. At completion, photos are to be sent to Owners Corporation management who may request an inspection, to ensure work has been done as approved. Reviews shall be summarised for the Owners Corporation for final endorsement. Any disputes will be resolved by the responsible Owners Corporation.
2. Be aware that failure to comply may result in Owners Corporation requiring compensatory work to be conducted or the work to be reversed at the discretion of the responsible Owners Corporation committee.
3. Owners Corporation Management will maintain a record of work conducted, any conditions and record of review conducted at end of work.

I, Megan Hunt, 1309, 673 La Trobe Street, Docklands VIC 3008, as secretary for Owners Corporation 1 Plan No. PS613436T certify that this is a true and correct copy of the rules adopted by Owners Corporation 1 Plan No. PS613436T, which was passed by Special Resolution on 24 June 2025.

Date: 10 February 2026

Signature: 

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Owners Corporation Certificate

*Under Section 151(4)(a) Owners Corporations Act 2006
and Reg 11 Owners Corporations Regulations 2007*

This certificate is issued for lot 14E06 on Plan of Subdivision No. 613436-04

OC Number	613436-04
Property	14E06 / 673-683 La Trobe Street DOCKLANDS
Requested By	Settled Law Pty Ltd
Reference	614962419

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **30/07/2026**. You should obtain an update over the phone immediately prior to settlement.

Please be advised that you are required to notify the Owners Corporation of a change in ownership by providing the Notice of Acquisition upon settlement to admin@pscm.com.au. Failure to do so, may result in additional charges for interest and notice administration costs to the owner.

- a) The present fees for the above Lot are **\$1,424.72 per annum for the year**.
Paid Quarterly.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Levy Schedule	Amount
• Quarterly first payment	\$356.18
• Quarterly second payment	\$356.18
• Quarterly third payment	\$356.18
• Quarterly fourth payment	\$356.18
TOTAL	\$1,424.72

- b) The fees are paid up until **30/09/2025**. If settlement should occur on or after any due date the next fee instalment will also be due and payable.
- c) Unpaid fees and levies presently total **\$1,112.54** plus penalty interest of **\$0.00**
- d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **N/A**
- To make payment for any above stated Arrears, please use the following BPAY Details:

Biller Code: **96503**
Ref Number: **2052886656149624198**

- e) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are:

Lacrosse Owners only - Lot owners have been advised to replace the pan seals in apartment toilets as a precautionary measure to avoid possible water leaks into other apartments. These works will cost approximately \$630.30 per toilet. This is a cost to the owner. It is recommended to check with the lot owner to ensure that the required work has been completed.

Lacrosse Apts only - An optional intercom upgrade for the lot owner. These works could cost between \$280.00 to \$640.00 depending on lot owner's choice. This is a cost to the lot owner

- f) The owners corporation has the following insurance cover

i.	Number of Policy	
ii.	Insurance Period	
iii.	Renewal Date	
iv.	Name of Insurer	

For further information on the Insurance Cover please (see the attached) Certificate of Currency

- g) The Owners Corporation **has not** resolved that members may arrange their own insurance under Section 63 of the Act.

- h) The total funds held by the owners corporation as at 30/06/2026

Administrative Fund	Maintenance Fund	Total
\$149,177.35	\$443,740.19	\$592,917.54

- i) The Owners Corporation liabilities that are covered by annual fees, special levies and repairs and maintenance as set out above.

Lot owner has commenced legal action against a breach charge associated with a breach of rules also challenging a loss of item. The OC is currently defended by Strata Title Lawyers.

Please refer to OC1 certificate for additional information in the unlimited OC

- j) The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows-
- Building Superintendent / Facilities Manager Summit Facilities Group - OC1**
 - Electrical Embedded Network agreement between the Owners Corporation and Origin Energy**
 - Ongoing services agreements with IKON for cleaning services**
 - Owners Corporation management contract Platinum Strata Community Management**
- k) There are currently **no agreements** to provide services to lot owners, occupiers, or the public.
- l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?
- No outstanding notices or orders against the OC in the last 12 months.**
- m) The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows-
- Debt recovery proceeding may be issued against any lot owners in arrears on their O.C. fees.**
- Ongoing common property defects are currently being addressed with the builder by OC1, however, at this stage, we are unaware of cost consequences to the OC or lot owners. Lot owners are responsible to conduct their own due diligence to identify defects within their lot**
- n) The Owners Corporation has resolved to appoint a manager.
- The manager is:
- Platinum Strata Community Management**
 - Suite 203 / 673 La Trobe Street**
 - Docklands VIC 3008**
- o) No proposal has been made for the appointment of an administrator

p) Other information: **Not Applicable**

q) The minutes of the most recent Annual General Meeting of the Owners Corporation and Owners Corporation Rules
(see attached)

*Further information on prescribed matters can be obtained by inspection of the Owners Corporation register.
An applicable fee to provide this service will apply.*

IMPORTANT

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

*The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

Date of Issue:

30/06/2026

Prepared By:

Daniel Carroll-Hughes

Reviewed By:

Ashan Fernando

Ph: 03 9039 2000

Ashan.f@pscm.com.au

*Signed in the capacity of Manager pursuant to an
instrument of delegation made by the Owners
Corporation*

Common Seal of Plan No 613436-04



You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Owners Corporations Regulations 2007
SCHEDULE 2
Form 2
Owners Corporations Regulations 2007 Reg. 12

**STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE
PURCHASERS AND LOT OWNERS**

What is an Owners Corporation?

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation.

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS
CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION ON PLAN 613436-04– 673-683 La Trobe Street, Docklands VIC 3008
 Financial Year Ending 30 June 2025

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of 613436-04 was held on 03rd March 2026 at Davers Room, Gate 6, Marvel Stadium at 740 Bourke Street, Docklands 3008. The meeting commenced at 6:00PM.

Lot	Member	Present/Proxy/Apology	Voting Rights
15E06	Nathan Cross (Katherine Maree Cross)	Present	No
7E06	Hanimi Reddy Gade (Saraswathi Kunireddy)	Present	No
14E12	Mahyar Nemati	Present	Yes
8E09	Edsel Botobara Benson & Loida Ramos Benson	Present	Yes
21E02	Lachlan James Swan	Present	Yes
5E04	Matthew Rae Doyle	Present	Yes
12E02	Annakkarage Peris	Present	Yes
11E05	Rupa Sharma	Proxy- Richard Godfrey	Yes
18E07	Witako Street PTY LTD	Proxy- Aneel Anthony	Yes
In Attendance with No Voting Rights			
Platinum Strata	Viduni Fernando	Present	No
Platinum Strata	Ashan Fernando	Present	No
Platinum Strata	Daniel Carroll Hughes	Present	No
Platinum Strata	Mekha Joseph	Present	No
Platinum Strata	Nu Mendis	Present	No
Summit FM	Hammad Karim	Present	No
Summit FM	Steve Rojas	Present	No
Invitee	Hannah Takhi	Present	No

2. FORMALITIES

2.1 Welcome to the attendees

On behalf of the executive committee of the Owners Corporation 613436-04, Richard Godfrey, Chairman of the Owners Corporation declared open the Annual General Meeting by officially welcoming everyone.

2.2 Noting of attendances, proxies, apologies, determination of quorum and entitlement to vote

As per Section 77 of the Owners Corporations Act 2006, in order for a quorum to be present at a general meeting 50% of the building's Lot Entitlement need to be represented in person or via proxy.

It was resolved that members who owes less than \$1 will be considered financial for this meeting.

10 Members out of 269, who were able to vote on ordinary resolutions, were represented and as such a quorum was not declared.

In accordance with Section 78 of the Owners Corporations Act 2006 all decisions of this meeting are deemed interim resolutions for 28 days, after which time, if no petitions for a Special General Meeting have been received, in accordance with Section 78 (4b) the interim resolutions will be passed as resolutions of the Owners Corporation.

2.3 Appointment of the meeting Chair (Section 79 of the OC Act)

It was agreed that Richard Godfrey be appointed as the chair of the meeting.

2.4 Nomination of the Minute Taker

It was agreed to appoint Ashan Fernando as the minute taker for the meeting

3. CONFIRMATION OF MINUTES

- 3.1** The Owners Corporation resolved that the minutes of the Annual General Meeting held on 21st January 2025 are a true and accurate record.

Approve: 9

Reject: 0

Abstain: 0

Motion Passed

4. CONSIDERATION OF REPORTS

4.1 Owners Corporation Manager's Report

Manager's Report was attached with the Notice of Meeting of OC4

4.2 Committee Report

A verbal committee report was provided by the committee chairperson during the meeting.

4.3 Building Manager's Report

The building manager provided a verbal report during the meeting. A copy of the written report will be sent to owner separately.

5. CONSIDERATION OF FINANCIAL MATTERS

5.1 Audit of Financial Accounts

Under amended compliance with Section 35 of the Owners Corporations Act 2006, a tier one owners corporation must, after the end of each financial year, cause its financial statements to be audited by a registered company auditor; or a firm of registered company auditors; or a person who is a member of CPA Australia or the Institute of Chartered Accountants in Australia or any other person who is approved by the committee as an auditor of the financial statements of the Owners Corporations for the purposes of this section.

The members resolved to ratify the acceptance and adoption of the enclosed Audit Report.

Approve: 9

Reject: 0

Abstain: 0

Motion Passed

- 5.2** The members resolved to accept and adopt the Financial Statements for the financial year ending 30 June 2025

Approve: 9

Reject: 0

Abstain: 0

Motion Passed

- 5.3** The Owners corporation resolved that the Owners Corporation Administration, Maintenance fees and all other special levies will be raised quarterly in advance based on lot liabilities. The levies fees are payable within 28 days of issuing the Fee notice.

Approve: 9

Reject: 0

Abstain: 0

Motion Passed

The Owners Corporation resolved that prior to each financial year, the Committee of the Owners Corporation may consider and pass a proposed budget for each financial year on an interim basis, to be tabled and ratified at the Annual General Meeting.

Approve: 9

Reject: 0

Abstain: 0

Motion Passed

- 5.4** The members resolved that, prior to each financial year, the Committee of the Owners Corporation may consider and pass a proposed budget on an interim basis, to be tabled and ratified in the following Annual General Meeting.

Approved: 9

Reject: 0

Abstain: 0

Motion Passed

- 5.5** Administration Fund The Owners Corporation resolved to accept the administration budget for PS613436-04 of \$330,128.00 including GST, for the financial year 1 July 2025 to 30 June 2026.

Approve: 9

Reject: 0

Abstain: 0

Motion Passed

- 5.6** Maintenance Fund Resolved by the Owners Corporation to resolve to accept the maintenance budget for PS613436-04 of \$86,687.00 including GST for the financial year 1 July 2025 to 30 June 2026.

Approve: 9

Reject: 0

Abstain: 0

Motion Passed

6. COSTS & DEBT RECOVERY

- 6.1** The Owners Corporation resolved to charge penalty interest on overdue fees and levies, with the current maximum rate being set by the Magistrate's Court of Victoria. The rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983. Current interest rate: 10%

Approve: 9

Reject: 0

Abstain: 0

Motion Passed

- 6.2** The members resolved that it may recover, as a debt due from the person (any lot owner, or occupier of a lot) the costs, charges, and expenses incurred by the Owners Corporation arising out of default or breach of any obligation under the Owners Corporation Act 2006, Owners Corporations and Other Acts Amendment Act 2021 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation.

Approve: 9

Reject: 0

Abstain: 0

Motion Passed

- 6.3** The members resolved to authorise Platinum Strata Community Management to engage a lawyer or debt collector to issue a letter of demand (in line with instructions of the appointed committee) to lot owner/s who have failed to pay their Owners Corporation Fees, levies and/or charges in accordance with the Final Fee Notice and Owners Corporations Legal Notice.

Approve: 9

Reject: 0

Abstain: 0

Motion Passed

- 6.4** The members resolved that any lot owner who fails to pay their Final Fee Notice and in respect to whom Owners Corporation Legal Notice letter has been sent, shall pay or reimburse the Owners Corporation for all administrative, legal and all other charges relating to the final fee notice, Legal Notice and any subsequent VCAT and/or Court proceeding costs including the costs incurred for enforcement of any such orders obtained.

Approve:9

Reject: 0

Abstain: 0

Motion Passed

- 6.5** The members resolved that it may levy special fees and charges to a lot owner, if the Owners Corporation has incurred or is about to incur additional costs (relating to repairs, maintenance, and other work) due to the conduct of a lot and the annual fee set based on the lot liability of the lot owner would not adequately take account of those additional costs.

Motion Passed

7. OWNERS CORPORATION INSURANCE

The details of the Insurance policy were circulated with the Notice of Meeting.

- 7.1** The members resolved to attribute Policy Excess Costs on Claims based on section 49 of the Owners Corporations Act 2006.

Approve:9

Reject: 0

Abstain: 0

Motion Passed

8. RULES

8.1 Owners' Obligation:

Owners are informed that occupants are informed of their obligations under the model rules and consolidated rules. A copy of the rules must be provided to the occupants. A copy of the Rules can be downloaded from the PIQ portal. If you are having difficulty accessing any of the above platforms, please contact the OC manager.

Approve:9

Reject: 0

Abstain: 0

Motion Passed

8.2 Charges related to Fire Rescue Victoria (FRV)

Members to resolve to recover FRV charges from the lot responsible for triggering the fire alarm. On Behalf of the Owners Corporation, the Manager will issue an invoice to the lot responsible

Approve:9

Reject: 0

Abstain: 0

Motion Passed

9. MANAGEMENT OF THE OWNERS CORPORATION & POWER TO DELEGATE

- 9.1** Resolved by the Owners Corporation the nominated members who are elected to the committee and to the grievance committee be delegated all powers and functions under S.11 of the Owners Corporations act 2006 except for the powers and functions that require a unanimous or special resolution or the power to delegate or powers delegated to the manager.

Approve: 9

Reject: 0

Abstain: 0

Motion Passed

Committee Management

Lot	Name
11E06	Richard Godfrey
18E07	Aneel Anthony
12E04	Ulrich Meffert
16E04	Peter Howes
8E09	Loida Benson
5E04	Matthew Doyle
21E02	Lachlan James Swan
4E14	Charlie Kay Tornatore

- 9.2** The Owners Corporation resolved that the nominated members who are elected to the committee and to the grievance committee be delegated all powers and functions under S.11 of the Owners Corporations act 2006 except for the powers and functions that require a unanimous or special resolution or the power to delegate or powers delegated to the manager.

Approve: 9

Reject: 0

Abstain: 0

Motion Passed

- 9.3** The members resolved to increase the number of committee members from 8 to 9.

10. EXECUTION OF DOCUMENTS

- 10.1** The members resolved that pursuant to section 10(3) of the Owners Corporations Act 2006 - the Owners Corporation may authorise a document to be executed by at least two lot owners of separate lots who sign the document and print each lot owner's name, address a statement that each lot owner is a lot owner

Approve:9

Reject: 0

Abstain: 0

Motion Passed

11. AFTER-HOURS EMERGENCY SERVICES

- 11.1** The members resolved that any After-Hours Trade Emergency services will have a callout fee. This service has been established for common area trade-related emergencies only; whereas an emergency is identified as a lot owner's responsibility, costs for service will be applied to the Lot Owner or Occupant.

Approve:9

Reject: 0

Abstain: 0

Motion Passed

12. DISPUTE RESOLUTION

12.1 Dispute Resolution

There were no complaints raised and 1 breach issued over the past year.

12.2 The members resolved to recover as a debt from the lot owner all costs associated with rectifying any damage to common property.

Approve:9

Reject: 0

Abstain: 0

Motion Passed

13. GENERAL BUSINESS

13.1 The members resolved that all lot owners keep the Owners Corporation updated and informed in writing of any change in mailing address for the service of notices and levies. Under S. 135 of the Act, a lot owner who does not occupy the lot or will be absent from the lot for more than 3 months must advise the Owners Corporation of the lot owners mailing address for service of notices and any changes to it immediately.

Approve:9

Reject: 0

Abstain: 0

Motion passed

Committee Delegation

A general discussion was held regarding the delegation of responsibilities to the Committee, including authority to progress matters requiring timely administrative action.

Ramp Between Buildings

The Committee noted that the ramp between the two buildings can only be accessed from the Marvel side. It was further confirmed that the Owners Corporation owns the bollards located in this area. The arrangement and ownership are to be reviewed.

Resolved: The Committee resolved that the ramp access configuration and bollard ownership be reviewed.

Lift Issues

Members discussed ongoing lift issues, noting that for the past two months only one lift has been operational, with the second lift currently locked out of service.

A recent meeting was held with the service operator, who advised that delays in rectification were due to limited availability of required parts within Australia. A lifecycle report was completed, identifying significant projected costs.

Operational adjustments were made to minimise resident impact:

- Lift move-in times were amended from 8:00am–3:00pm to 9:00am–4:00pm.
- Cleaning schedules were adjusted from 7:30am to a time outside peak periods to maximise lift availability.

Fob Audit

The Committee noted the requirement to undertake a mandatory audit of access fobs to ensure an accurate and up-to-date register of all devices in circulation.

Arrears

Members considered minor arrears and determined that amounts of less than \$1 were administratively inefficient to pursue.

Resolved: The members resolved to waive any material costs or arrears of less than \$1.

Vote of Thanks

A vote of thanks was extended to Platinum Strata and Summit, for their ongoing support and contributions.

14. CONCLUSION

14.1 Meeting resolved that the next AGM will be held on a date decided by the Committee.

14.5 The meeting concluded at 7:53PM

By Order of PS613436-04
Platinum Strata Community Management
Suite 203, 673 La Trobe St, DOCKLANDS VIC 3008
Phone 03 9039 2000



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 20 April 2026

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 613436T	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	93210358	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 20 April 2026, Local Standard Time
	To:	4.00pm on 20 April 2027, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	673-683 LaTrobe Street, Docklands VIC 3008	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 291,230,000
	Common Contents	AUD 2,912,300
	Catastrophe	AUD 88,242,690
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 49,698,500	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 432,083,490	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 30,000,000 in respect of any one Occurrence
	Property Damage	AUD 30,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	Not Insured	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 20 April 2026 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



Loic Tuchagues
Property Underwriter VIC

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

Balance Sheet - O/Corp 613436-04

"LACROSSE APARTMENTS"

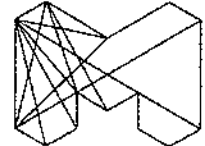
673 LA TROBE STREET, DOCKLANDS, VIC 3008

For the Financial Period 30/06/2026 to 30/06/2026

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
OC 613436-4	\$149,177.35	\$443,740.19	\$592,917.54
Macquarie Bank BSB: 183-334 Acc No: 205288665			
GST Paid	\$7,371.96	\$4,740.66	\$12,112.62
GST Unpaid	\$133.44	\$0.00	\$133.44
Receivable	\$29,735.69	\$6,923.96	\$36,659.65
Receivable - General	\$200.00	\$0.00	\$200.00
Total Assets	\$186,618.44	\$455,404.81	\$642,023.25
Liabilities			
BAS Clearing	\$17,946.37	\$(17,831.39)	\$114.98
GST Collected	\$4,567.35	\$1,002.09	\$5,569.44
GST Uncollected	\$1,782.17	\$629.66	\$2,411.83
Paid In Advance	\$10,424.95	\$0.00	\$10,424.95
Payable	\$1,468.00	\$0.00	\$1,468.00
Payable--General-Admin	\$463.59	\$0.00	\$463.59
Unidentified Deposits	\$103.11	\$0.00	\$103.11
Total Liabilities	\$36,755.54	\$(16,199.64)	\$20,555.90
Net Assets	\$149,862.90	\$471,604.45	\$621,467.35
Owners Funds			
Opening Balance	\$149,862.90	\$471,604.45	\$621,467.35
Net Income For The Period	\$0.00	\$0.00	\$0.00
Total Owners Funds	\$149,862.90	\$471,604.45	\$621,467.35

CANCELLATION OF BUILDING ORDERS

Part 8 of the Building Act 1993



CITY OF MELBOURNE

20 September 2019

Owners Corporation PS613436T
C/- Platinum Strata Community Management
PO BOX 23266
DOCKLANDS VIC 8012

GPO Box 1603
Melbourne VIC 3001
Phone (03) 9658 9658
www.melbourne.vic.gov.au

DX210487
ABN 55 370 219 287

Dear Sir/Madam

**BUILDING ORDER
LACROSSE DOCKLANDS, 673-683 LA TROBE STREET, DOCKLANDS VIC 3008**

I am pleased to advise that Building Order reference number - BUI-2015-198, and all Building Orders listed on the attached (Appendix 1) regarding the above mentioned property issued on 23 October 2015 have been cancelled.

I wish to draw your attention to your ongoing responsibility to ensure the buildings fire services (Essential Safety Measures) are maintained at all times.

Yours faithfully

Steven Baxas
Municipal Building Surveyor

If you have any queries in relation to this document, please contact
Steven Baxas on the contact details below:

Telephone: 03 9658 9658

E-mail: cladding@melbourne.vic.gov.au

CoM Reference: BUI-2015-198

Appendix 1

Shop/Unit Address		Building Order Reference
Shop 101	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-516
Shop 102	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-517
Shop 103	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-518
Shop 206	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-519
Shop 205	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-520
Shop 204	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-521
Shop 203	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-522
Shop 212	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-524
Shop 213	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-523
Shop 214	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-525
Shop 207	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-526
Shop 104	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-527
Shop 202	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-528
Shop 210	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-529
Shop 215	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-530
Unit 301, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-200
Unit 302, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-201
Unit 303, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-202
Unit 304, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-203
Unit 305, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-204
Unit 306, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-205
Unit 307, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-206
Unit 308, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-207
Unit 309, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-208
Unit 310, Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-209

Unit 311,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-211
Unit 312,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-213
Unit 313,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-214
Unit 314,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-215
Unit 315,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-216
Unit 316,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-217
Unit 317,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-218
Unit 318,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-219
Unit 319,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-220
Unit 320,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-221
Unit 321,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-222
Unit 322,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-223
Unit 323,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-224
Unit 324,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-225
Unit 325,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-226
Unit 326,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-227
Unit 327,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-228
Unit 328,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-229
Unit 329,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-230
Unit 330,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-231
Unit 331,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-232
Unit 332,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-233
Unit 333,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-234
Unit 334,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-235
Unit 335,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-236
Unit 336,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-237
Unit 337,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-238
Unit 341,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-239

Unit 342,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-240
Unit 343,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-241
Unit 344,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-242
Unit 349,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-243
Unit 350,Level 3	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-244
Unit 401,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-245
Unit 402,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-246
Unit 403,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-247
Unit 404,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-248
Unit 405,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-249
Unit 406,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-250
Unit 407,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-251
Unit 408,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-252
Unit 409,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-253
Unit 410,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-254
Unit 411,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-255
Unit 412,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-256
Unit 413,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-257
Unit 414,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-258
Unit 415,Level 4	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-259
Unit 501,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-260
Unit 502,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-261
Unit 503,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-262
Unit 504,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-263
Unit 505,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-264
Unit 506,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-265
Unit 507,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-266
Unit 508,Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-267

Unit 509, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-268
Unit 510, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-269
Unit 511, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-270
Unit 512, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-271
Unit 513, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-273
Unit 514, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-274
Unit 515, Level 5	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-275
Unit 601, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-276
Unit 602, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-277
Unit 603, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-278
Unit 604, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-279
Unit 605, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-280
Unit 606, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-281
Unit 607, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-282
Unit 608, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-283
Unit 609, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-284
Unit 610, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-285
Unit 611, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-286
Unit 612, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-287
Unit 613, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-288
Unit 614, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-289
Unit 615, Level 6	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-291
Unit 701, Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-292
Unit 702, Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-290
Unit 703, Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-293
Unit 704, Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-294
Unit 705, Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-295
Unit 706, Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-296

Unit 707,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-297
Unit 708,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-298
Unit 709,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-299
Unit 710,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-300
Unit 711,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-301
Unit 712,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-302
Unit 713,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-303
Unit 714,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-304
Unit 715,Level 7	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-305
Unit 801,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-306
Unit 802,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-307
Unit 803,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-308
Unit 804,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-309
Unit 805,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-310
Unit 806,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-311
Unit 807,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-312
Unit 808,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-313
Unit 809,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-314
Unit 810,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-315
Unit 811,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-316
Unit 812,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-317
Unit 813,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-318
Unit 814,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-319
Unit 815,Level 8	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-320
Unit 901,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-321
Unit 902,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-322
Unit 903,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-323
Unit 904,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-324

Unit 905,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-325
Unit 906,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-326
Unit 907,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-327
Unit 908,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-328
Unit 909,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-329
Unit 910,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-330
Unit 911,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-331
Unit 912,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-332
Unit 913,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-333
Unit 914,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-334
Unit 915,Level 9	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-335
Unit 1001,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-336
Unit 1002,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-337
Unit 1003,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-338
Unit 1004,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-339
Unit 1005,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-340
Unit 1006,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-341
Unit 1007,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-342
Unit 1008,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-343
Unit 1009,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-344
Unit 1010,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-345
Unit 1011,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-346
Unit 1012,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-347
Unit 1013,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-348
Unit 1014,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-349
Unit 1015,Level 10	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-350
Unit 1101,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-351
Unit 1102,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-352

Unit 1103,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-353
Unit 1104,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-354
Unit 1105,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-355
Unit 1106,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-356
Unit 1107,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-357
Unit 1108,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-358
Unit 1109,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-359
Unit 1110,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-360
Unit 1111,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-361
Unit 1112,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-362
Unit 1113,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-363
Unit 1114,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-364
Unit 1115,Level 11	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-365
Unit 1201,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-366
Unit 1202,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-367
Unit 1203,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-368
Unit 1204,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-369
Unit 1205,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-370
Unit 1206,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-371
Unit 1207,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-372
Unit 1208,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-373
Unit 1209,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-374
Unit 1210,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-375
Unit 1211,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-376
Unit 1212,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-377
Unit 1213,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-378
Unit 1214,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-379
Unit 1215,Level 12	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-380

Unit 1301,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-381
Unit 1302,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-382
Unit 1303,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-383
Unit 1304,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-384
Unit 1305,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-385
Unit 1306,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-386
Unit 1307,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-387
Unit 1308,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-388
Unit 1309,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-389
Unit 1310,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-390
Unit 1311,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-391
Unit 1312,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-392
Unit 1313,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-393
Unit 1314,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-394
Unit 1315,Level 13	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-395
Unit 1401,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-396
Unit 1402,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-397
Unit 1403,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-398
Unit 1404,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-399
Unit 1405,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-400
Unit 1406,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-401
Unit 1407,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-402
Unit 1408,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-403
Unit 1409,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-404
Unit 1410,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-405
Unit 1411,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-406
Unit 1412,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-408
Unit 1413,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-409

Unit 1414,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-410
Unit 1415,Level 14	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-411
Unit 1501,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-412
Unit 1502,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-413
Unit 1503,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-414
Unit 1504,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-415
Unit 1505,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-416
Unit 1506,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-417
Unit 1507,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-418
Unit 1508,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-419
Unit 1509,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-420
Unit 1510,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-421
Unit 1511,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-422
Unit 1512,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-423
Unit 1513,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-424
Unit 1514,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-425
Unit 1515,Level 15	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-426
Unit 1601,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-427
Unit 1602,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-428
Unit 1603,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-429
Unit 1604,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-430
Unit 1605,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-431
Unit 1606,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-432
Unit 1607,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-433
Unit 1608,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-434
Unit 1609,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-435
Unit 1610,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-436
Unit 1611,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-437

Unit 1612,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-438
Unit 1613,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-439
Unit 1614,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-440
Unit 1615,Level 16	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-441
Unit 1701,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-442
Unit 1702,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-443
Unit 1703,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-444
Unit 1704,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-445
Unit 1705,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-446
Unit 1706,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-447
Unit 1707,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-448
Unit 1708,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-449
Unit 1709,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-450
Unit 1710,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-451
Unit 1711,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-452
Unit 1712,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-453
Unit 1713,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-454
Unit 1714,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-455
Unit 1715,Level 17	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-456
Unit 1801,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-457
Unit 1802,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-458
Unit 1803,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-459
Unit 1804,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-460
Unit 1805,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-461
Unit 1806,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-462
Unit 1807,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-463
Unit 1808,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-464
Unit 1809,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-465

Unit 1810,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-466
Unit 1811,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-467
Unit 1812,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-468
Unit 1813,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-469
Unit 1814,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-470
Unit 1815,Level 18	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-471
Unit 1901,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-472
Unit 1902,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-473
Unit 1903,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-474
Unit 1904,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-475
Unit 1905,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-476
Unit 1906,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-477
Unit 1907,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-478
Unit 1908,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-479
Unit 1909,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-480
Unit 1910,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-481
Unit 1911,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-482
Unit 1912,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-483
Unit 1913,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-484
Unit 1914,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-485
Unit 1915,Level 19	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-486
Unit 2001,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-487
Unit 2002,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-488
Unit 2003,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-489
Unit 2004,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-490
Unit 2005,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-491
Unit 2006,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-492
Unit 2007,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-493

Unit 2008,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-494
Unit 2009,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-495
Unit 2010,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-496
Unit 2011,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-497
Unit 2012,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-498
Unit 2013,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-499
Unit 2014,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-500
Unit 2015,Level 20	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-501
Unit 2101,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-502
Unit 2102,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-503
Unit 2103,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-504
Unit 2104,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-505
Unit 2105,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-506
Unit 2106,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-507
Unit 2107,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-508
Unit 2108,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-509
Unit 2109,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-510
Unit 2110,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-511
Unit 2111,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-512
Unit 2113,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-513
Unit 2114,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-514
Unit 2115,Level 21	673 La Trobe Street DOCKLANDS VIC 3008	BUI-2015-515

Record of agreement

Section 46F, *Domestic Building Contracts Act 1995*

Dispute reference number: DBDRV-2023-08-38484

Between:

Party A: Owners Corporation PS6131436 (Building Owners)

and

Party B: Hamilton & Marino Builders Pty Ltd (Builder)

Property: M Docklands, 677 La Trobe Street Docklands VIC 3008

Conciliator: Ray Campagna

1. The parties acknowledge and confirm that Domestic Building Dispute Resolution Victoria held a telephone conciliation conference on 28 May 2024.
2. The conciliation conference was attended by:
 - a. Coral Knight, Richard Godfrey and Erica Maloni being the authorised representative for the Owners and
 - b. Matthew Stephens, being the authorised representative for the Builder(collectively, the **Attendees**).
3. The Attendees confirmed that they each attended the conciliation conference voluntarily and were authorised to resolve the dispute, respectively.
4. The issues in dispute are listed in Section A and these were read to the parties by the conciliator.
5. The issues that were resolved are listed in Section B of this record of agreement **Agreement**). The parties agreed to the actions and due dates in Section B, which were read to them by the conciliator.
6. The issues that were not resolved are listed in Section C. These issues were read to the parties by the conciliator.
7. If the actions are not completed by the due dates, you should first contact the other party directly to attempt to agree on new timeframes or actions and put these changes in writing.

8. If this is not possible, notify your Dispute Resolution Officer in writing. If a written amendment to the Agreement cannot be achieved with the assistance of your Dispute Resolution Officer, DBDRV will review the agreement to assess whether the agreed actions were complied with (if possible).
9. If the Chief Dispute Resolution Officer or delegate decides the Agreement has not been complied with, a dispute resolution order or a certificate of conciliation (dispute not resolved) will be issued. Please refer to dbdrv.vic.gov.au for more information.

Section A – Issues in dispute

Building work

Item no	Item	Issue	Location	Description
1	Stairwell shaft roof waterproofing		Upturn waterproofing (item 1.1 Buildspect)	There is an omission of a continuous upward termination of the liquid waterproofing membrane at the junction of the concrete sections on the roof of the stairwell shaft. There is calcification present to the soffit of the stairwell shaft roof consistent with water ingress.
2	Stairwell shaft roof waterproofing		Downturn waterproofing (item 1.6 Buildspect)	There is an omission of a vertical downward termination of the liquid waterproofing membrane on the roof of the stairwell shaft. There should be a vertical downward termination for membranes on roofs in accordance with the building standard.
3	Level 19 roof fall		roof (item 2.1 Builspect)	There is water pooling and water staining on the outer edges of the level 19 roof consistent with insufficient fall to the drainage outlets. There should be fall in finishes to ensure water drains to drainage outlets in accordance with the building standard.
4	Level 3 roof waterproofing		Delaminating waterproofing (item 3.1 Buildspect)	There is buckled torch-on waterproofing to the north elevation roof of level 3 consistent with a lack of adhesion. There should be a membrane applied to a surface with sufficient adhesion to resist applied forces in accordance with the building standard.

5	Level 3 roof waterproofing		Waterproofing upturn (item 3.5 Buildspect)	The torch-on waterproofing is delaminating from the concrete hob to the north elevation roof of level 3. There should be a sealed waterproofing upward termination in accordance with the building standard.
6	South elevation ground staircase		ground floor (item 4.1 Buildspect)	There is efflorescence leeching out from the pavers and delaminating pavers on the risers and runs of the staircase. The water ingress into the south elevation ground floor commercial tenancy is consistent with water ingress as a result of a failed waterproofing membrane to the south elevation staircase
7	North elevation ground staircase		Ground floor (item 5.1 Buildspect)	There is water ingress through the ceiling of the Latrobe Street bridge laneway consistent with water ingress from the north elevation ground staircase. There is no waterproofing membrane applied under the pavers of the north elevation entrance staircase.
8	Masonry cracks		Walls (item 6 Buildspect)	There are horizontal cracks of approximately 10 to 20 mm in width to the Bessa block masonry wall along the south boundary of the ground floor carpark. There should not be cracking to a masonry wall of category 3 or 4 in accordance with the building guide.
9	Water ingress to ground floor carpark		Ground floor (item 7 Buildspect)	There is calcification and water marks along the west boundary wall of the ground floor carpark consistent with water ingress from the external wall. There is no internal drainage system such as a spoon drain to collect water that penetrates the external wall.

10	Water ingress to mezzanine floor carpark		Mezzanine floor (item 8 Buildspect)	There is calcification and water marks along the south boundary in the bike enclosure room consistent with water ingress from the external wall. There is an internal drainage system in the form of a drip tray and outlet pipes that is collecting part of the water ingress.
11	Façade windows		Windows (item 9 Buildspect)	There are two glazed windowpanes without a champagne mirror finish, visible on the east elevation from the level 3 roof that are visually consistent with temporary glass. The glazed windowpanes without a champagne mirror finish is not visually consistent with the glazing on the remainder of facade
12	Omission of glazing decals		Windows (item 10 Buildspect)	There are no decals applied to the solid glazed panels to the north and south of the hallways on levels 6 to 19. There should be making located on glazing panel capable of being mistaken for a doorway or opening in accordance with the building code.
13	Omission of fire door tags		Fire doors (item 11 Buildspect)	There is an omission of fire door tags on all electrical services cupboards located on levels 6 to 19. There should be an affixed metal tag to the internal of a fire door in accordance with the building standard.
14	Operation of doors		Doors (item 12 Buildspect)	The south and north water meter cupboard on level 18 contacts with the emergency ceiling light or smoke detector when opening and therefore, cannot be fully opened. There should be doors installed that operate as intended by the manufacturer in accordance with the building guide.

15	Concrete finish		Concrete internal walls (item 13 Buildspect)	There is an unfilled unused pipe penetration in the floor of the level 18 water meter cupboard. Various sections of concrete broken out of the concrete wall to the level 14 bin room/internal walls
16	Omission of sealant		Fire safety (item 14 Builspect)	There is a hole to the inside fire rated sealant applied at the top of the fire rated door to the level 17 bin room. The omission of sealant to the top of the fire rated door does not avoid the spread of fire, does not comply with building code and is defective work by the builder.
17	Omission of fixings		Service doors (item 15 Buildspect)	There are missing screws to the hinges of the: - level 17 NBN services door - level 12 stairwell fire door - level 8 NBN services door - level 6 NBN services door There should be door furniture installed to operate as intended by the manufacturer in accordance with the building guide.
18	Penetrations to services cupboards		Services cupboards (item 16 Buildspect)	There is a hole in the plaster on the wall of the level 13 and 15 NBN services cupboard. There should not be penetrations through service cupboards that reduces the fire performance in accordance with the building code.
19	West paving		Pavers (item 17 Buildspect)	There is drummy and loose paving along the west elevation pathway and nib walls, with some pavers completely fallen off. The fallen off, drummy and loose paving along the west elevation is consistent with insufficient adhesion to the substrate as a result of poor workmanship by the builder.

20	Glass panels		Spontaneous breakage of toughened glass (Facade Engineering Report)	Spontaneous glass breakage of the Insulated Glass Unit have occurred due to an impurity inclusion which was produced during the glass manufacture.
21	Cracked Window		Window of unit 1705 (item 18 Buildspect)	There is cracking to the external pane of glass.
22	Cracked Concrete		Lobby on levels 19, 17, 16, 15, 13, 12, 11, 10, 9, 8, 7 and 6 (item 19 Buildspect)	There is cracking of 1 to 20 mm and popping fixings at the door frame to either side of the fire exit doors from the stairwell in each lobby. The cracking is consistent with occurring during installation of the screw fixings into the door frames. The cracking exceeding 5 mm in width does not comply.
23	Surface Water Drainage		Surface water drainage in basement (item 20 Buildspect)	Moisture at the base of the bessa block walls adjacent to the hotel storage room consistent with insufficient conveyance of pooling water to an appropriate outfall, causing water damage to hotel storage room and storage items.
24	Surface Water Drainage		Surface water drainage in basement (item 20 Buildspect)	There is water pooling on the carpark surface adjacent to the penthouse no.1906 storage area consistent with insufficient conveyance to an appropriate outfall

Payment issues

Item no	Invoice date	Invoice number	Total amount due	Outstanding amount
1			\$697,202.20	\$697,202.20
2			\$36,208.00	\$36,208.00

Section B – Resolved issues

Agreement term	Description	Responsible party	Due date
1	In relation to Item 3 of Section A, Roof, the Parties have agreed that the Builder will rectify the Level 19 roof fall to ensure fall to drainage outlets	Builder	July 15, 2024
2	In relation to Items 4 and 5 of Section A, Level 3 roof waterproofing, the Parties have agreed that the Builder will rectify the waterproofing membrane in accordance with the recommendations of Items 3.10 to 3.12 of the Buildspect Report of July 26, 2023	Builder	July 15, 2024
3	In relation to Item 8 of Section A, Masonry cracks, the Parties have agreed that the Builder will rectify the masonry cracks in accordance with the recommendations of Items 6.9 to 6.13 of the Buildspect Report of July 26, 2023	Builder	July 15, 2024
4	In relation to Item 10 of Section A, Water Ingress, the Parties have agreed that the Builder will rectify the South Boundary Wall to ensure there is no water ingress through the external wall	Builder	July 15, 2024
5	In relation to Item 11 of Section A, Facade windows, the Parties have agreed that the Builder will replace the 4 glazing panels to Apartments 501, 509, 802 and 1312 to provide a champagne mirror finish to match the remaining windows on the facade	Builder	Sept. 30, 2024

6	In relation to Item 12 of Section A, Windows, the Parties have agreed that the Builder will supply and install decals to the glazing of the full height window to Level 19 Hallway	Builder	July 15, 2024
7	In relation to Item 14 of Section A, Doors, the Parties have agreed that the Builder will rectify the door the door to the south water meter cupboard on Level 18 to ensure proper operation and reposition the emergency ceiling light, reposition the smoke detector and rectify the plaster ceiling affected by the rectification works	Builder	July 15, 2024
8	In relation to Item 16 of Section A, Sealant, the Parties have agreed that the Builder will apply a fire rated sealant to the hole at the top of the fire rated door to the Level 17 bin room	Builder	July 15, 2024
9	In relation to Items 20 and 21 of Section A, Glass Panels, the Parties have agreed that the Builder will remove all the cracked glass panels including the bedroom window to Apartment 1705 and replace with glass which complies with the Building Guide	Builder	Sept 30, 2024
10	Access The Owners will give access to the Property for the Builder and/or their sub-contractors to carry out the work under this Agreement, as long as the Builder gives the Owners one day notice.	The Parties	Ongoing
11	Communication	The Parties	Ongoing

	The Parties agree that communication, to fulfil the terms of this Agreement will be by email, between the Builder and the Facilities Manager (Summit Facilities), the details of which have been exchanged		
12	Standard of work The Builder agrees that the rectification work performed under this Agreement will be carried out in accordance with all laws and legal requirements, including but not limited to, the warranties in section 8 of the Domestic Building Contracts Act 1995, the Building Act 1993 and the regulations made under that Act.	The Builder	Not applicable
13	Confidentiality The parties agree to keep confidential the contents of this Agreement and anything said or done during conciliation.	The Parties	Ongoing
14	Release clause – Partial Agreement The parties mutually release and discharge each other from all further claims, demands, losses, suits, damages and costs of any kind, including in negligence, arising out of or in connection with the items in Section A of this Agreement: subject to the performance of the Agreement Terms set out in Section B of this Agreement; and except for the items not resolved between the parties, set out in Section C of this Agreement.	The Parties	Ongoing

Section C – Unresolved issues in dispute

Item number	Description
1.	The Parties have not reached an agreement in relation to the following Items in Section A above; Issues in dispute Items, 1, 2, 6, 7, 9, 13, 15, 17, 18, 19, 22, 23 and 24 Payment issues Items 1 and 2

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27.05.2025**Results of Special Resolution Ballot****Owners Corporations 1, 2, 4 & 8 on PS613436T
Lacrosse & M Docklands,
673 – 683 La Trobe Street Docklands 3008**

Dear Members,

On the 9th of May 2025, the Notice of Ballot was sent to all members/lot Owners with motions to pass Special resolutions outlined below with the votes being received over 14 days. The ballot closed at 5 PM on the 26th of May 2025.

We are pleased to inform members that the following three resolutions have been passed on an interim basis.

Special Resolution 1 – Adopt New Special Rules

Motion by Special resolution pursuant to section 138 of the Act, the Owners Corporation 1, 2, 4 and 8 of Plan No PS 613436 by special resolution resolves to adopt the new special rules and lodge a certified copy of the special rules by the secretaries of Owners Corporation 1, 2, 4 and 8 of Plan No PS 613436 with the Registrar in accordance with Section 142 of the Act.

Special Resolution 2 – Enforcement actions against debtors

Motion by special resolution that the Owners Corporation 1, 2, 4 and 8 of Plan No PS613436 resolved as a special resolution within the meaning of sections 18, 96 and 97 of the Act to issue debt recovery and enforcement proceedings, bankruptcy and/or winding up proceedings in a Court or Tribunal of competent jurisdiction, and that the committee is authorised to instruct the Owners Corporations' lawyers, including instructions to settle or compromise any such legal proceedings. The Owners Corporation shall do all things necessary and sign all documents as may be required to give effect to this special resolution against the following listed lots: Lot 5E13, 10E15, 17E03, 13E06, 2R, 3E07, 4E12, 5E05, 7AR, 7BR, S14, 7E01

Special Resolution 3 – Legal Action against Hamilton Marino and other associated parties

It is resolved as a special resolution within the meaning of sections 18, 96 and 97 of the Owners Corporations Act 2006 to issue legal proceedings against the builder (in external administration), building surveyor, engineers, architect, and any prospective concurrent wrongdoer for the rectification or alternatively the costs of rectification of all defects within common property of PS613436-01 and 08, and that the committee is authorised to instruct the owners corporation's lawyers in that proceeding, including instructions to settle or compromise any legal proceedings, and upon settlement or determination of such legal proceedings the owners corporation shall cause the carrying out of the rectification works and that the owners corporation shall do all things and sign all such documents as may be required to give effect to this special resolution, settlement with the builder and any concurrent wrongdoer and the carrying out of the rectification works.

Summary of Special Resolution Ballot results:

Total No. of lots of the property	525
Total No. of Lot Entitlement of the property	110418

	Eligible No. of Votes Received	% of Votes	Lot Entitlement	% of total Lot entitlement

RESOLUTION-1				
For	300	57.143%	65309	59.1471%
Against	16	3.048%	3572	3.2350%
Total - Eligible	316	60.190%	68881	62.3820%

RESOLUTION-2				
For	310	59.0476%	67838	61.4374%
Against	6	1.1429%	1120	1.0143%
Total - Eligible	316	60.1905%	68958	62.4518%

RESOLUTION-3				
For	312	59.4286%	67553	61.1793%
Against	11	2.0952%	1899	1.7198%
Total - Eligible	323	61.5238%	69452	62.8992%

OWNERS CORPORATIONS ACT 2006 - SECT 97
Interim special resolutions

- (1) If, at a meeting or by ballot, the vote in favour of a matter requiring a special resolution is at least 50% of the total votes for all lots affected by the owners corporation and the vote against the resolution is not more than 25% of those votes, the resolution is to be taken to be passed as an interim special resolution.
- (2) If the interim special resolution is passed at a meeting, notice of the interim special resolution and the minutes of the meeting at which the interim special resolution was passed must be forwarded to all lot owners within 14 days of the meeting.
- (3) If the interim special resolution is passed by ballot, notice of the interim special resolution (including the text of the resolution) must be forwarded to all lot owners within 14 days of the close of the ballot.
- (4) The notice under subsection (2) or (3) must state that the interim special resolution will become a special resolution at the end of 29 days after it was passed unless lot owners who hold more than 25% of the total votes for all the lots affected by the owners corporation petition the secretary against the resolution.
- (5) An interim special resolution becomes a special resolution of the owners corporation on the day that is 29 days after the day the interim special resolution was passed unless lot owners who hold more than 25% of the total votes for all the lots affected by the owners corporation petition the secretary against the resolution.

Note

The effect of subsection (5) is that an interim special resolution cannot be acted on for 29 days after it is passed and cannot be acted on at all if a petition is received by the secretary within that 29-day period.

Ballot Outcome:

Based on the votes received, more than 50% of total votes are in favour of the proposed special resolutions. Therefore, the Owners Corporation can confirm that all three special resolutions have been passed on an interim basis, unless 25% of total votes received against the proposed special resolution within 14 days of this notice. Otherwise, after 29 days of the closing date of the ballot all resolutions will become final special resolutions of the Owners Corporation.

We thank all owners for their support during this ballot.

Yours faithfully.

Viduni Fernando

Platinum Strata Pty Ltd

On Behalf of the Owners Corporation PS613436-01,02,04 and 08

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

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Notification of making, amendment or revocation of owners corporation rules

Section 142 *Owners Corporation Act 2006*

Privacy collection statement

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

Lodged by	Tisher Liner FC Law
Name	Phillip Leaman
Phone	(03) 8600 9333
Address	Level 6, 600 Bourke Street, Melbourne
Reference	PL: 241295
Customer code	16804R
Owners corporation number	Owners Corporation 1 Plan No. PS613436T
Plan number	PS613436T

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

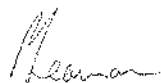
2. If applicable, the special resolution passed on 24 June 2025

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

13 February 2026

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



PHILLIP LEAMAN
 Of Level 6, 600 Bourke Street, Melbourne VIC 3000
 An Australian Legal Practitioner within the meaning of Legal
 Profession Uniform Law (Victoria)

BA135265C

The common seal of owners corporation
number:

Owners Corporation 1 Plan No. P5613436T

Plan number:

was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

Lot owner

Full name	
Address	

Lot owner

Full name	
Address	

For current information regarding owners corporation, please
obtain an owners corporation search report

Land Use Victoria
Level 1, 2 Lonsdale Street Melbourne
Melbourne VIC 3000
Telephone 03 9194 0601

Owners Corporation Rules

for

Owners Corporation 1 Plan No. PS613436T

673-683 La Trobe Street, Docklands VIC 3008

Plan of Subdivision No. PS613436T

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1. INTRODUCTION

- 1.1. These Rules are made for Owners Corporation 1 Plan No. PS613436T on Plan of Subdivision No. PS613436T and are binding from the date of registration on the Owners Corporation, the Lot Owners and Occupiers.
- 1.2. The purpose of this document is to make Lot Owners and Occupiers aware of their responsibilities to ensure that the amenity, appearance and living standards of the Buildings are maintained at premium levels.
- 1.3. All Lot Owners and Occupiers of Lots affected by the Owners Corporation are bound by these Rules. Lot Owners and Occupiers must ensure that their guests also comply with these Rules. Guests should note that in this document, a reference to "Occupier" includes guests and guests to the Lot will be personally liable for their own conduct. Occupiers of the Lot shall also be jointly and severally liable for the conduct of their non-short stay occupant guests unless a copy of these Rules have been provided to the relevant guest.
- 1.4. Owners must provide this document to their agent if a Lot is being sold or rented as these Rules apply to all purchasers and Occupiers.

2. DEFINITIONS

- 2.1. In these Rules, the terms set out below have the following meaning:

Act	means the <i>Owners Corporations Act 2006</i> (Vic) (as amended from time to time).
Building	means any building constructed on the Land.
Building Manager	means any individual person or entity engaged by or on behalf of an Owners Corporation registered at the Land for the purposes of monitoring and/or managing any Building (or part thereof) affected by the Owners Corporation.
Bulky Item	means any item or thing which reasonably requires more than one person and/or the use of a trolley or similar device in order to be moved safely.
Common Property	means all of the common property created under the Plan that is affected by the Owners Corporation, namely all of the areas marked common property 1. The common property means the Common Property as defined in the Plan of Subdivision No. PS613436T;
Commercial Lot	means a Lot used for a non-residential purpose. Where Lots are used for both non-residential and residential purposes, they are deemed to be a Commercial Lot for the purpose of these Rules.
Hard Rubbish	any large item of rubbish that cannot fit in a regular rubbish bin, including but not limited to bedding, furniture, large outdoor pots and large electrical appliances such as dishwashers, ovens, and clothes washers/dryers.
Junk Mail	means any unsolicited advertising or promotional material.

Land	means the parcel of land to which the Plan relates.
Lift	means any lift in a Building forming part of the Common Property.
Lot	means a lot affected by the Owners Corporation on the Plan and forming part of a Building. Where on the Plan, there is an interior face boundary, the private lot also consists of any internal coverings, waterproof membranes and fixtures attached to walls, floors, and ceilings.
Lot Owner	means a registered owner of a Lot.
Manager	means the Owners Corporation Manager with the delegated authority under an executed Contract of Appointment
Member	means a member of the Owners Corporation.
Moving Rubbish	means any item, good, appliance and/or furniture which an Owner and/or Occupier does not intend to keep on their Lot.
Occupier	means any person lawfully occupying or in possession of a Lot (including but not limited to a lessee or a licensee) and can include an Owner and includes guests to the Lot.
Owners Corporation	means Owners Corporation 1 Plan No. PS613436T created under the Plan of Subdivision, to which every lot owner is a member of and includes the Owners Corporation Manager and Owners Corporation Committee.
Owners Corporation Committee	means the Owners Corporation committee for the Owners Corporation as elected and/or appointed from time to time in accordance with the Act.
Owners Corporation Manager	means a manager appointed by the Owners Corporation in accordance with the Act, or if no person or company is for the time being appointed, the secretary of the Owners Corporation.
Plan	means Plan of Subdivision No. PS613436T.
Recreational Facilities	means any recreation and/or exercise facilities, rooms and/or areas on the Land being part of Common Property as determined by the Owners Corporation Committee from time to time.
Rules	means these Rules.
Security Key	means any key, swipe card or other device used to access and/or secure the Land, a Building and/or any part thereof.
Sustainability Item	means any thing that eliminates or reduces a reliance on non-sustainable energy sources and includes: (a) a solar hot water system; and (b) solar energy panels; and

- (c) a roof with colours having a particular solar absorption value.

Trading Hours	means Monday to Friday 8.00AM to 6.00PM or as otherwise designated by the Manager or Owners Corporation from time to time.
Work Approval	means an approval or consent given by the Owners Corporation in writing pursuant to Rule 8.6 of these Rules.

3. INTERPRETATION

3.1. Lot Owners and Occupiers must at all times abide by all laws and regulations set out by various federal, state and local authorities in the state of Victoria, including but not limited to the *Subdivision Act 1988* (Vic), the *Owners Corporations Act 2006* (Vic), the *Subdivision (Procedures) Regulations 2011* (Vic) and the *Owners Corporations Regulations 2018* (Vic), as amended, consolidated, re-enacted or replaced from time to time. Should these Rules be contrary to any applicable laws, those laws would supersede these Rules and must be abided by in the first instance.

3.2. In these Rules, unless the context requires otherwise:

- (a) Headings are for convenience of reference only and do not affect interpretation;
- (b) Any gender used includes all other genders;
- (c) Words importing the singular include the plural and vice versa;
- (d) An expression importing a natural person includes any company, partnership, joint venture, association or other entity;
- (e) A reference to a thing includes part of that thing; and
- (f) A reference to a document includes an amendment or supplement to, or replacement of, that document.

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

THE RULES

4. Insurance

4.1. Without the prior written consent of the Owners Corporation (which consent may be given or withheld in its sole discretion and with or without conditions), a Lot Owner and/or Occupier must not do or permit to be done anything within their Lot or on the Common Property that may invalidate, suspend or increase the premiums for or render void or voidable any insurance policy that the Owners Corporation is required to obtain and maintain or has obtained in respect of the Building and/or the Land.

- 4.2. A Lot Owner and/or Occupier must reimburse the Owners Corporation on demand any additional insurance premium payable by the Owners Corporation because of the use of the Lot Owner's Lot or because of any acts and/or omissions by the Lot Owner or Occupier.
- 4.3. A Lot Owner and/or Occupier must give written notification to the Owners Corporation if the Lot Owner or Occupier changes the existing use of the Lot in a way that will affect any insurance premiums payable by the Owners Corporation.
- 4.4. The Owners Corporation may levy a Lot Owner a fee to cover the cost of any of the following:
 - (i) an excess amount or an increased premium resulting from or attributable to an insurance claim, if the claim is caused by a culpable or wilful act or the gross negligence of a Lot Owner or Occupier;
 - (ii) damage to the Common Property that is caused by a Lot Owner or Occupier where either (i) the damage is not covered by insurance; or (ii) the cost of the damage is less than the excess amount that would have been payable on an insurance claim in relation to the damage; or
 - (iii) an excess amount on an insurance claim if the claim solely relates to a Lot Owner's Lot.

5. Health, Security and Safety

5.1. *Health, Safety and Security of Lot Owners, Occupiers of Lots and Others*

- (a) A Lot Owner and/or Occupier must not use the Lot or the Common Property, or permit it to be used, so as to cause a hazard to the health, safety and security of another Lot Owner, Occupier, or user of another Lot.
- (b) A Lot Owner and/or Occupier must notify the Owners Corporation or the Building Manager of any hazard to the health, safety and security of another Lot Owner, Occupier or user of another Lot of which they become aware.
- (c) A Lot Owner and/or Occupier must secure a Lot when it is unoccupied and comply with the Owners Corporation's and the Building Manager's reasonable directions about a Building's security.
- (d) A Lot Owner and/or Occupier must not facilitate any person's entry to any part of a Building and/or the Land to which Lot Owners and/or Occupiers do not ordinarily have access (including but not limited to any plant room, machinery room, lift shaft or similar area) without the prior written approval of the Owners Corporation Committee or Building Manager, such approval not being unreasonably withheld.
- (e) A Lot Owner or Occupier must not:
 - (i) use or permit a Lot to be used in a manner that would contravene any planning regulations as listed under the *Planning and Environment Act 1987*, requirements or restrictions placed on the Plan of Subdivision from time to time;

- (ii) install an intruder alarm that emits an audible signal unless the audible signal ceases after no more than 5 minutes from activation; or
 - (iii) do anything or permit something to be done that may adversely affect the safety or security of a Building, the Common Property, any Lot or any person in or about the Building, the Common Property or Lot.
- (f) A Lot Owner or Occupier who is present on any part of the Land and/or in a Building at the time that any emergency drill commences must participate in any emergency drill in a Building of which the Owners Corporation or Building Manager gives reasonable notice, unless the Lot Owner or Occupier has reasonable excuse not to participate.
- (g) A Lot Owner or Occupier must evacuate a Building immediately and in accordance with the directions of any representative or agent of the Owners Corporation or the Building Manager when informed of an actual or suspected emergency.
- (h) A Lot Owner or Occupier must promptly notify the Owners Corporation or the Building Manager in writing of any breakage or defect in any common property services of which they become aware, including but not limited to water pipes, air-conditioning ducts or equipment, electrical and light fittings and services and fire equipment.
- (i) A Lot Owner or Occupier must not give, and must not cause nor permit to be given, any Junk Mail to any other Lot Owner, Occupier and/or person on the Land (howsoever given, including but not limited to the placing of Junk Mail in a letterbox, beneath a door and/or on any part of a vehicle).
- (j) A Lot Owner or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance by the Lot Owner or Occupier, or any invitee of the Lot Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

5.2. Security Keys

- (a) A Lot Owner and/or Occupier must take all reasonable steps to not lose or damage any Security Key.
- (b) A Lot Owner and/or Occupier, as soon as reasonably practicable, must promptly notify the Owners Corporation Committee in writing if a Security Key is lost, damaged or destroyed.
- (c) Lot Owners and Occupiers must not duplicate the Security Key or permit it to be duplicated without prior written consent from the Owners Corporation and must take all reasonable precautions to ensure that the Security Key is not lost or stolen.

5.3. Storage of flammable liquids and other dangerous substances and materials

- (a) Except with the prior written approval of the Owners Corporation, which shall not be unreasonably withheld, a Lot Owner or Occupier must not use, store or accumulate on the Lot including storage cages or on the Common Property:
 - (i) any flammable chemical, liquid or gas or other flammable material; or
 - (ii) any matter or substance that is likely to cause fire, danger to life or danger to property.
- (b) Rule 5.3(a) does not apply to:
 - (i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes and stored in domestic quantities; or
 - (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine and/or used to maintain, service and/or clean a motor vehicle.

5.4. Waste disposal

An Owner and/or an Occupier must:

- (a) make sure that the storage and disposal of garbage, refuse or waste does not adversely affect the health, hygiene or comfort of any other Owner or Occupier or user of the Land;
- (b) not deposit or throw garbage, refuse or waste onto the Common Property except into a receptacle or area specifically provided for that purpose and/or as per any directions given by the Owners Corporation Committee in writing;
- (c) remove, at the cost of the Owner or Occupier, any Moving Rubbish and Hard Rubbish the Owner or Occupier brings or causes to be brought onto the Land and must not leave any Moving Rubbish nor any Hard Rubbish in any rubbish disposal area on the Land; and
- (d) dispose of garbage in the manner specified by the Owners Corporation from time to time and in that regard:
 - (i) all garbage and waste while stored awaiting removal must be secured in a suitable package or container designed for that purpose;
 - (ii) an Owner and an Occupier must periodically clean and deodorise that package or container to prevent smells emanating from it causing any disturbance to any other person;
 - (iii) an Owner and an Occupier must keep within a Lot hidden from the view from the Common Property or other Lots or from outside the Land that package or container unless a designated place for keeping garbage containers has been established on Common Property or has, with the prior written approval of the Owners Corporation, been established on a Lot;

- (iv) all glass items of garbage or refuse must be completely drained of all liquids, be cleaned and must be deposited in unbroken condition in the area designated for those items by the Owners Corporation;
- (v) all recyclable items, including but not limited to paper, cardboard and plastic as from time to time nominated by the Owners Corporation, must be stored in the area designated for those items by the Owners Corporation; and
- (vi) all cardboard boxes and similar packaging must be broken down, tied with string, and neatly packed in the garbage area.
- (vii) All chemical cleaning products are disposed of in the manner prescribed for the product and must be secured in a suitable package or container designed for holding the product.
- (viii) All chemical cleaning products are not to be left on the common property or placed within the recycling bin. Where a chemical cleaning product is spilt on the common property, the relevant Lot Owner and/or Occupant or agent thereof is responsible for the removal of the product, reinstatement of the common property and any associated cost.
- (ix) All cardboard boxes must be compressed and disposed of in the cardboard skip on the ground floor.

5.5. Fire safety and emergency services

- (a) A Lot Owner and any Occupier must not interfere, obstruct or tamper with any fire or emergency equipment.
- (b) A Lot Owner and any Occupier must not keep or leave open or permit to be kept or left open any security / fire doors, and must not obstruct any fire stairs or fire escape.
- (c) A Lot Owner and/or any Occupier must ensure that all fire safety equipment in their Lot is properly maintained and tested, including but not limited to ensuring that:
 - (i) all smoke detectors and fire equipment installed in the Lot are properly maintained and tested (excludes sprinklers linked to the main building system);
 - (ii) the front door to the Lot is maintained in accordance with the fire regulations as a fire door and that no additional locks, chains, deadlocks or peepholes are installed which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations, without the prior written approval of the Owners Corporation;
 - (iii) all such fire equipment complies with all statutory and other requirements relating to fire and fire safety in respect of the Lot; and

- (iv) ensure that all accessible doors, windows and balcony glass are properly maintained.
- (d) If a Lot Owner or Occupier causes any emergency service (including but not limited to any public or private fire, police, security and/or ambulance service) to attend the Land, a Building and/or any part thereof for any reason other than that Lot Owner or Occupier reasonably believes the attendance of that service is appropriate for the purposes of dealing with any emergency or reasonably suspected emergency, then that Lot Owner or Occupier who, by themselves or their guest, causes any such attendance by an emergency service is liable for and must indemnify the Owners Corporation and pay all fees, charges and/or costs (if any) of that emergency service arising out of and/or in connection with the attendance.
- (e) Without limitation and for the purposes of Rule 5.5, a Lot Owner or Occupier is deemed to cause any emergency service to attend the Land, a Building and/or any part thereof where that Lot Owner or Occupier (whether deliberately, negligently or accidentally) or fails to maintain a fire alarm which leads to an emergency service attending the Land, a Building and/or any part thereof in circumstances where there is no emergency reasonably requiring the attendance of that emergency service.
- (f) For the purpose of Rule 5.5(f), the Owners Corporation is not required to provide any notice to the Occupier of a Lot in the case of an emergency. For the purposes of Rule 5.5, 'emergency' includes, but is not limited to:
 - (i) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
 - (ii) a leak or a similar problem requiring prompt attention;
 - (iii) cracking or a similar structural problem likely to affect the immediate safety of a building or any person;
 - (iv) an actual or reasonably foreseeable outbreak of fire, or the presence of an unattended item or substance which poses a serious risk of causing or substantially accelerating an outbreak of fire (by way of example *only*: an open container of petrol or gas left exposed and unattended on a balcony); and/or
 - (v) as otherwise determined by the Act or the law.

6. Committees and Sub-Committees

6.1. *Management and Administration of Common Property and Services*

- (a) The Owners Corporation will manage and administer the Common Property and the Services, except to the extent delegated to a Manager or the Committee.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the Lot Owner or Occupier an amount that

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.

- (c) 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.
- (d) Rule 6.1(b) does not apply if the concession or rebate: -
 - (i) 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
 - (ii) is paid directly to the Lot Owner or Occupier as a refund.

6.2. Functions of Manager appointed by the Owners Corporation

- (a) All Owners and Occupiers are on notice that the Owners Corporation is a statutory body, made up of the Owners of all the Lots at the Property from time to time. Between Annual General Meetings of the Owners Corporation, the elected Committee makes decisions on the Owners Corporation's behalf. The Owners Corporation may appoint a registered Manager from time to time to assist it with its functions. The Manager is a service provider to the Owners Corporation and acts upon the direction and instruction of the Committee of the Owners Corporation.
- (b) A Manager may carry out all functions delegated to it by the Owners Corporation.

6.3. Owners Corporation Committee

- (a) Subject to clause 6.3(b), the Owners Corporation may make a rule requiring that a majority of the members of the committee of the Owners Corporation consent to a proxy of a member (authorised under section 89C of the Act) voting at committee meetings.
- (b) A rule made under clause 6.3(a) only applies if the proxy-holder has not been elected or co-opted as a member of the committee.
- (c) If a rule under subsection clause 6.3(a) is in effect, the consent must not be unreasonably withheld.

6.4 Functions, powers and reporting of committees and sub-committees

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

7. Use of Common Property

7.1. Proper use of Common Property

- (a) A Lot Owner and Occupier must not:
- (i) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
 - (ii) without the prior written approval of the Owners Corporation, use for his/her/its own purposes any portion of the Common Property (any such approval granted under this Rule 7.1(a)(ii) may state a period for which the approval is granted);
 - (iii) use or permit to be used any part of the Common Property for a purpose other than the purpose for which it is properly available or which purpose is designated by the Owners Corporation and without limitation an owner and occupier must not keep any animal on the Common Property;
 - (iv) hold or cause to be held any auction sale on any part of the Common Property and without obtaining the prior written approval from the Owners Corporation;
 - (v) use or permit to be used any part of the Common Property in a way that will adversely affect any insurance premiums payable by the Owners Corporation;
 - (vi) other than in an area of the Common Property designated for the consumption of food and/or any beverage, consume any food and/or beverage in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the Common Property;
 - (vii) use any part of the common property for any trade or business, without the prior written consent of the Owners Corporation;
 - (viii) in the case of any person over 18 years of age, use or permit to be used any bicycle (including electric), scooter (including electric), roller blades / skates, skateboard, ball of any type and/or any other sport equipment on the Common Property or any part thereof unless it is in the course of supervising a person under 18 years of age, including but not limited to car parking areas, driveways, and access pathways;
 - (ix) in the case of any person over 18 years of age and except for the purpose of parking a bicycle in a designated parking area or in a Lot, bring or permit to be brought any bicycle into any of the following areas on the Land and/or in a Building: foyers, stairwells, lifts, hallways, garden areas, walkways, balconies situated within the Common Property and/or other parts of the Common Property as may be designated by the Owners Corporation from time to time; and
 - (x) without the prior written approval of the Owners Corporation, place and/or allow to be placed any signs on Common Property (for example *only*: real estate auction / sale signage).

7.2. Vehicles and parking areas

(a) A Lot Owner and/or Occupier must not, except in the case of an emergency involving the police, fire brigade or other emergency authority:

- (xi) park or leave a vehicle nor allow a vehicle to be parked or left:
 - A. in a parking space allocated for use by the Lot Owner and/or Occupier of another Lot or a visitor to any Lot;
 - B. on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot or the Common Property;
 - C. in any place on the Common Property other than a parking space situated on Common Property and specified for that purpose by the Owners Corporation; or
 - D. in a parking space designated by the Owners Corporation for disabled parking unless the vehicle displays at all times when parked in that parking space a current parking permit for disabled persons issued by a municipal council
- (xii) use or permit to be used any part of a Lot designated or designed to be used as a parking space for any purpose which adversely affects any other Lot Owner and/or Occupier;
- (xiii) wash any vehicle on the Land other than in a space allocated for that purpose by the Owners Corporation;
- (xiv) carry out any work or permit to be carried out any work on a vehicle in a parking space or anywhere on Common Property other than minor maintenance and/or repairs essential to the safe operation of the vehicle (including without limitation replacing or charging car batteries, changing tyres and/or topping up oil or water);
- (xv) allow a visitor to park a vehicle in any visitors parking spaces on Common Property for a period exceeding the time stated on visitor parking times signage which may be amended from time to time; or
- (xvi) grant a lease or other right to use a parking space forming part of a Lot to anyone other than another Lot Owner and/or Occupier.

(b) Subject to Rule 7.2(c), a Lot Owner and/or Occupier must ensure any vehicle parked within a car space belonging to that Lot Owner and/or Occupier is parked wholly within the marked boundaries of that car space, with no part of the vehicle extending beyond the said marked boundaries.

(c) If a Lot Owner and/or Occupier wishes to park a vehicle which is longer or wider than the dimensions of the car space in which the Lot Owner and/or Occupier proposes to park that vehicle ("**Oversized Vehicle**"), then the Lot Owner and/or Occupier must apply in writing to the Owners Corporation Committee for approval to park in the car space. The Owners Corporation must assess any such application as soon as reasonably practicable, and must not grant authorisation until:

- (i) the applicant Lot Owner and/or Occupier has provided to the Owners Corporation written details of:
 - A. the dimensions and precise location of the car space in which the Lot Owner and/or Occupier proposes to park the Oversized Vehicle; and
 - B. the dimensions of the Oversized Vehicle.
 - (ii) it has made reasonable efforts to contact and hear from any Lot Owner and/or Occupier who will reasonably be affected by such authorisation, including but not limited to any Lot Owner and/or Occupier whose Lot includes a car space adjoining the car space in which the oversized vehicle, if authorised, will or may be parked;
 - (iii) it has determined authorisation will not unduly impact the safe movement of any vehicle and/or person on the Land; and
 - (iv) any other procedures, as may be prescribed from time to time in writing by the Owners Corporation Committee, for determining authorisation of an Oversized Vehicle have been performed.
- (d) If authorisation of an Oversized Vehicle is granted, that authorisation cannot be revoked unless and until:
- (i) the Lot Owner and/or Occupier states in writing to the Owners Corporation Committee that the authorised Oversized Vehicle will no longer be parked on the Land;
 - (ii) the Lot Owner and/or Occupier no longer owns and/or occupies the Lot; or
 - (iii) the Owners Corporation Committee reasonably determines that the Oversized Vehicle poses an undue risk to the safety of any person and/or causes undue inconvenience to any other Lot Owner and/or Occupier, by which the risk of safety and/or cause of inconvenience could not have been reasonably anticipated at the time the Lot Owner and/or Occupier applied for authorisation of the Oversized Vehicle.
- (e) If a vehicle is leaking any fluid and/or is in such poor condition as to represent a risk of harm to any person, Building, Lot or the Common Property, a Lot Owner and/or Occupier must not cause or allow that vehicle to be parked or kept at any time on a Lot or Common Property unless it is for the purpose of immediately performing minor maintenance and/or repairs to halt the fluid leak and/or eliminate the risk of harm to any person, Building, Lot or the Common Property.
- (f) A Lot Owner and/or Occupier must not drive or operate or allow any visitor to drive or operate any vehicle on Common Property:
- (i) in an unsafe manner; and/or
 - (ii) in excess of any speeds posted on signs on the Common Property by the Owners Corporation and in the absence of any speed signs in excess of 20kph.

- (g) A Lot Owner and/or Occupier must not permit or allow any build up or discharge of any oil or other substance from any vehicle parked on a parking space allocated to that Lot Owner and/or Occupier, and must promptly clean surfaces where oil and other substances from vehicles parked have been left on a parking space.

7.3. Damage to the Common Property

- (a) A Lot Owner or Occupier must not:
- (i) damage or alter the Common Property or a structure that forms part of the Common Property without the prior written approval of the Owners Corporation, which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject; and
 - (ii) mark, paint, drive a nail through or into, screw into or otherwise deface, penetrate or damage a structure that forms part of the Common Property.
- (b) A Lot Owner and/or Occupier must not without first obtaining a Works Approval, as defined in Rule 8.5:
- (i) manage, arrange and/or carry out any domestic building work, as defined in the *Domestic Building Contracts Act 1995* (Vic), to any Lot, Common Property, Building and/or any part thereof;
 - (ii) interfere with, alter or modify any Common Property or any of the common services in a Building or the operation of any plant and equipment owned by the Owners Corporation installed on the Common Property or running through a Lot including heating or ventilation systems or associated ducting, pipes, wires or cables or associated ancillary equipment including equipment providing intercom, television, telephone, data or other communication services, power services, water, gas, drainage or sewerage services to the Common Property or a Building or other Lots; or
 - (iii) mark, paint or otherwise damage, deface or alter the Common Property.
- (c) A Lot Owner and/or Occupier must promptly notify the Owners Corporation in writing of:
- (i) any accident on the Common Property; and
 - (ii) any damage to, or defect in, the Common Property or a Building;
- which comes to their attention.
- (d) A Lot Owner and/or Occupier must pay to the Owners Corporation Manager, Building Manager and/or the Owners Corporation, on demand:
- (i) any loss, damage, cost, expense and/or reasonable fees incurred by the Owners Corporation Manager, Building Manager and/or the Owners

Corporation in rectifying the damage to the Common Property, including legal costs on a solicitor-client basis; and

- (ii) a reasonable estimate of the costs that the Owners Corporation, Building Manager and/or the Owners Corporation Manager may incur or fees the Owners Corporation Manager, Building Manager and/or Owners Corporation may charge the Lot Owner and Occupier on account of those fees or costs;

in respect of:

- (iii) any request made by the Lot Owner and/or Occupier for the Owners Corporation to give an approval;
 - (iv) a breach by the Lot Owner and/or Occupier of the *Act*, the Regulations or the Rules;
 - (v) any damage caused by the Lot Owner and/or Occupier or their invitees to the Common Property; and/or
 - (vi) the Lot Owner and/or Occupier failing to pay, when due, any amount payable to the Owners Corporation.
- (e) The Owners Corporation, Building Manager and the Owners Corporation Manager may only waive their right to demand payment of an amount payable under this Rule 7.4 if the Owners Corporation, Building Manager or the Owners Corporation Manager expressly states in writing that the amount is not and will not be payable.

7.4. *Pets*

- (a) Pets must be registered according to local and state regulations including having certificates for usual vaccinations.
- (b) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, a Lot Owner, Occupier, or a Lot, it must give reasonable notice of this resolution to the Lot Owner or Occupier who is keeping the animal. For the purpose of Rule 7.5(b), the Owners Corporation Committee may at any time produce and amend a policy which deems how and when a pet may be considered a danger or is causing a nuisance to the Common Property, a Lot Owner, Occupier, or a Lot.
- (c) A Lot Owner or Occupier who is keeping an animal that is the subject of a notice under Rule 7.5(b) must remove that animal.
- (d) Rules 7.5(b) and (c) do not apply to an animal that assists a person with an impairment or disability. Upon reasonable request, the Owners Corporation may seek confirmation that an animal assists a Lot Owner or Occupier with an impairment or disability, including but not limited to a medical certificate and/or a statutory declaration from an authorised medical practitioner.
- (e) A Lot Owner or Occupier must control animals on Common Property including leashing dogs or cats.

- (f) If an animal under the control of a Lot Owner or Occupier damages the Common Property (including any soiling), that Lot Owner or Occupier must take reasonable measures to:
 - (i) return the affected Common Property substantially to the state prior to the damage including to the state of required health and safety standards; or
 - (ii) immediately inform the Owners Corporation or Building Manager about the damage.
- (g) A Lot Owner and/or Occupier is liable for all costs reasonably incurred by any party arising out of and/or in connection with any damage or inconvenience caused by an animal owned and/or controlled by that Lot Owner and/or Occupier.
- (h) A Lot Owner and/or Occupier shall not otherwise feed (or leave or provide food for) wild animals, including birds on any part of the Common Property.

7.5. Moving Bulky Items

A Lot Owner and/or Occupier:

- (a) must notify the Building Manager in writing and make the necessary arrangements with the Manager not less than two clear business days before moving Bulky Items through Common Property;
- (b) must, at his/her/its own cost, comply with the Building Manager's reasonable directions regarding the movement of Bulky Items through Common Property. For example, the Building Manager may direct the Owner or Occupier to install protection for walls, doors or railings or may direct a specific path of travel for movement of Bulky Items;
- (c) must not prop open any security doors or automatic door closing devices when moving Bulky Items through Common Property unless the Building Manager has provided prior written consent and then only in accordance with any reasonable conditions the Building Manager sets in that regard; and
- (d) must reimburse to the Owners Corporation on demand all costs the Owners Corporation reasonably incurs for the purpose of protecting the Common Property and/or as a result of any damage caused to Common Property by the movement of Bulky Items through Common Property by an owner and/or Occupier or by anyone on their behalf.

8. Use of Lots

8.1. Short Stay

- (a) It is prohibited to use a lot as short-stay accommodation (i.e. an Owner or Occupier must not lease, license, rent, offer for use or otherwise deal with a Lot or permit a lot to be leased, sub-leased, licensed, rented, hired, offered for use or otherwise dealt with) for any continuous period less than 28 calendar days. This rule shall not apply to prohibit persons who may not be prohibited under Item 5.5 of Schedule 1 of the Owners Corporations Act 2006 (as amended from time to time).

- (b) A Lot Owner must not and must ensure that any lot occupier does not place or install a lock box on or in the common property.
- (c) A Lot Owner must not and must ensure that any lot occupier does not leave any key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property (Registered Key) in the mailbox or in any unsecured location or in a key safe.

8.2. Infestation

- (a) A Lot Owner and/or Occupier must take all reasonable steps at their own expense to ensure that the Lot does not become infested by pests.
- (b) If a Lot Owner and/or Occupier is aware that the Lot has a pest infestation, then the Lot Owner and/or Occupier must immediately take all reasonable steps at their own expense to eliminate any pest infestation from the Lot.
- (c) If a Lot Owner and/or Occupier is aware that a pest infestation within the Lot has spread to any other Lot and/or the Common Property, the Lot Owner and/or Occupier must take all reasonable steps to eliminate the same and must notify the affected owner(s).
- (d) A Lot Owner and/or Occupier must immediately notify the Owners Corporation once becoming aware of a pest infestation anywhere at the Property that may affect another Lot or the Common Property.

8.3. Cleanliness and Condition

- (a) A Lot Owner and/or Occupier must, at his/her/its own expense, keep the Lot clean and in good repair and condition including any balcony, window blinds, awnings and other things visible and/or could otherwise be smelled from outside the Lot and which a Lot Owner and/or Occupier may be permitted at anytime to keep or install on a Lot.
- (b) For the avoidance of doubt, a Lot Owner and/or Occupier must ensure any foul-smelling items, waste and/or garbage are stored in such a way as they cannot be seen or smelled from outside of the Lot in which they are stored.
- (c) No object (including but not limited to flower pots, cups and glassware) may be placed on the balcony and/or balcony balustrade of any Lot, where it is possible for it to fall or be blown away from the balcony, without the prior written approval of the Owners Corporation. Any loss, damage and/or inconvenience caused by an object which falls from a balcony and/or balcony balustrade is the sole responsibility of the Lot Owner and/or Occupier from whose balcony the object fell, and that Lot Owner and/or Occupier must indemnify any party who has suffered such loss, damage and/or inconvenience for all costs arising out of and/or in connection with same, including but not limited to legal costs.
- (d) Any loss, damage and/or inconvenience caused by an object which is dropped, falls and/or is blown from one Lot to another and/or to Common Property is the sole responsibility of the Lot Owner and/or Occupier from whose balcony the object was dropped, fell and/or was blown, and that Lot Owner and/or Occupier must indemnify any party who has suffered such loss, damage and/or

inconvenience for all costs arising out of and/or in connection with same, including but not limited to legal costs.

- (e) As far as reasonably practicable, clothes drying racks may only be kept on balconies when in use, for the purpose of drying clothes.
- (f) A Lot Owner and/or Occupier must ensure that all Lots are not occupied (that is on a temporary or permanent basis and excluding day visitors) by more than a permitted amount of occupants, being as follows:-
 - (i) That 2 bed apartments are not occupied by more than 4 people; and
 - (ii) That 1 bed apartments are not occupied by more than 2 people.
- (g) A Lot Owner and/or Occupant must ensure that when cooking within the Lot that balcony doors are open and the range hood is operating to ensure adequate ventilation.

8.4. *Appearance and Interference*

- (a) A Lot Owner and/or Occupier must not without first obtaining the prior written approval of the Owners Corporation:
 - (i) maintain inside a Lot anything visible from outside that Lot that is not in keeping with the rest of the Building in which the Lot is located;
 - (ii) display inside or attached to a Lot any offensive material which is visible from outside of that Lot, including but not limited to any material which uses words or pictures of a sexual, violent, discriminatory and/or obscene nature;
 - (iii) operate on a Lot any device or electronic equipment which interferes with any device or electronic equipment lawfully in use on the Common Property or another Lot; and/or
 - (iv) install or permit to be installed in a Lot of any window furniture visible from outside the Lot other than cream in colour, including but not limited to newspaper and aluminium foil; and/or
 - (v) install or permit to be installed any keypads, doorbells or peepholes to any external door of the lot.
- (b) A Lot Owner and/or Occupier must not:
 - (i) place any washing, towel or other article on the Common Property or on a Lot (including over the balcony and/or fence) so as to be visible from the Common Property or from outside of the Building in which the Lot is located; and/or
 - (ii) throw any rubbish, cigarette butts, cigarette ash and/or any other items of any nature onto the Common Property or another Lot.
- (c) The Owners Corporation:

- (i) may make rules in respect of proposed works to renovate or alter the external appearance of a lot:
 - A. to protect the quiet enjoyment of all other lots and the common property during those works; and
 - B. to protect the structural integrity of any building on the plan of subdivision from those works; and
 - C. to ensure the market value of any lot does not decrease as a result of those works.
- (ii) cannot unreasonably prohibit the installation of a Sustainability Item on the exterior of a Lot, including by prohibiting the installation of a Sustainability Item only on aesthetic grounds;
- (iii) may require that the location of a Sustainability Item, or the works involved in installing a Sustainability Item, must not unreasonably disrupt the quiet enjoyment of other Lot Owners or Occupiers or impede reasonable access to, or the use of, any other Lot or the Common Property; and
- (iv) may impose reasonable conditions on the installation of a Sustainability Item on the exterior of the Lot related to the colour, mounting and location of the Sustainability Item provided that these conditions do not increase the cost of installing the Sustainability Item or reduce its impact as a Sustainability Item.

8.5. **Works or Modifications**

- (a) A Lot Owner and/or Occupier must obtain a Works Approval as described by Rule 8.5 and must follow the Renovation / Works Guidelines (being **Attachment 1** to the Rules) prior to, while performing, and upon completion of any building work to an interior and/or exterior area of a Lot.
- (b) Without limiting Rule 8.4(a) above:
 - (i) a Lot Owner and/or Occupier must not without first obtaining the prior written approval of the Owners Corporation in accordance with Rules 8.3 and 8.5:
 - A. make any alterations to the exterior of a Lot or to any structural or load bearing part of a Lot;
 - B. attach to or hang from the exterior of a Lot (including the roof) any aerial, wires, pipe, conduit, screen or other thing;
 - C. install any air conditioning unit on the Common Property or in a Lot other than in a place nominated by the Owners Corporation;
 - D. install on a Lot any security door, washing line, door flyscreen, shade cloths, coverings, blinds, window tint, screens or awnings;

- E. paint, finish or otherwise alter the external façade of a Building or the external appearance of their Lot;
 - F. change the colour or tint of any window in a Lot;
 - G. make any modifications to any services or systems in a Lot connected to other Lots or Common Property when the modification may affect the operation of those services or systems in other Lots or on Common Property; or
 - H. install on the exterior of a Lot any locking or safety device to protect the Lot against intruders or a screen or barrier to protect the entry of animals or insects (which must be kept in good order and repair).
- (ii) a Lot Owner and/or Occupier must not make any alterations to the exterior of a Lot or to any structural or load bearing part of a lot without first obtaining written approval from the Owners Corporation.
- (iii) a Lot Owner and/or Occupier must not make any alterations or renovate the exterior appearance of a lot which will have the effect of a decrease in the market value of any other Lot as a result of those works. If the Owners Corporation considers it necessary, the Lot Owner and/or Occupier proposing the works must submit a valuation from a reputable valuer to confirm that the value of other Lots will not decrease as a result of the proposed works.
- (iv) in connection with works approved under Rule 8.4, a Lot Owner and/or Occupier must:
- A. carry out those works in accordance with the requirements of all applicable laws;
 - B. carry out those works in accordance with the lawful requirements of all authorities who have jurisdiction over the works or the Lot;
 - C. complete the works promptly once they have been started;
 - D. carry out the works in a proper tradesman like manner; and
 - E. carry out the works in accordance with the conditions set by the Owners Corporation in connection with its approval of the works, including but without limitation any conditions set regarding the hours between which those works may be carried out.
- (v) A Lot Owner and/or Occupier must, on completion of works referred to in Rule 8.4, must promptly give to the Owners Corporation:
- A. copies of all occupancy permits, certificates of final inspection and any other relevant certificate and/or permit which should be issued in respect of those works in accordance with any law; and

- B. one set of as-built plans in respect of those works.
- (vi) An approval under Rule 8.4 may state that approval will lapse after a period of time and may specify conditions to which the approval is subject.
- (c) The Renovation / Works Guidelines at **Attachment 1** are to be read in harmony with Rule 8.4(b). If there is any inconsistency between the Renovation / Works Guidelines and Rule 8.4(b) and/or any other Rule(s), then the terms of the Renovation / Works Guidelines shall prevail to the extent of any such inconsistency. The Guidelines are deemed to form part of these Rules.

8.6. **Works Approval**

Works Request

- (a) If a Lot Owner and/or Occupier wishes to manage, arrange and/or carry out any domestic building work to a Lot, as defined in the *Domestic Building Contracts Act 1995* (Vic), which may affect the common property and/or other Lot Owners' or Occupiers' enjoyment of the common property, then a request by a Lot Owner and/or Occupier for a Works Approval for that domestic building work ("**Works Request**") must be made in writing to the Owners Corporation Committee and must include all documents required to be given for approval under the Renovation / Works Guidelines at **Attachment 1** of the Rules and, upon written request by the Owners Corporation Committee any of the following additional documents and/or information:
 - (i) copies of full plans, specifications and engineering computations relating to the proposed works;
 - (ii) copies of all planning and building permits required by law to be held in respect of those works;
 - (iii) (if reasonably practicable) the name and contact details of each builder, contractor and/or tradesperson whom the Lot Owner and/or Occupier proposes is to carry out the relevant works. The name and contact details are not required for any person and/or entity acting in the capacity of an agent, employee or subcontractor of a person or entity whom the Lot Owner and/or Occupier will engage or has already engaged to perform the work the subject of the relevant Work Approval;
 - (iv) (if applicable) a dilapidation survey of all the neighbouring Lots and Common Property, including without limitation an assessment of the likely impact of undertaking and completing the works; and
 - (v) all other information or materials reasonably required by the Owners Corporation Committee including any valuation required under Rule 5.4 (b) (iii).
- (b) The Owners Corporation may advise a Lot Owner and/or Lot Occupier in writing that it does not require some or all of the information specified in the Renovation / Works Guidelines at **Attachment 1** of the Rules.

Procedure for assessing Works Request

- (c) Upon receipt of a Works Request, the Owners Corporation Committee must promptly, within 21 calendar days, determine whether the works which are the subject of the Works Request ("**Proposed Works**") will alter the external appearance of the relevant Lot. Failure by the Owners Corporation to determine whether the Proposed Works will alter the external appearance of the relevant Lot will result in there being a deemed determination by the Owners Corporation that the Proposed Works will not alter the external appearance of the relevant Lot.
- (d) If the Owners Corporation Committee determines the Proposed Works will not alter the external appearance of the relevant Lot (or it is deemed to be determined that the Proposed Works will not alter the external appearance of the relevant Lot), then the Owners Corporation Committee must within 21 calendar days of that determination:
 - (i) grant or refuse the Works Approval; and
 - (ii) if it refuses the Works Approval, provide written reasons to the relevant Lot Owner and/or Occupier for the refusal.
- (e) If the Owners Corporation Committee determines the Proposed Works will alter the external appearance of the relevant Lot, then the following procedure applies:
 - (i) within seven (7) calendar days of making that determination, the Owners Corporation Committee must provide:
 - A. a written notice of that determination (including reasons) to the relevant Lot Owner and/or Occupier; and
 - B. a full copy of the Works Request, together with any further information/documents provided by the Lot Owner and/or Occupier in respect of same, to the Owners Corporation Committee;
 - (ii) the Owners Corporation Committee must promptly (and in any case, within 21 calendar days of receiving a full copy of the Works Request, together with any further information / documents provided by the Lot Owner and/or Occupier in respect of same) give a written notice to the relevant Lot Owner and/or Occupier of its determination (including reasons) as to whether the Proposed Work is acceptable.
 - (iii) If the Owners Corporation Committee fails to give written notice of its determination within the required time (within 21 calendar days of receiving a full copy of the Works Request, together with any further information / documents provided by the Lot Owner and/or Occupier in respect of same) then the Owners Corporation Committee will be deemed to determine that the Proposed Works altering the external appearance of the relevant Lot are acceptable;
 - (iv) Within 21 days upon receipt of the Owners Corporation Committee's written notice or deemed determination, the Owners Corporation Committee must promptly:

- A. grant or refuse the Works Approval; and
 - B. if it refuses the Works Approval, provide written reasons to the relevant Lot Owner and/or Occupier for the refusal.
- (f) If the Owners Corporation Committee fails to grant or refuse the Works Approval within the required time, as set out in Rules 8.5(c), (d) and (e), the Works Request is deemed to be granted.
- (g) At any time while assessing the Works Request, the Owners Corporation Committee may:
- (i) require the Lot Owner and/or Occupier to provide the Owners Corporation with further information that the Owners Corporation Committee considers reasonably necessary; and/or
 - (ii) require the Lot Owner and/or Occupier to provide the contractors risks insurance policies or any other form of insurances with respect to the proposed works.

Works Approval

- (h) Except in the case of a deemed Works Approval under Rule 8.5, a Works Approval will not be regarded as given unless it is in writing and expressly:
- (i) states that it is a Works Approval given under Rule 8.5;
 - (ii) describes the works to which it applies, including but not limited to any specific limitation(s);
 - (iii) states a period for which the approval is granted (if any); and
 - (iv) specifies the conditions to which the approval is subject (if any).

Performance of Work the subject of Works Approval

- (i) For any Requested Works which are the subject of a Works Approval, the relevant Lot Owner and/or Occupier must:
- (i) carry out those works strictly in accordance with the requirements of all applicable laws;
 - (ii) complete the works promptly once they have been started;
 - (iii) carry out the works in a proper tradesman-like manner;
 - (iv) carry out the works in accordance with the conditions set by the Owners Corporation Committee in connection with its approval of the works including any conditions set regarding the hours between which those works may be carried out;
 - (v) provide copies to the Owners Corporation Committee of any insurance policies that the Lot Owner and/or Occupier must take out; and

- (vi) ensure at all times that such approved works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Lot Owners and/or Occupiers or others lawfully using Common Property.
- (j) For any Requested Works which are the subject of a Works Approval, the Lot Owner and/or Occupier must ensure that they and their employees, agents and contractors undertaking works observe the following restrictions in respect of the works:
 - (i) scaffolding must not be erected on the Common Property unless expressly permitted in the relevant Works Approval;
 - (ii) the Common Property must at all times be maintained in a clean, tidy and safe state;
 - (iii) any construction vehicles and construction workers' vehicles associated with the Works Approval may only be left in:
 - A. the car parking space(s) comprising part of the relevant Lot in respect of which the approved works are to be performed; and/or
 - B. visitor car parking spaces, provided the Building Manager has given written approval of the number of visitor car parking spaces as may be occupied by such vehicles on a certain date and/or between certain dates;
 - (iv) except in cases of emergency (including but not limited to circumstances in which damage is being, or may be caused to the Common Property and/or a Lot), construction work of any nature may only be performed within the hours of 9:00 am to 5:00 pm on weekdays between Monday to Friday (inclusive), and excludes all Federal and Victorian public holidays.
 - (v) for clarity and without limiting Rule 8.5(h)(iv), hammer drills or jack hammers and/or other equipment that may make noise or generate vibrations or cause other disturbance must not be used on weekends or public holidays or between the hours of 5:00 pm to 9:00 am on weekdays between Monday to Friday (inclusive), and excludes all Federal and Victorian public holidays; and
 - (vi) appropriate barriers or hoardings must be erected around the works site for the safety of Lot Owners and Occupiers and visitors to a Building.
- (k) A Lot Owner and an Occupier, on completion of the Works Approval referred to in Rule 8.5, must promptly give to the Owners Corporation:
 - (i) copies of all occupancy permits, certificates of final inspection and any other relevant certificate and/or permit which should be issued in respect of those works in accordance with any law; and
 - (ii) one set of as-built plans in respect of the Works Approval.

- (l) Subject to Rule 8.5(j), the Owners Corporation may require the Lot Owner and/or Occupier whose Proposed Works have been approved under Rule 8.5 to pay a reasonable amount to the Owners Corporation Committee to be held as security by the Owners Corporation for the performance of the Works Approval. The Owners Corporation Committee may determine when security is to be provided by and returned to a Lot Owner and/or Occupier, the amount of security to be provided, and the circumstances in which the Owners Corporation may have recourse to the security.

Changes to Proposed Works

- (m) If a Lot Owner and/or Occupier wishes to vary Proposed Works after a Works Approval is given in respect of those Proposed Works ("**Proposed Variation**"), then:
 - (i) before the Proposed Variation is performed, the Lot Owner and/or Occupier must provide in writing to the Owners Corporation Committee all details of the Proposed Variation as reasonably necessary for the Owners Corporation Committee to determine whether to approve the Proposed Variation; and
 - (ii) within 21 days of receiving the details of the Proposed Variation, the Owners Corporation Committee must determine whether the Proposed Variation is acceptable and notify the Lot Owner and/or Occupier of that determination in writing (including reasons). If the Owners Corporation Committee fails to make a determination within the required time the Proposed Variation shall be deemed to be approved by the Owners Corporation Committee.
- (n) If a Lot Owner and/or Occupier performs a Proposed Variation (or any part thereof) without receiving actual and/or deemed written approval of the Owners Corporation Committee in accordance with Rule 8.5(m), the Owners Corporation Committee may require the Lot Owner and/or Occupier to, within a reasonable time, return its Lot to the condition it would have been in had the Proposed Variation not been performed, with all associated fees, costs and expenses to be borne by the Lot Owner and/or Occupier.

Extension of Time for Determination

- (o) The Owners Corporation Committee may extend the time by which it is required to make any determination under Rule 8.5 by a reasonable amount, provided that the reason and length of the extension are both reasonable. Any such extension shall only be valid if the Lot Owner and/or Occupier is notified in writing of the extension (including reasons) before the date by which the Owners Corporation would otherwise have been required to make its determination.

By way of example only: if the Owners Corporation reasonably require the advice of an expert to determine whether Proposed Works are acceptable, and the task of seeking, awaiting and considering the expert's advice would otherwise prevent a determination from being made for two weeks after the date by which that determination would have been due in the ordinary course,

then it would be reasonable to extend the date by which the Owners Corporation must make its determination by two weeks.

8.7. Fire Prevention

- (a) A Lot Owner and/or Occupier must not store (nor permit to be stored) on their Lot's balcony flammable items (excluding a reasonable amount of clothing and/or paper) or substances, except where those items or substances are kept in a container designed for their safe storage (for example *only*: a barbeque gas bottle).
- (b) At the time that any electrical or gas appliance is used on a Lot balcony, there must be an operational fire extinguisher that is immediately available to, and can be quickly retrieved by the relevant Lot Owner and/or Occupier
- (c) Other than electrical and gas barbeques, no other open fire pit or smoke-producing devices are permitted on Lot balconies.
- (d) In the event that the Owners Corporation and/or any individual (person or entity) suffers loss or damage by reason of a Lot Owner and/or Occupier failing to abide by Rule 8.6, that Lot Owner and/or Occupier shall be liable to indemnify the Owners Corporation and/or that individual for all costs arising out of and/or in connection with that loss or damage, including but not limited to legal costs.
- (e) The Owners Corporation Committee may, from time to time, publish a policy document (a copy of which is available upon request from the Owners Corporation Manager) in which the Owners Corporation Committee may give reasonable directions to Lot Owners and/or Occupiers on matters of fire safety and fire prevention. A Lot Owner and/or Occupier must comply with all reasonable directions contained in the policy document as soon as reasonably practicable, conditional upon a copy of the policy document having been made available (in hardcopy and/or electronic format) to that Lot Owner and/or Occupier.

9. Behaviour of persons

9.1. Behaviour of Lot Owners, Occupiers and Other Persons on Common Property

- (a) A Lot Owner and/or Occupier must take all reasonable steps to ensure that they and any guests comply with the Rules and do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use a lot or the Common Property.
- (b) If a guest to a Lot breaches the Rules, the Occupier of the Lot and the guest are jointly and severally liable for satisfying any penalty or compensation payable as a consequence of the guest's breach to the Owners Corporation.

9.2. Noise and Other Nuisance Control

- (a) A Lot Owner and/or Occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any Lot and/or Common Property by any other Lot Owner, and/or Occupier.
- (b) Rule 9.2(a) does not apply to any noise if the Owners Corporation Committee has given prior written approval for the activity from which that noise comes.
- (c) A Lot Owner and/or Occupier must not make noise that can be heard outside of the Lot between the hours of 10.00 pm and 8.00 am, without the prior written approval of the Owners Corporation Committee.
- (d) A Lot Owner and/or Occupier must not throw any item, or allow any item to be thrown, from a window or balcony.
- (e) If the Owners Corporation Committee reasonably resolves that an item is a hazard, is causing a nuisance to a Lot or the Common Property or is damaging the appearance of the Common Property, it must give written notice of this resolution to the Lot Owner or Occupier who is keeping the item.
- (f) A Lot Owner and/or Occupier must not, within their Lot use power tools or other mechanical equipment audible from outside the Lot between 6.00 pm and 9.00am.
- (g) Without limiting the Rules, a Lot Owner and/or Occupier must at all times abide by *Environment Protection Act 1970* (Vic) and the "Noise control guidelines" (Publication number 1254.2) as published and updated from time to time by the Environment Protection Authority Victoria.

10. **Dispute Resolution**

10.1. ***Definitions***

For the purposes of Rule 10:

Grievance Procedure	The grievance procedure set out in Rule 10 applies to a Dispute involving a Lot Owner, a Manager, or an Occupier or the Owners Corporation about an alleged breach of the Rules.
Complainant	means any party bound or affected by the Rules who has a Dispute against a Respondent.
Respondent	means any party bound or affected by the Rules against whom a Complainant has a Dispute.
Dispute	means a grievance or dispute of any kind between a Complainant and Respondent.

10.2. ***Informal Dispute Resolution***

It is strongly encouraged that prior to engaging in the grievance procedure set out in Rule 10.3 below, the Complainant shall raise the Dispute directly with the Respondent informally, in a discreet manner (either by themselves or by a person/entity acting on their behalf). The Building Manager or Owners

Corporation Manager may support this process by facilitating contact between the parties and / or recording any agreement that either party requests to be recorded.

10.3. ***The Grievance Procedure***

- (a) If a Complainant considers that it is not possible, comfortable and/or constructive to engage directly with the Respondent, or direct contact has not produced a resolution, the Complainant may make a complaint against the Respondent.
- (b) The Complainant wishing to make a complaint against the Respondent must prepare a written statement in the approved form and provide it to the Owners Corporation Manager who will provide it to the Committee of the Owners Corporation.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the Dispute by the Complainant.
- (d) 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.
- (e) On receipt of a written complaint, the Committee and/or Sub-Committee of the Owners Corporation must consider it and may request further information or evidence from the Complainant if necessary. If a majority of the Committee decides the complaint provides sufficient information or evidence that any of the Rules have been breached by a Lot Owner, Occupier, or Manager, the Committee is to send a written invitation to the Complainant and the person(s) about whom the complaint is made to attend a meeting with the Committee to resolve the complaint at a scheduled date and time. The parties to the Dispute must then meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days of the invitation being sent.
- (e) A party to the Dispute may appoint a person to act or appear on his/her/its behalf at the meeting.
- (f) If the person the subject of the complaint declines to attend, or does not attend the scheduled meeting, or the Dispute is not resolved at the meeting, then the Committee must notify each party of his/her/its right to take further action under Part 10 of the *Act*.
- (g) This process is separate from and does not limit any further action under Part 10 of the *Act*.

11. **Compliance with Part 7 of the Owners Corporations Act 2006 (Vic)**

11.1. ***Unaffected obligations of Lot Owners and/or Occupiers***

Nothing in the Rules affects the obligation of a Lot Owner and/or Occupier to comply with the *Act*, including but not limited to Part 7 of the *Act*, which outlines the duties and rights of Lot Owners and/or Occupiers.

11.2. ***Breach of the Rules***

- (a) If a party bound by the Rules causes, by reason of a breach of the Rules, any loss and/or damage to any other party, then the party who caused that loss and/or damage must immediately pay to (and keep indemnified) the party who suffered that loss and/or damage the reasonable costs arising out of and/or in connection with that loss and/or damage, including but not limited to legal costs.
- (b) For the avoidance of doubt, in the event that an Owners Corporation incurs costs of any nature arising out of and/or in connection with a party's breach of the Rules (including but not limited to any legal and/or other costs to enforce or make good a breach of the Rules), then the party in breach of the Rules must immediately pay all such costs to the Owners Corporation.

12. Administrative Matters

12.1. Lot Owner and/or Occupier contact details and mail

- (a) Each Lot Owner and/or Occupier must advise the Owners Corporation of:
 - (i) the current mailing address of the Lot Owner and/or Occupier (or if the Lot Owner and/or Occupier is a company, it's registered office);
 - (ii) the telephone number of the Lot Owner and/or Occupier;
 - (iii) the email address of the Lot Owner and/or Occupier (if applicable);
- (b) Each Lot Owner and/or Occupier must inform the Owners Corporation of any change in their details given under Rule 12.1(a), in accordance with sections 134 and 135 of the Act:
 - (i) A Lot Owner who sells a Lot must advise the Owners Corporation within one month of the transfer of title to the new registered owner.
 - (ii) A person who acquires a Lot must advise the Owners Corporation within one month of the completion of the contract.
 - (iii) A Lot Owner who does not occupy the Lot or who will be absent from the Lot for more than three (3) months must advise the Owners Corporation of the Lot Owner's mailing address in Australia for service of notices and any changes to it as soon as possible.
- (c) A Lot Owner and/or Occupier must ensure that the mailbox for their relevant Lot is regularly cleared. If the mailbox is not regularly cleared, a Lot Owner and/or Occupier must allow the Owners Corporation or the Building Manager to clear the mailbox. Mail cleared in this manner must be retained for a period of one (1) year and the reasonable cost to clear and retain mail under Rule 12.1(c) shall be the liability of the Lot Owner and/or Occupier.

12.2. Lot Owner who does not Occupy the Lot

- (a) A Lot Owner who is not also a Lot Occupier must:
 - (i) respond (if reasonably required) to any correspondence received from the Building Manager, Owners Corporation Manager and/or Owners

Corporation Committee within 14 days of receipt of that correspondence, failing which the Lot Owner will be liable for reasonable administrative costs incurred by the Building Manager, Owners Corporation Manager and/or Owners Corporation in order to obtain the reasonably required response;

- (ii) provide the Owners Corporation the name, phone number and email address of the Lot Occupier prior to that Lot Occupier becoming a Lot Occupier of that Lot;
- (iii) provide the Owners Corporation the name, phone number and email address of any person and/or entity managing the Lot for and/or on behalf of the Lot Owner, including but not limited to any leasing agent;
- (iv) ensure any person and/or entity managing the Lot for and/or on behalf of the Lot Owner (including but not limited to any leasing or sales agent) does not place any exhibit or advertising sign or board at the entry way to the Lot, the Building, or the Common Property without the prior written approval of the Owners Corporation;
- (v) incorporate the Rules in any lease, licence or other occupancy agreement granted over the Lot;
- (vi) provide a copy of these Rules to the Lot Occupier of its Lot as soon as reasonably practicable.

12.3. **Air Conditioning System**

Each Lot Owner and Occupier is responsible for the cost of repairing and maintaining the air-conditioning system within that Lot Owner or Occupier's Lot and services that Lot exclusively.

12.4. **Access to cleaning apparatus and Common Property**

- (a) A Lot Owner must ensure that an Occupier of the Owner's Lot (or the Owner themselves if they are the Occupier) will at reasonable times and on at least seven (7) days' prior written notice, allow the Owners Corporation and the Building Manager and their employees, agents and contractors access through its Lot to conduct cleaning and maintenance of the Common Property.
- (b) The Owners Corporation, the Building Manager, the Owners Corporation Manager and all the employees, agents and contractors of the aforementioned parties in carrying out the cleaning and maintenance of Common Property may:
 - (i) enter the Lot Owner or Occupier's Lot (including any balcony); and
 - (ii) bring anything reasonably required for the purpose of cleaning and maintaining the Common Property onto the Lot or the balcony; and
 - (iii) enter the cleaning apparatus from the window or the balcony of the Lot for the purposes of cleaning and maintaining the Common Property; and

- (iv) enter the cleaning apparatus from the window or the balcony of the Lot for the purpose of conducting such repairs as may from time to time be required to the cleaning apparatus and/or the Common Property.
 - (c) The Lot Owner and/or Occupier must not interfere in any way with the cleaning apparatus.
 - (d) The Owners Corporation, the Building Manager and its employees, agents and contractors will ensure as little inconvenience to the Lot Owner and/or Occupier as possible, when conducting the cleaning and maintenance of the Common Property.
- 12.5. Recovery of outstanding fees and other money due to the Owners Corporation**
- (a) The Owners Corporation shall take all reasonable steps necessary for the recovery of outstanding fees, levies and other charges due by any Member to the Owners Corporation, including but not limited to, commencing proceedings in the Victorian Civil and Administrative Tribunal, the Magistrates' Court of Victoria or in another relevant jurisdiction.
 - (b) Rule 12.5 does not detract in any way from the power of the Owners Corporation to make an application to the Victorian Civil and Administrative Tribunal under Part 11 of the *Act* or to any other Court as permitted by the *Act* to recover fees and charges and other money or to enforce the Rules of the Owners Corporation.
 - (c) All costs and expenses incurred by the Owners Corporation arising out of a breach of the *Act*, the Regulations or the Rules by a Lot Owner or Occupier, will be payable by Lot Owner or Occupier in default or breach. The costs, charges and expenses shall be due and payable as a debt by the Lot Owner or Occupier in default or breach to the Owners Corporation on an indemnity basis.
- 12.6. Penalty Interest**
- Subject to an ordinary resolution being passed at each Annual General Meeting, a member must pay to the Owners Corporation on demand, interest at a rate each year equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic), as amended from time to time, on any money payable by the member to the Owners Corporation, including Owners Corporation fees and levies, which remains unpaid after the due date. Interest will be computed from the date on which the payment became due and payable.
- 12.7. Directions by Owners Corporation**
- (a) All parties bound by the Rules agree to obey all reasonable directions given by the Owners Corporation, the Owners Corporation Manager and the Building Manager in relation to the Common Property including, but not limited to:
 - (i) the carriage of goods or furniture;

- (ii) the use of services; and
- (iii) the use of any tobacco products (as may be set out in a policy document prepared by, for and/or on behalf of the Owners Corporation).

13. Additional Clauses

13.1. *Moving in and Moving out*

- (a) Prior to moving in or out of the Property, including moving any bulky item of furniture, a Lot Owner or Occupier must make a booking via the approved building app.
- (b) The loading bay at the Property may only be used for bulky items and must not be used without prior written consent and a booking through the approved building app.
- (c) A Lot Owner or Occupier must not without the prior written consent of the Owners Corporation or the Manager move any furniture, goods or equipment via any lifts, stairs or other parts of the Common Property. Once approval has been obtained, the Lot Owner or Occupier may only move any such furniture, goods or equipment in accordance with directions of the Owners Corporation, Manager or the Building Manager.
- (b) The Owners Corporation must not unreasonably withhold consent to use the lifts or stairwells to move furniture in or out of the building.
- (c) A Lot Owner or Occupier or their removalist must fill in a form of indemnity provided by the Owners Corporation or the Manager prior to the move occurring and sign off after the move is complete.
- (d) Where a Lot Owner or Occupier utilises the services of a removalist, the removalist must provide the Owners Corporation or the Manager with a copy of their current public liability insurance.
- (e) A Lot Owner or Occupier must not move furniture, goods or equipment in and out of the Building outside the hours permitted. Permitted hours are after 9:00am and before 4:00pm (Monday to Saturday). All moves must be completed by 4:00pm. All moves requested outside these hours will be at the discretion of the Owners Corporation or Manager.
- (f) A Lot Owner or Occupier must not leave any waste from moving of furniture, goods or equipment in any of the common areas including the Common Property.

13.2. *Mail & Letter Boxes*

- (a) The Lot Owner or Occupier of a Lot must not adhere any "NO JUNK MAIL" signs or words to that effect unless it is in a form approved by the Owners Corporation.
- (b) A Lot Owner or Occupier must not leave the mail boxes open.
- (c) A Lot Owner or Occupier must not change the locks or attach combinations locks to any mail box.

13.3. *Maintenance of Landscape & Planter Boxes*

- (a) A Lot Owner or Occupier must ensure they maintain any plants and/or landscaping contained within the Lot, including replacing dead or unhealthy plants contained within the Lot with the same species and always with species that accord with the landscape plan approved by the Council pursuant to the Planning Permit.
- (b) A Lot Owner or Occupier must allow access to the Owners Corporation or its appointees to access the balcony or courtyard for the purpose of maintenance works in relation to the irrigation, planter boxes or landscape.
- (c) A Lot Owner or Occupier must ensure it does not interfere with the common irrigation servicing a Lot.
- (d) A Lot Owner or Occupier must ensure it notifies the Owners Corporation if the common irrigation servicing a Lot is not functioning effectively.

13.4. Commercial Lots (including Retail Lots)

(a) Without limiting any other rule, a Lot Owner or Occupier of a Commercial Lot must:

- i. Obtain the Owners Corporation's prior written consent before the Proprietor or an Occupier may use any part of the Common Property for any business or commercial purposes or to display or advertising commercial services.
- ii. Open the Lot for business generally during trading hours outlined below or as determined by the building superintendent and in accordance with any local laws governing shop trading hours (if applicable).
 - 1. Sunday to Wednesday/Public Holidays: 8:00am to 5:00pm
 - 2. Thursday to Saturday: 8:00am to 12:00am
- iii. Not open the Lot for business if any law prohibits this for the type of business.
- iv. Not display or erect any signage that is visible from outside the lot without the prior written approval of the Owners Corporation.
- v. Comply with all applicable laws when carrying out any marketing or promotional activities relating to the Lot or business conducted on the Lot.
- vi. Only use electrical, plumbing or other facilities (for example toilets, sinks, basins or drains) in the Lot and the Common Property for their proper purpose.
- vii. Spruik or allow spruiking on or near the Lot unless the Proprietor or Occupier has the prior written consent of the Owners Corporation.
- viii. Comply with all laws and requirements of Government Authorities about fire prevention and fire control.
- ix. Ensure that all relevant insurance cover is kept current at all times.

- x. Ensure all doors and openings are locked or shut securely whenever the Lot is unoccupied.
- xi. Promptly provide the Owners Corporation access to the Lot for any purpose concerning the security of the Lot or the Complex.
- xii. Keep the Lot safe and secure and protect it against theft and/or damage.
- xiii. Ensure that no noise is made from music, or other sound or audio visual electronic equipment, use of machinery or other activity on the Proprietor's or Occupier's Lot which is capable of being heard outside of the Proprietor's or Occupier's Lot at any time in excess of that detailed by the *Environmental Protection Act 1970* or similar acts or legislation.
- xiv. Restrict all deliveries to occur between 8am and 6pm, Monday to Saturday.
- xv. Ensure that all wall, floor and ceiling linings and treatments are not altered in any way that may impact on the fire rating or acoustic performance of these elements.
- xvi. Nothing herein shall prevent or prohibit any commercial lot from carrying on its reasonable business operations and to apply for, and obtain any Planning Permit, Liquor Licence, or any other Legislative consent or permit which the owner of any commercial lot may apply for, provided that at all times the owner or occupier of any such lot:
 - 1. operates lawfully;
 - 2. obtains each and every permit, liquor licence, permit or consent; and
 - 3. operates within the terms of any such liquor licence, permit or consent.

(b) Without limiting any other rule, with regard to waste and garbage, a Lot Owner or Occupier of a Commercial Lot must:

- i. Take out their own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation and retrieve the bins

immediately after collection. Garbage is to be placed in the receptacles provided in the retail garbage room.

- ii. The retail garbage room is to be kept in a state that can be used by other retail and/or commercial Lot Owners and Occupiers and the rubbish is to be removed via the water room level only.
- iii. Not leave garbage or recyclable materials on common property or in an area on the Private Lot which is visibly or delectable by smell from outside the Private Lot.
- iv. Keep all waste and rubbish in proper receptacles and property drained before transferring to the retail or commercial garbage room.
- v. Immediately remove any spilled waste materials from the Common Property arising from the Lot Owner or Occupiers rubbish and immediately clean any residue from the Common Property.
- vi. Ensure all cardboard and paper waste is cut up or folded so as to fit in bins.
- vii. Recycle all rubbish according to instructions from the building superintendent and Council.
- viii. Avoid unnecessary noise when filling bins and ensure contractors pick up between 9:00am and 11:00am, Monday to Friday.
- ix. Ensure lids on bins are securely closed at all times and ensure bins are kept clean.
- x. Ensure that any perishable material/rubbish is refrigerated and hidden from view.
- xi. Wash bins only within the lot, excluding car spaces.

(c) Without limiting any other rule, with regard to cleaning and pest control, a Lot Owner or Occupier of a Commercial Lot must:

- i. Comply with all health, noise and other regulations in carrying on the business from the lot.
- ii. Keep the Lot clean including the internal and external surfaces of all windows, doors, walls and partitioning if applicable.
- iii. Be solely responsible for the inspection, prevention, and treatment of pests within their private lot, without limitation cockroaches, spiders, ants, rodents and other vermin.
- iv. All pest control measures must be undertaken and maintained by the Lot Owner or Occupier at their own cost and expense. The Owners Corporation shall have no obligation or liability for pest control within any individual commercial lot.

(d) Without limiting any other rule, to the extent that a Commercial or Retail Lot has kitchen equipment, a Lot Owner or Occupier of a Commercial Lot must:

- i. Properly filter all extracted air to ensure all oil particles are removed prior to exhausting to ensure that it contains no residual burnt or cooked oil smell which may spread to the surrounding apartments or common areas.
- ii. Keep all cooking equipment and associated ducting in a neat and clean condition and in good state of repair.
- iii. Enter into and maintain a maintenance contract with a reputable contractor approved by the building superintendent for the purpose of cleaning such ducting on a regular basis. If applicable, each Proprietor or Occupier must provide certification of such cleaning being conducted to the Owners Corporation annually.
- iv. Provide the Owners Corporation with a report from a qualified services engineer and building surveyor confirming that the kitchen equipment and exhaust system has been installed to meet all relevant building codes and provide a copy of the relevant authority approvals.

(e) Without limiting any other rule, An Owner or Occupier of a Commercial or Retail Lot or its Agent may undertake reasonable works within the Lot, including:

- i. concrete cutting and kitchen equipment installation and modification so long as a report from a relevant engineer is issued to the Owners Corporation Manager and all relevant authorities approvals, including building surveyor sign-off that the works comply with all relevant building codes are obtained;
- ii. Fit out works of the use of the Commercial or Retail Lot;
- iii. Provided that all Owners Corporation Rules are adhered to and all works are done during normal business hours. All areas outside of the Lot, including common areas must be kept clean at all times.

13.5. **Pool & Gymnasium**

- (a) The pool & gymnasium, are for the use of Lot Owners and Occupiers and guests are not permitted to use these facilities, unless accompanied by a Lot Owner or Occupier.
- (b) Hours of use are between 6:00am and 11:00pm. Use outside these hours is at the discretion of the caretaker and Owners Corporation and must be arranged in advance.
- (c) Children under 14 years of age may use the swimming pool only if accompanied and supervised by an adult at all times.
- (d) Glass objects, drinking glasses and sharp objects are not permitted in the in the facilities. Water is only permitted in plastic sealed drinking containers.
- (e) Consumption of food and alcohol are not permitted in the facilities area.
- (f) A Lot Owner or Occupier of a Lot must shower prior to using the swimming pool.
- (g) A Lot Owner or Occupier of a Lot must carry a towel and wipe down gym equipment after use. A Lot Owner or Occupier of a Lot using the swimming pool must carry a towel for sitting and drying off. A Lot Owner or Occupier must ensure they dry off prior to leaving the common property facilities.
- (h) The swimming pool area is for use by Lot Owners and Occupiers and no more than two (2) guests at any one time, although guests are to be accompanied by a resident at all times;
- (i) Smoking is not permitted in the facilities area.
- (j) External music is not permitted in the facilities area, except with headphones.
- (k) Appropriate footwear must be worn to and from the common property facilities at all time. Appropriate footwear must be worn during the use of the gymnasium.
- (l) Spitting, jumping, diving, running, ball playing, noisy or hazardous activities are not permitted in the facilities area.
- (m) Nude bathing is not permitted.
- (n) All users of the facilities area do so at their own risk.
- (o) A Manager or building manager may be appointed by the Owners Corporation to operate the facilities area and provide supervised training to Lot Owners and Occupiers.
- (p) A Lot Owner or Occupier of a Lot must ensure that their guest(s) comply with these rules.

13.6. For Sale & For Lease Signs

- (a) Despite anything to the contrary in these Rules a Lot Owner or Occupier must not display, or permit any agent or other person to erect or display, any 'For Lease' advertising board or sign on any part of the Common Property within any part of your Lot that is visible from the exterior of the Building, without the prior written consent of the Owners Corporation.
- (b) Subject to Rule 13.8(a), a Lot Owner or Occupier must not erect or display, or permit any agent or other person to erect or display, any advertising material or any other notice on the Common Property or within any part of your Lot that is visible from the exterior of the Building without the prior written consent of the Owners Corporation, which may be given subject to conditions.
- (c) Any request under Rule 13.8(a) or Rule 13.8(b) to the Owners Corporation's Committee must be in writing and provide the details of the proposed advertising material.
- (d) If the Owners Corporation's written approval is given under Rule 13.8(a) or Rule 13.8(b), it may be given subject to conditions (including but not limited to, limitations on the dimensions of any sign and the time limitations on when it may be displayed and the location).
- (e) A Lot Owner will be liable for cost of rectifying any damage caused to the Common Property by the erection or display of any advertising material at the Property.

13.7. Storage of Bicycles

A Lot Owner or Occupier must not:

- (a) Permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the Owners Corporation or its appointed Manager for such purpose and fitted with bicycle racks from time to time.
- (b) Permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Manager from time to time.

13.8. Conduct at all meetings of the Committee and/or the Owners Corporation

- (a) Lot Owners and Occupiers must be respectful at all times and avoid talking over others.
- (b) Lot Owners and Occupiers must not be aggressive, threatening or make inappropriate remarks.
- (c) The Owners Corporation Manager, Secretary or Chairperson (including the Chairperson of the Meeting) may ask a Lot Owner or Proxy to leave if they are behaving in a manner that is inconsistent with these Rules.

13.9. Goods abandoned on common property

- (a) Any goods left on the common property, including but not limited to vehicles, motorcycles, and bicycles, shall be deemed to have been abandoned. The Owners Corporation is authorised to dispose of such abandoned goods in accordance with Division 5A of the *Owners Corporations Act 2006 (Vic)*. This includes providing written notice of the intention to dispose of the goods, removing the goods to a safe place if necessary, and disposing of the goods in a manner consistent with the *Owners Corporations Act 2006 (Vic)*.
- (b) The Owners Corporation shall not be liable for any loss or damage arising from the disposal of abandoned goods.

13.10. Rules Subject to Rights of the Developer

- (a) These Rules do not apply to and, are not enforceable against the Developer or its mortgagees or chargees, for so long as any of the following apply:
 - i. the Developer and/or its equity partners (if any) is a Lot Owner or Occupier in the Development;
 - ii. any mortgagee or chargee of the Developer has an interest in any Lot in the Development; or
 - iii. the Developer and/or its equity partners (if any) is engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer its mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the any buildings and facilities comprised in the Plan or the Development.

- (b) Subject to Rule 13.12(a), the Developer and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every Lot Owner of each and every Owners Corporation(s) in the Plan and by each and every Owners Corporation(s) in the Plan to:
 - (a) progressively develop the Development in stages;
 - (b) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
 - (c) erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property;
 - (d) erect any signage on the Common Property at the main entrance of the Development to promote the Development;
 - (e) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or their mortgagee or chargee thinks fit; and
 - (f) use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for

whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Developer and any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- (c) While the Developer is the owner of any Lot in the Development it may:
 - i. use any such Lot for display purposes;
 - ii. allow prospective purchasers of any Lot to inspect such display Lot; and
 - iii. use such signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.
- (d) A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would revoke this Rule 13.12 or contravene any right or reprieve afforded to the Developer under this Rule 13.12.
- (e) A Lot from time to time, owned and selected by the Developer, may be used for the administration, management and related purposes by the Owners Corporation and/or any person appointed for such purposes by the Owners Corporation.
- (f) In exercising their rights under this Rule 13.12, the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s) and must have regard to the amenity of Lot Owners. The Developer must only exercise its rights to the extent necessary for the genuine Development. The Developer must not exercise their rights under this Rule to arbitrarily exclude the Owners Corporation(s) or the participation of Lot Owners.

14. Additional Building Facilities

14.1. Lifts

- (a) A Lot Owner or Occupier of a Lot must not damage the lifts including graffiti, damaging the mirrors etc.
- (b) A Lot Owner or Occupier of a Lot must not place signs, notices or advertisements in the lifts without the prior written approval of the Owners Corporation.
- (c) No smoking or vaping is permitted in the lifts.
- (d) A Lot Owner or Occupier of a Lot must notify the Owners Corporation and its Manager or building manager to book at date to move or out of the building.
- (e) A Lot Owner or Occupier of a Lot must not obstruct the elevator doors, including by using objects to keep the doors open for extended periods of time.

BA135265C

Attachment 1 – Renovation / Works Guidelines

PURPOSE FOR THE POLICY:

The purpose of this policy is to ensure unanticipated impacts on neighbours are identified and avoided before work is commenced. This Renovation / Works Guidelines is to be read in conjunction with Rules 8.4 and 8.5 of the Registered Rules for Owners Corporation 1 Plan No. PS613436T. If there is any inconsistency between the Renovation / Works Guidelines and the Registered Rules, then the terms of the Renovation / Works Guidelines shall prevail to the extent of any such inconsistency.

BEFORE YOU START:

1. A Lot Owner must:
 - a. Identify whether a Council Planning or Building Permit is required before commencing works to his/her/its Lot. Information on permit conditions can be obtained by contacting Melbourne City Council ("**the Council**").
 - b. Once all relevant permits or confirmation from the Council that a permit is not required are/is secured, and before the commencement of any Lot renovation works, the Lot Owner must secure authorisation in writing from the Owners Corporation.
2. To secure approval, the Owners Corporation require:
 - a. Details of all proposed alterations/renovations of the Lot, showing the existing floor plan and the proposed amended floor plan of the Lot, including but not limited to all plans and specifications relating to the proposed renovation works. All changes to Lots must meet the relevant minimum Australian Standard and should this minimum standard not be attained, the onus will be on the Lot Owner to rectify to at least the minimum Australian Standard;
 - b. Copy of Council Planning and/or Building Permits, or written acknowledgement from Council stating that a permit is not required;
 - c. Engineer's computations (if structural changes are being made);
 - d. Estimated time for the works to be completed; and
 - e. Copy of legal liability insurance held by contractors/tradesmen.
3. If the proposed works affect more than one Owners Corporation, then each Owners Corporation must approve the proposed works. For example, if the proposed renovation works affect both common property 1 and common property 2, then both Owners Corporation 1 and Owners Corporation 2 must approve the works separately.
4. The relevant Owners Corporations (through its Committee and/or Manager) to which the proposed renovation works affect, may recommend and approve the proposed works subject to conditions.
5. It is the responsibility of the Lot Owner requesting to make alterations to the Lot to ensure that upon completion of the renovation works, the Lot does not result in

unacceptable noise levels that might disturb neighbouring apartments. For example, a wooden floor resulting in footstep and other noise being heard in other apartments. For this reason, it is strongly advised that Lot Owners employ an accredited acoustic engineer to certify that the intended flooring products and methods of installation for floorboards, tiles etc. meet or exceed the minimum Australian Standards required. A copy of these certificates should be sent to the Owners Corporation to be held on file.

6. The Lot Owner requesting to make the alterations should also be aware that any Owners Corporations' approval of the proposed renovation works does not remove the right of other Lot Owners at the Property to require the Lot Owner to rectify any unacceptable noise issue, which if unresolved may lead to the matter going to the Victorian Civil and Administrative Tribunal or in another relevant jurisdiction and result in orders to eliminate the noise issue.

ONCE YOU HAVE APPROVAL:

1. Once authorisation has been secured from any relevant Owners Corporation, and before works commence, the Lot Owner must contact the Owners Corporation Manager and ensure its contractors are aware of the following requirements:
 - a. Contractors who are carrying out specialised works must ensure all procedures and OH&S regulations are followed whilst on site.
 - b. All contractors needing to bring materials to and from apartment must book the Lift in advance and ensure covers will be placed up to prevent damage. Bookings must be made with at least 24 hours advance notice.
 - c. All Contractors must advise the Owners Corporation Manager if any work being carried out may cause fire alarm activation. If so isolation of smoke detectors will be required at the cost of the Lot Owner undertaking the renovation works.
 - d. Isolation of smoke detectors must be completed by the Building's accredited fire services provider.
2. At least two (2) business days prior to commencement of works, the lot owner must advise the Owners Corporation Manager when the works are scheduled to commence and the expected duration of the works.

WHILE WORKS ARE IN PROGRESS:

1. All work is undertaken in strict accordance with the application.
2. Tradesmen and contractors are supervised at all times while on site and during ingress and egress over and across the Common Property.
3. Access to the Lot for contractors is the responsibility of the Lot Owner.
4. Building works cannot commence before 9.00 am or continue beyond 5.00 pm.
5. No building works of any nature can be undertaken on weekends or on federal or state public holidays.

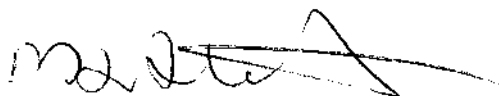
6. The use of lifts must be booked through Concierge/ Building Manager at least 48 hours prior and all precautions must be taken to avoid damage to common property.
7. No materials or debris is to be left, stored or placed on and/or in any common property areas of the building at any time, this includes the car park.
8. All common property areas affected including the balconies, main entrance foyers, lifts, stairs and car park must be cleaned daily at the Lot Owner's expense.
9. Contractors are responsible for removing and disposing of any rubbish/building materials and leaving all access areas used clean and tidy. Any costs for cleaning or removing of rubbish not removed by contractors will be invoiced to the apartment owner.
10. Contractors must not use the rubbish chute for disposal of debris or construction material.
11. Scaffolding must not be erected on the common property or the exterior of the building.
12. Construction vehicles and construction workers' vehicles must not be brought into or parked on the common property, unless prior written permission is given by the Owners Corporation.

AT COMPLETION:

1. At completion, photos are to be sent to Owners Corporation management who may request an inspection, to ensure work has been done as approved. Reviews shall be summarised for the Owners Corporation for final endorsement. Any disputes will be resolved by the responsible Owners Corporation.
2. Be aware that failure to comply may result in Owners Corporation requiring compensatory work to be conducted or the work to be reversed at the discretion of the responsible Owners Corporation committee.
3. Owners Corporation Management will maintain a record of work conducted, any conditions and record of review conducted at end of work.

I, Megan Hunt, 1309, 673 La Trobe Street, Docklands VIC 3008, as secretary for Owners Corporation 1 Plan No. PS613436T certify that this is a true and correct copy of the rules adopted by Owners Corporation 1 Plan No. PS613436T, which was passed by Special Resolution on 24 June 2025.

Date: 10 February 2026

Signature: 

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

26 June 2026

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Unit 1406, Level 14, 673 La Trobe Street, DOCKLANDS VIC 3008

Thank you for your building property application received 23 Jun 2026. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

File Number: BP-2018-1040

Description of Work: Proposed replacement of cladding to non-fire affected facades

Permits/Certificates Issued:

Building Permit - 1101/20181218/0	31-May-2018

Certificate of Final Inspection - 5534 1101/20181218/0	22-Aug-2019

Combined Allotment Statement Reg 64 (Formerly 502) - 1101/20181218/0	31-May-2018

File Number: BP-2023-1416

Description of Work: Proposed Minor Fitout & Change of Use to Educational Facility for Original Campus

Permits/Certificates Issued:

Building Permit - 2386832978162	30-Aug-2023

Occupancy Permit - 202300165/OP	20-Oct-2023

Outstanding Building Notices or Orders

There are no outstanding Building Notices or Orders are outstanding 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 80938286-001-7

Our Ref 265623

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.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 23 June 2026 01:45 PM

PROPERTY DETAILS

Address: **1406/673 LA TROBE STREET DOCKLANDS 3008**
Lot and Plan Number: **Lot 14E06 PS613436**
Standard Parcel Identifier (SPI): **14E06\PS613436**
Local Government Area (Council): **MELBOURNE**
Council Property Number: **638316**
Planning Scheme: **Melbourne**
Directory Reference: **Melway 2E H4**

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

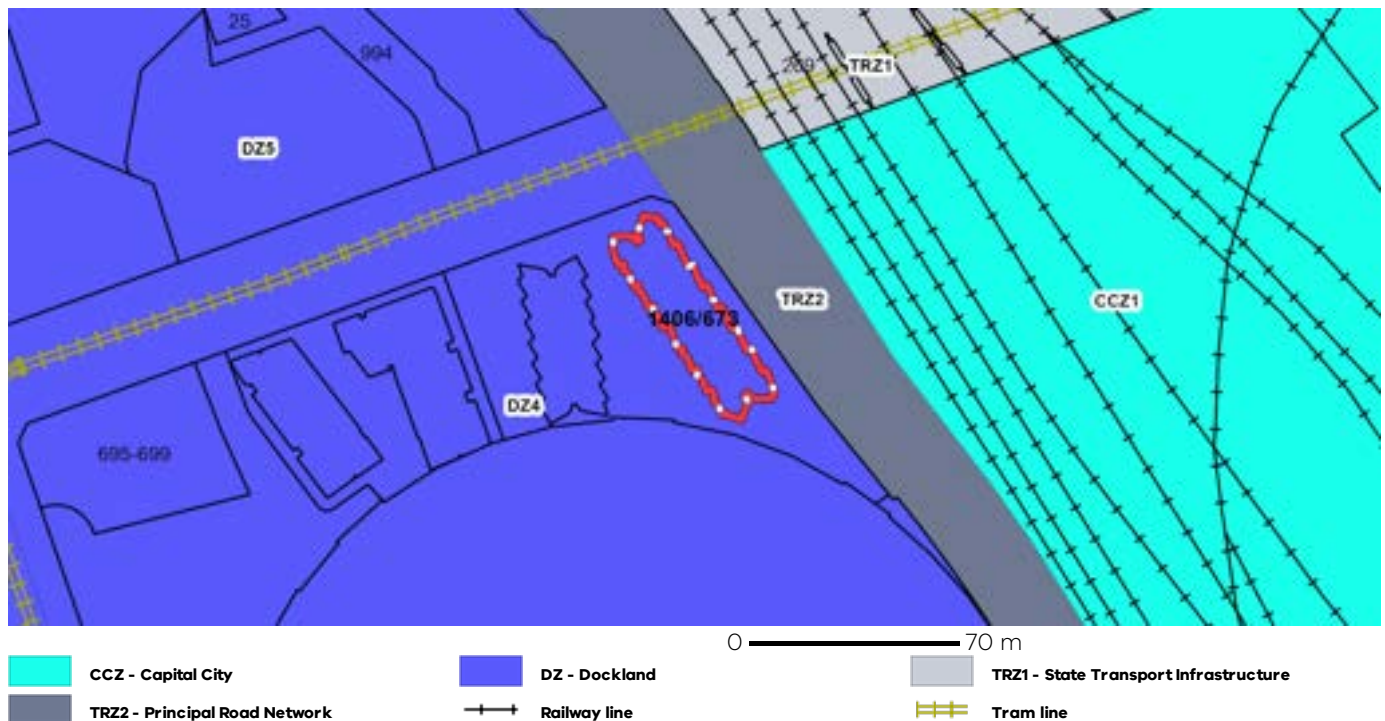
Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **MELBOURNE**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

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

[DOCKLANDS ZONE - SCHEDULE 4 \(DZ4\)](#)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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

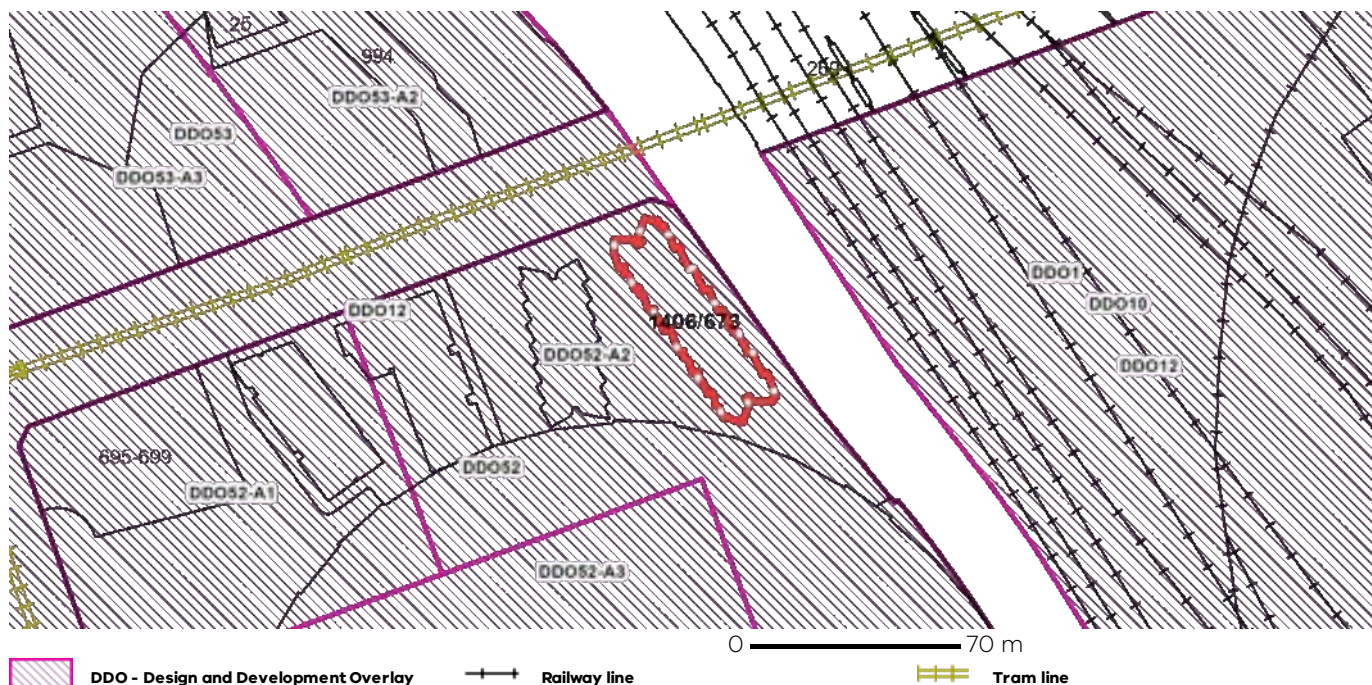
Planning Overlays

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

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

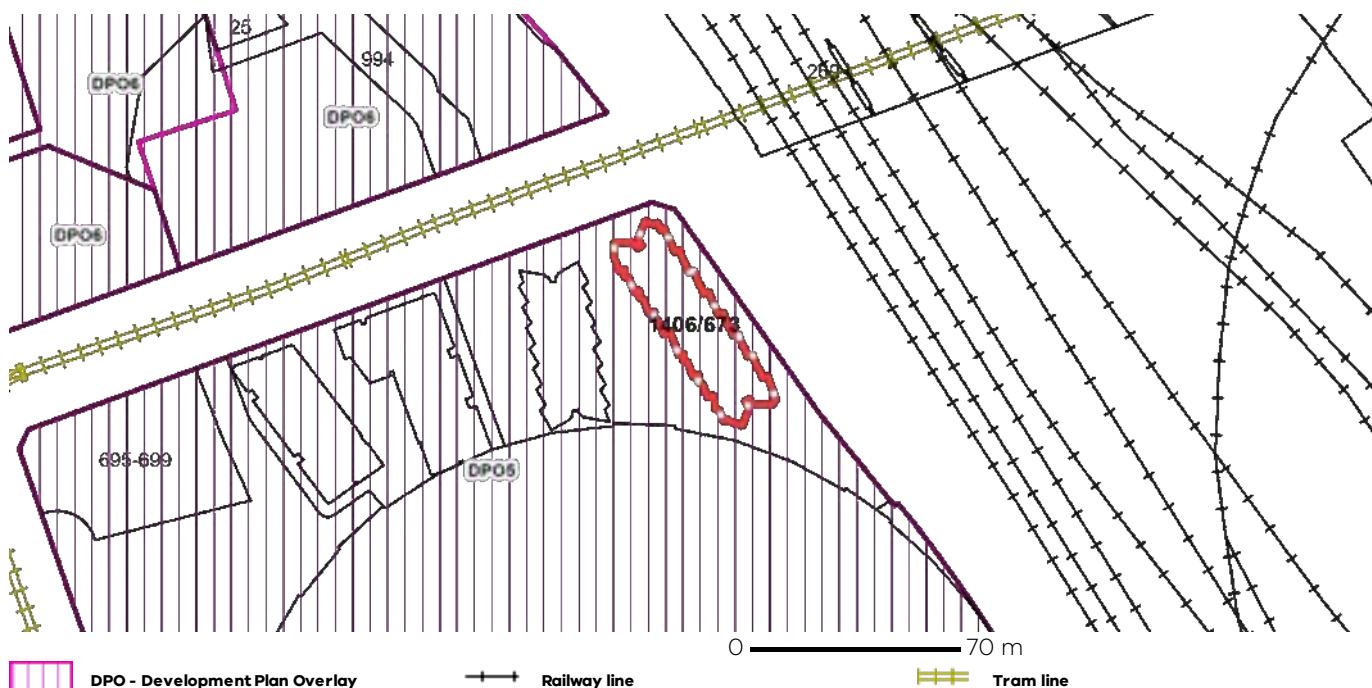
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 52 \(DDO52\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 52 \(AREA 2\) \(DDO52-A2\)](#)



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

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 \(DPO5\)](#)



Planning Overlays

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

[PARKING OVERLAY - PRECINCT 8 SCHEDULE \(PO8\)](#)



 **PO - Parking Overlay**

 **Railway line**

 **Tram line**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

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



 **LSIO - Land Subject to Inundation Overlay**

 **SCO - Specific Controls Overlay**

 **Railway line**

 **Tram line**

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

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Further Planning Information

Planning scheme data last updated on 11 June 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)

Created at 23 June 2026 01:45 PM

PROPERTY DETAILS

Address: **1406/673 LA TROBE STREET DOCKLANDS 3008**

Lot and Plan Number: **Lot 14E06 PS613436**

Standard Parcel Identifier (SPI): **14E06\PS613436**

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

Council Property Number: **638316**

Directory Reference: **Melway 2E H4**

www.melbourne.vic.gov.au

Note: There are 330 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: 1296 sq. m

Perimeter: 224 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.

187 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.

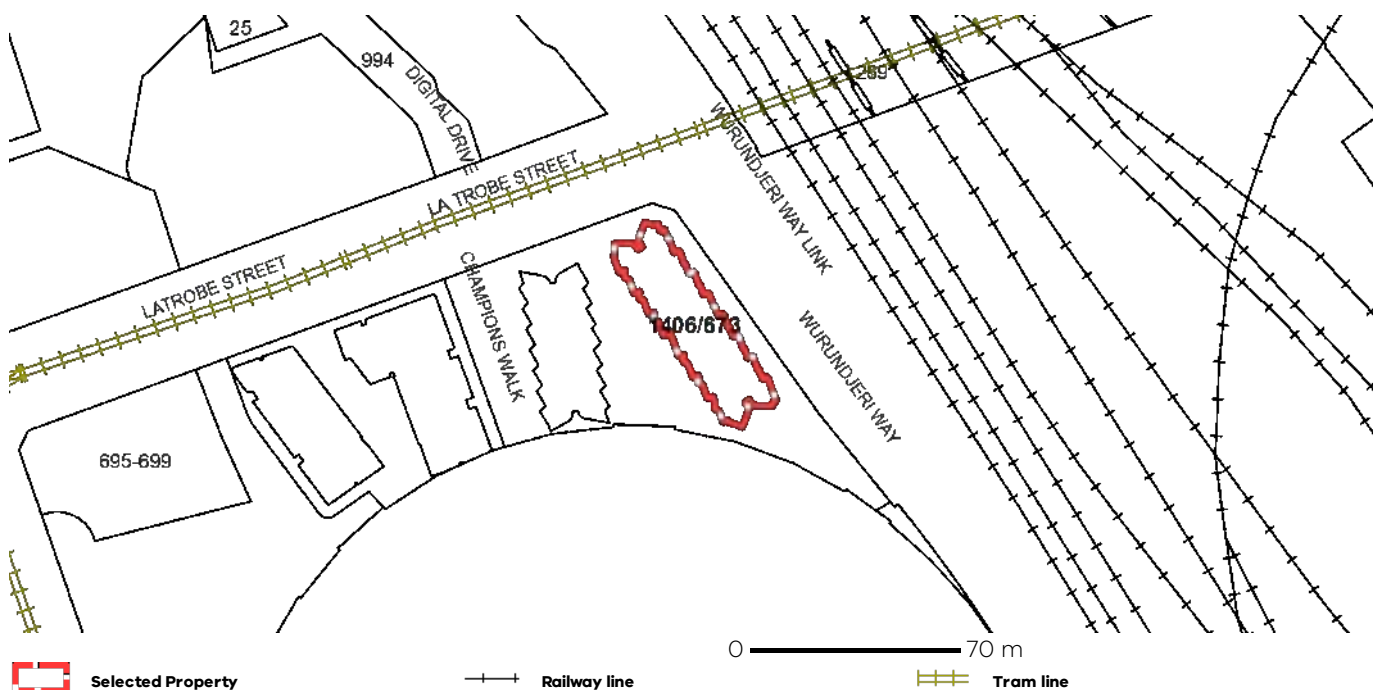
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



In the Supreme Court of Victoria In its Probate Jurisdiction

In the Will of SHIREEN BANGAH

Late of Unit 1406 673 La Trobe Street, Docklands, Victoria, Project Manager,
deceased.

Be It Known that the Registrar of Probates orders that:

Probate of the Will (a true copy of which is annexed) of the abovenamed
deceased who died on 27 August 2025 be granted to **SIMRAN KAUR
SUCHDE** (in the Will called Simran Suchde) of 19 Howson Avenue,
Turramurra, New South Wales.

Date made and authenticated: 1 May 2026



Kathrine Price
REGISTRAR OF PROBATES

Will

This is the last will and testament of:

SHIREEN BANGAH of Unit 1406, 673 La Trobe Street, Docklands, Victoria.

1. Revocation of earlier Wills

I revoke all prior wills and other testamentary acts.

2. Appointment of executor

(a) I appoint my cousin Simran Suchde to be the executor of my Will.

(b) If she is unable or unwilling to act, then;

- (i) I give the managing director at the date of my death or if there is no managing director, the chief executive officer of Slater & Gordon Limited ACN 097 297 400 ("Slater & Gordon") at the date of my death, the authority to nominate not more than 2 legal practitioners of that firm each of whom is of at least 5 years' standing, or a professional trustee company to be the executor(s) of my Will.
- (ii) A document purporting to be signed by the managing director or chief executive officer of Slater & Gordon pursuant to this Clause shall be as effective and binding as if the person, persons or professional trustee company so nominated had been appointed by name as my executor(s) in this Will.
- (iii) The managing director or chief executive officer may before probate of my Will has been granted, by another signed document remove a previous nominee and appoint another person or professional trustee company as my executor.
- (iv) If Slater & Gordon has merged or amalgamated with another legal entity, has changed its name or transferred its legal practice to another entity, then the managing director or chief executive officer or equivalent (as the case may) of that entity shall have the authority to nominate my executor pursuant to this clause.

3. Gift of estate

If he survives me, I give my estate to my brother Suresh Kumar Bangah.

4. Alternative gift of estate

If the gift in the preceding clause fails to take effect, I give my estate to my sister Shamni Bangah.

5. Survivorship period

For the purposes of this Will:

- (a) a beneficiary who dies within 30 days of the date of my death will be taken to have died before me; and

(X) Shireen Bangah
Shireen Bangah sign here

(X) Simran Suchde
Witness 1 sign here

(X) Simran Suchde
Witness 2 sign here



- (b) each gift to a beneficiary in this Will is contingent upon the beneficiary surviving me by at least 30 days and will not take effect until the beneficiary has survived me by that period.

6. Vesting age

Subject to clause 9 (*Power of executor to advance gifts*), a gift in this Will to a beneficiary who is less than 18 years old:

- (a) is contingent upon the beneficiary reaching the age of 18 years and will not take effect until the beneficiary reaches that age; and
- (b) until the beneficiary reaches that age shall be held by my executor on trust for, and not paid over or transferred to, the beneficiary.

If the beneficiary dies before reaching the age of 18 years:

- (c) for the purposes of this Will, the gift to the beneficiary will be taken to have failed to take effect at the time of the beneficiary's death; and
- (d) the gift instead is to be given:
- (i) provided the person is still alive, to the person specified in the gift as being entitled to it if the beneficiary dies or the gift to the beneficiary otherwise fails to take effect; or
- (ii) if no such person is specified or if the person so specified is no longer alive, to the beneficiaries then entitled to the balance of my estate.

7. Capacity and power of executor

My executor:

- (a) has all the capacity and power in respect of my estate that a natural person would have if they were the absolute owner of my estate and acting in their personal capacity; and
- (b) may do anything my executor considers appropriate to administer my estate.

8. Examples of executor powers

Without limiting clause 7, my executor may:

- (a) exercise any powers given to executors by law;
- (b) sell, call in and convert into money the whole or any part of my estate;
- (c) pay, or arrange for the payment or assumption of, or reimburse anyone who has paid, my debts, taxes, funeral expenses, testamentary expenses or any other expenses associated with my death or the administration of my estate;
- (d) without being liable for any loss or tax incurred by my estate in doing so:
- (i) postpone the sale and conversion of any part of my estate;

(X)

Shireen Bangah sign here

(X)

Witness 1 sign here

(X)

Witness 2 sign here



- (ii) retain any part of my estate in its form of investment at my death even though it is wasting, hazardous or reversionary;
- (iii) invest my estate in any form of real or personal property, without being limited to those investments authorised by law or deemed by law to be prudent or appropriate for trustees; and
- (iv) vary or realise an investment at any time;
- (e) grant options or other rights over any part of my estate;
- (f) maintain, repair, improve, develop, alter, renovate, demolish or re-build any part of my estate;
- (g) appropriate or partition any asset of my estate not specifically gifted under this Will in full or partial satisfaction of a beneficiary's entitlement under this Will, assigning such value to that asset as my executor may determine;
- (h) borrow money or obtain any other form of financial accommodation from any person (including a beneficiary);
- (i) lend money or provide any other form of financial accommodation to any person (including a beneficiary), with or without interest and with or without security;
- (j) guarantee, indemnify, become surety for, or grant security of any nature over the assets of my estate for, the due performance of any obligation by any person (including a beneficiary);
- (k) acquire or lease assets for the occupation, use or enjoyment by a beneficiary (whether alone or with another person);
- (l) lease any part of my estate for any periods and upon any terms (including provisions for renewal);
- (m) accept surrenders of leases or tenancies of any part of my estate;
- (n) deal with and exercise any rights in relation to any securities in any body corporate which form part of my estate to the same extent I could have if I were alive, including:
 - (i) taking up new or further securities in the body corporate;
 - (ii) exercising or renouncing any rights issued by the body corporate; and
 - (iii) agreeing to any amalgamation or reconstruction of the body corporate;
- (o) deal with any business in which I am engaged or interested at my death to the same extent I could have if I were alive, including:
 - (i) carrying on or discontinuing the business;
 - (ii) increasing or reducing the capital applied to the business; and
 - (iii) acting in relation to the business as if my executor were the absolute owner,

(X)

Shireen Bangah sign here

(X)

Witness 1 sign here

(X)

Witness 2 sign here



and any loss or liability incurred by my executor in doing so must be reimbursed to my executor from my estate;

- (p) purchase an asset from my estate, provided they do so in good faith and on arm's length terms;
- (q) take out, take assignments of, assign or surrender any insurance policies:
 - (i) covering any risk affecting my estate or
 - (ii) on the life or endowment of any beneficiary, regardless of whether their entitlement is vested or contingent;
- (r) determine whether receipts or outgoings or gains or losses are income or capital or partly income and partly capital and the time or period to which they relate;
- (s) separately record, identify, pay, allocate, apply or accumulate any income, right, credit, rebate or capital and to do so by reference to any categories, source, class or other means of identification;
- (t) obtain and act upon advice from:
 - (i) a professional investment adviser about the investment of my estate; or
 - (ii) a solicitor, barrister, accountant, auditor, actuary, valuer, stockbroker, surveyor or other professional adviser on any matter concerning my estate within their area of expertise,

and pay out of my estate the costs of that advice (the fact that my executor has obtained professional advice under this clause does not require them to follow that advice);

- (u) to the extent permitted by law:
 - (i) delegate in writing the exercise of any of my executor's powers or discretions; and
 - (ii) appoint an attorney to execute any document or do any other act relating to my estate on any terms (including provisions for the protection and convenience of the attorney or persons dealing with the attorney) as my executor thinks fit;
- (v) assert, enforce, negotiate, compromise, release, surrender, assign, resist, defend, negotiate, mediate, compromise or settle any claim concerning my estate;
- (w) prepare, sign, file and deliver all accounts, reports, returns or other documents required in relation to my estate;
- (x) pay, compromise or contest any taxes, duties or other assessments in respect of my estate; and
- (y) certify the ownership of, or the terms of any trust relating to, any asset that is or has been part of my estate (and any such certificate given by my executor will, in the

(X)

Shireen Bangah sign here

(X)

Witness 1 sign here

(X)

Witness 2 sign here



absence of manifest error, be conclusive evidence of such ownership or trust as against any person claiming to be entitled to the asset under my Will).

My executor may do, or decline to do, each of these things in their discretion without consulting with, or seeking the consent of, any beneficiary. Any action taken by my executor under these powers will be binding on all persons interested in my estate.

9. Power of executor to advance gifts

My executor may:

- (a) apply for the maintenance, education, advancement or benefit of a beneficiary the whole or any part of my estate to which that beneficiary is or may in future be entitled (including any gift that is contingent upon the beneficiary surviving me by a certain period or reaching a certain age);
- (b) pay money or transfer other property to a minor beneficiary's parent, guardian or care giver for these purposes without being required to supervise its application; and
- (c) accept the receipt of a minor beneficiary's parent, guardian or care giver as an absolute discharge in respect of that payment or transfer.

10. Powers of executor not affected by personal interests

My executor may exercise or concur in exercising all of the powers and discretions they have under this Will or at law even if they have a personal interest in the mode or result of, or may benefit from, the exercise of the power or discretion.

In particular, my executor may be or become a director of any body corporate in which my estate holds an interest and is not liable to account for the remuneration or other benefits received in relation to the directorship.

11. Payment of executor

If my executor is a public trustee, trustee company, accountant, solicitor or other person engaged in a profession, they are entitled to charge and be paid all usual professional charges for work they do in relation to my estate as if they were engaged by my executor to act for my estate rather than being my executor. This applies even to work which does not require a professional qualification or expertise.

Any remuneration payable to my executor may be paid out of the income or capital of my estate.

12. Governing law

This Will is governed by, and to be construed in accordance with, the law applicable in Victoria (it being the place of my domicile at the time of signing this Will).

13. Interpretation

In this Will:

- (a) "beneficiary" means a person to whom I make a gift in this Will;

(X)

Shireen Bangah sign here

(X)

Witness 1 sign here

(X)

Witness 2 sign here



- (b) "child" includes:
- (i) an adopted child;
 - (ii) someone born as a result of an artificial conception procedure and who is regarded as a person's child under section 60H of the *Family Law Act 1975*; and
 - (iii) a child who is born or adopted after the date of this Will;
- (c) "children" includes a child and vice versa;
- (d) references to a "grandchild" or "grandchildren" are to be interpreted in light of the definitions of "child" and "children" above;
- (e) "my executor" means the executor for the time being of this Will (or, if there is more than one, the executors for the time being of this Will acting jointly);
- (f) a reference to an executor includes an administrator of my estate and a trustee of any trust arising under this Will;
- (g) a reference to an executor being unable to act includes their being unable to act at any time (whether before or during office) because of death, bankruptcy or loss of legal capacity and a reference to an executor being unwilling to act includes their refusing to accept or renouncing their appointment as my executor;
- (h) a reference to my estate or the balance of my estate in any gift is to be read as meaning so much of my estate as remains after the payment of my debts, taxes, funeral expenses, testamentary expenses and any other expenses associated with my death or the administration of my estate;
- (i) a reference to a gift to a beneficiary failing to take effect includes that beneficiary dying before the gift takes effect or, in the case of a contemplated beneficiary who has not yet been born (such as a future child or grandchild), that beneficiary not being born;
- (j) a reference to a beneficiary dying before a gift takes effect includes:
- (i) the beneficiary not surviving me by at least 30 days;
 - (ii) the beneficiary dying before reaching the age of 18 years; or
 - (iii) in the case of a gift to a beneficiary ("A") that is to be made if the gift to another beneficiary ("B") fails to take effect, A dying before B;
- (k) for the avoidance of doubt, where this Will provides for a gift to a beneficiary to be given to the beneficiary's children or other persons if the beneficiary dies before the gift takes effect and part of that gift has already been advanced to or for the benefit of the beneficiary under clause 9 (*Power of executor to advance gifts*), only the remainder of the gift is to be given to the children or those other persons (as the case may be);

(X)

Shireen Bangah sign here

(X)

Witness 1 sign here

(X)

Witness 2 sign here



- (l) subject to the next paragraph, where a beneficiary is given property under this Will, they are also to be given:
- (i) any document of title to the property;
 - (ii) any contract, invoice or other record evidencing the acquisition of the property;
 - (iii) any record evidencing the cost base or the written down value of the property for tax purposes; and
 - (iv) any written valuation of the property,
- that is in my possession or control at the date of my death;
- (m) where a document referred to in the preceding paragraph:
- (i) is required by my executor for tax, insurance or other purposes; or
 - (ii) relates to 2 or more items of property that are given to different beneficiaries,
- my executor may give a copy of that document to the relevant beneficiary, rather than the original;
- (n) a reference to a marital, domestic or family relationship includes a relationship that comes into existence after the date of this Will;
- (o) singular words are to be read as including the plural and vice versa;
- (p) words referring to a particular gender are to be read as including all other genders; and
- (q) headings are for ease of reference only and do not affect the meaning of this Will.

(X)

Shireen Bangab sign here

(X)

Witness 1 sign here

(X)

Witness 2 sign here



Dated: (X) 18 July 2014 [please date and sign below where marked (X)]

Signed:

(X) Shireen Bangah
Shireen Bangah sign here*

Attestation by witnesses:

We saw Shireen Bangah sign this Will and now sign as witnesses in her presence and in the presence of each other:

Witness 1

(X) [Signature]
Sign here*

Rhiannon Alana Ann Harrison
(X) 100 Paisley Street Footscray VIC 3011
Print name here

An Australian Legal Practitioner within the
(X) meaning of the Legal Profession Act 2004
.....
.....
Print address here

Witness 2

(X) [Signature]
Sign here*

Nina Sekulic
(X) 100 Paisley Street
Print name here Footscray VIC 3011

Legal Assistant
(X)
.....
Print address here



* Please sign using a black or blue pen (you and your witnesses should all use the same pen) and with your normal signature.

Will

Shireen Bangah

**Slater &
Gordon**
Lawyers

Slater & Gordon Limited
ACN 097 297 400
100 Paisley Street
FOOTSCRAY VIC 3011
Enquiries: 1 800 555 777
Fax: 03 9600 0290

Our ref: M398290

I certify this to be a true and accurate
copy of the document reported to me
to be the original.

Date: 24/10/2025

JULIA LEEN

SOUTH TARRAMORE PHARMACY
STEPHEN ASTEY D PHARM M.P.S.
217 KISSING POINT RD
TARRAMORE NSW 2674
124871 PH 0144 8676

I certify this to be a true and accurate copy of the document reported to me to be the original.

Date:

24-1-10-12025

JULIA LEE

20/01/2025 14:00:00
STEPHEN TAYLOR

217 KISSING BRO

10/01/2025 14:00:00

124501 1406 673

Will

This is the last will and testament of:

SHIREEN BANGAH of Unit 1406, 673 La Trobe Street, Docklands, Victoria.

1. Revocation of earlier Wills

I revoke all prior wills and other testamentary acts.

2. Appointment of executor

(a) I appoint my cousin Simran Suchde to be the executor of my Will.

(b) If she is unable or unwilling to act, then;

- (i) I give the managing director at the date of my death or if there is no managing director, the chief executive officer of Slater & Gordon Limited ACN 097 297 400 ("Slater & Gordon") at the date of my death, the authority to nominate not more than 2 legal practitioners of that firm each of whom is of at least 5 years' standing, or a professional trustee company to be the executor(s) of my Will.
- (ii) A document purporting to be signed by the managing director or chief executive officer of Slater & Gordon pursuant to this Clause shall be as effective and binding as if the person, persons or professional trustee company so nominated had been appointed by name as my executor(s) in this Will.
- (iii) The managing director or chief executive officer may before probate of my Will has been granted, by another signed document remove a previous nominee and appoint another person or professional trustee company as my executor.
- (iv) If Slater & Gordon has merged or amalgamated with another legal entity, has changed its name or transferred its legal practice to another entity, then the managing director or chief executive officer or equivalent (as the case may) of that entity shall have the authority to nominate my executor pursuant to this clause.

3. Gift of estate

If he survives me, I give my estate to my brother Suresh Kumar Bangah.

4. Alternative gift of estate

If the gift in the preceding clause fails to take effect, I give my estate to my sister Shamni Bangah.

5. Survivorship period

For the purposes of this Will:

- (a) a beneficiary who dies within 30 days of the date of my death will be taken to have died before me; and

(X)

Shireen Bangah sign here

(X)

Witness 1 sign here

(X)

Witness 2 sign here

I certify this to be a true and accurate copy of the document reported to me to be the original.

SOUTH TUNNANT PHARMACY
STEPHEN ASTON PHARM M.P.S.
217 KISSING POINT RD
TUNNANT ALB 2074
(218) 441-1416/6576

Page 2

Date: 24-1-10-12-25
JULIA LECHE

- (b) each gift to a beneficiary in this Will is contingent upon the beneficiary surviving me by at least 30 days and will not take effect until the beneficiary has survived me by that period.

6. Vesting age

Subject to clause 9 (*Power of executor to advance gifts*), a gift in this Will to a beneficiary who is less than 18 years old:

- (a) is contingent upon the beneficiary reaching the age of 18 years and will not take effect until the beneficiary reaches that age; and
- (b) until the beneficiary reaches that age shall be held by my executor on trust for, and not paid over or transferred to, the beneficiary.

If the beneficiary dies before reaching the age of 18 years:

- (c) for the purposes of this Will, the gift to the beneficiary will be taken to have failed to take effect at the time of the beneficiary's death; and
- (d) the gift instead is to be given:
- (i) provided the person is still alive, to the person specified in the gift as being entitled to it if the beneficiary dies or the gift to the beneficiary otherwise fails to take effect; or
- (ii) if no such person is specified or if the person so specified is no longer alive, to the beneficiaries then entitled to the balance of my estate.

7. Capacity and power of executor

My executor:

- (a) has all the capacity and power in respect of my estate that a natural person would have if they were the absolute owner of my estate and acting in their personal capacity; and
- (b) may do anything my executor considers appropriate to administer my estate.

8. Examples of executor powers

Without limiting clause 7, my executor may:

- (a) exercise any powers given to executors by law;
- (b) sell, call in and convert into money the whole or any part of my estate;
- (c) pay, or arrange for the payment or assumption of, or reimburse anyone who has paid, my debts, taxes, funeral expenses, testamentary expenses or any other expenses associated with my death or the administration of my estate;
- (d) without being liable for any loss or tax incurred by my estate in doing so:
- (i) postpone the sale and conversion of any part of my estate;

(X)

Shireen Bangah-sign here

(X)

Witness 1 sign here

(X)

Witness 2 sign here

I certify this to be a true and accurate copy of the document reported to me to be the original.

Date:

28/10/2025
JULIA LEE

WORTHINGTON WILLIAMS
STEPHEN ASTE COMM M.P.S.
217 KISSING FORT RD
TUBERVILLE 2074
12-877 24 1144 6576

Page 3

- (ii) retain any part of my estate in its form of investment at my death even though it is wasting, hazardous or reversionary;
- (iii) invest my estate in any form of real or personal property, without being limited to those investments authorised by law or deemed by law to be prudent or appropriate for trustees; and
- (iv) vary or realise an investment at any time;
- (e) grant options or other rights over any part of my estate;
- (f) maintain, repair, improve, develop, alter, renovate, demolish or re-build any part of my estate;
- (g) appropriate or partition any asset of my estate not specifically gifted under this Will in full or partial satisfaction of a beneficiary's entitlement under this Will, assigning such value to that asset as my executor may determine;
- (h) borrow money or obtain any other form of financial accommodation from any person (including a beneficiary);
- (i) lend money or provide any other form of financial accommodation to any person (including a beneficiary), with or without interest and with or without security;
- (j) guarantee, indemnify, become surety for, or grant security of any nature over the assets of my estate for, the due performance of any obligation by any person (including a beneficiary);
- (k) acquire or lease assets for the occupation, use or enjoyment by a beneficiary (whether alone or with another person);
- (l) lease any part of my estate for any periods and upon any terms (including provisions for renewal);
- (m) accept surrenders of leases or tenancies of any part of my estate;
- (n) deal with and exercise any rights in relation to any securities in any body corporate which form part of my estate to the same extent I could have if I were alive, including:
 - (i) taking up new or further securities in the body corporate;
 - (ii) exercising or renouncing any rights issued by the body corporate; and
 - (iii) agreeing to any amalgamation or reconstruction of the body corporate;
- (o) deal with any business in which I am engaged or interested at my death to the same extent I could have if I were alive, including:
 - (i) carrying on or discontinuing the business;
 - (ii) increasing or reducing the capital applied to the business; and
 - (iii) acting in relation to the business as if my executor were the absolute owner,

(X)

Shireen Bangah sign here

(X)

Witness 1 sign here

(X)

Witness 2 sign here

Date: 24/10/2025

and any loss or liability incurred by my executor in doing so must be reimbursed to my executor from my estate;

- (p) purchase an asset from my estate, provided they do so in good faith and on arm's length terms;
- (q) take out, take assignments of, assign or surrender any insurance policies:
 - (i) covering any risk affecting my estate or
 - (ii) on the life or endowment of any beneficiary, regardless of whether their entitlement is vested or contingent;
- (r) determine whether receipts or outgoings or gains or losses are income or capital or partly income and partly capital and the time or period to which they relate;
- (s) separately record, identify, pay, allocate, apply or accumulate any income, right, credit, rebate or capital and to do so by reference to any categories, source, class or other means of identification;
- (t) obtain and act upon advice from:
 - (i) a professional investment adviser about the investment of my estate; or
 - (ii) a solicitor, barrister, accountant, auditor, actuary, valuer, stockbroker, surveyor or other professional adviser on any matter concerning my estate within their area of expertise,

and pay out of my estate the costs of that advice (the fact that my executor has obtained professional advice under this clause does not require them to follow that advice);

- (u) to the extent permitted by law:
 - (i) delegate in writing the exercise of any of my executor's powers or discretions; and
 - (ii) appoint an attorney to execute any document or do any other act relating to my estate on any terms (including provisions for the protection and convenience of the attorney or persons dealing with the attorney) as my executor thinks fit;
- (v) assert, enforce, negotiate, compromise, release, surrender, assign, resist, defend, negotiate, mediate, compromise or settle any claim concerning my estate;
- (w) prepare, sign, file and deliver all accounts, reports, returns or other documents required in relation to my estate;
- (x) pay, compromise or contest any taxes, duties or other assessments in respect of my estate; and
- (y) certify the ownership of, or the terms of any trust relating to, any asset that is or has been part of my estate (and any such certificate given by my executor will, in the

(X) Shireen Bangah
Shireen Bangah sign here

(X) [Signature]
Witness 1 sign here

(X) [Signature]
Witness 2 sign here

Date: 24/10/2025
absence of manifest error, be conclusive evidence of such ownership or trust as against any person claiming to be entitled to the asset under my Will).

My executor may do, or decline to do, each of these things in their discretion without consulting with, or seeking the consent of, any beneficiary. Any action taken by my executor under these powers will be binding on all persons interested in my estate.

9. Power of executor to advance gifts

My executor may:

- (a) apply for the maintenance, education, advancement or benefit of a beneficiary the whole or any part of my estate to which that beneficiary is or may in future be entitled (including any gift that is contingent upon the beneficiary surviving me by a certain period or reaching a certain age);
- (b) pay money or transfer other property to a minor beneficiary's parent, guardian or care giver for these purposes without being required to supervise its application; and
- (c) accept the receipt of a minor beneficiary's parent, guardian or care giver as an absolute discharge in respect of that payment or transfer.

10. Powers of executor not affected by personal interests

My executor may exercise or concur in exercising all of the powers and discretions they have under this Will or at law even if they have a personal interest in the mode or result of, or may benefit from, the exercise of the power or discretion.

In particular, my executor may be or become a director of any body corporate in which my estate holds an interest and is not liable to account for the remuneration or other benefits received in relation to the directorship.

11. Payment of executor

If my executor is a public trustee, trustee company, accountant, solicitor or other person engaged in a profession, they are entitled to charge and be paid all usual professional charges for work they do in relation to my estate as if they were engaged by my executor to act for my estate rather than being my executor. This applies even to work which does not require a professional qualification or expertise.

Any remuneration payable to my executor may be paid out of the income or capital of my estate.

12. Governing law

This Will is governed by, and to be construed in accordance with, the law applicable in Victoria (it being the place of my domicile at the time of signing this Will).

13. Interpretation

In this Will:

- (a) "beneficiary" means a person to whom I make a gift in this Will;

(X) <u>Shireen Bangah</u> Shireen Bangah sign here	(X) <u>Adrian</u> Witness 1 sign here
	(X) <u>Hekele</u> Witness 2 sign here

I certify this to be a true and accurate copy of the document reported to me to be the original.

SOUTH TOWN NOTARY PUBLIC
STEPHEN A. ...
217 KISSAM ROAD
TURREASBURG, PA 15784
124371-1-11-14-0076
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(b) "child" includes:

Date: 24th 10 2025
JULIA LOON

- (i) an adopted child;
- (ii) someone born as a result of an artificial conception procedure and who is regarded as a person's child under section 60H of the *Family Law Act 1975*; and
- (iii) a child who is born or adopted after the date of this Will;

(c) "children" includes a child and vice versa;

(d) references to a "grandchild" or "grandchildren" are to be interpreted in light of the definitions of "child" and "children" above;

(e) "my executor" means the executor for the time being of this Will (or, if there is more than one, the executors for the time being of this Will acting jointly);

(f) a reference to an executor includes an administrator of my estate and a trustee of any trust arising under this Will;

(g) a reference to an executor being unable to act includes their being unable to act at any time (whether before or during office) because of death, bankruptcy or loss of legal capacity and a reference to an executor being unwilling to act includes their refusing to accept or renouncing their appointment as my executor;

(h) a reference to my estate or the balance of my estate in any gift is to be read as meaning so much of my estate as remains after the payment of my debts, taxes, funeral expenses, testamentary expenses and any other expenses associated with my death or the administration of my estate;

(i) a reference to a gift to a beneficiary failing to take effect includes that beneficiary dying before the gift takes effect or, in the case of a contemplated beneficiary who has not yet been born (such as a future child or grandchild), that beneficiary not being born;

(j) a reference to a beneficiary dying before a gift takes effect includes:

- (i) the beneficiary not surviving me by at least 30 days;
- (ii) the beneficiary dying before reaching the age of 18 years; or
- (iii) in the case of a gift to a beneficiary ("A") that is to be made if the gift to another beneficiary ("B") fails to take effect, A dying before B;

(k) for the avoidance of doubt, where this Will provides for a gift to a beneficiary to be given to the beneficiary's children or other persons if the beneficiary dies before the gift takes effect and part of that gift has already been advanced to or for the benefit of the beneficiary under clause 9 (*Power of executor to advance gifts*), only the remainder of the gift is to be given to the children or those other persons (as the case may be);

(X) Shireen Bangah
Shireen Bangah sign here

(X) [Signature]
Witness 1 sign here

(X) [Signature]
Witness 2 sign here

- (l) subject to the next paragraph, where a beneficiary is given property under this Will they are also to be given:
- (i) any document of title to the property;
 - (ii) any contract, invoice or other record evidencing the acquisition of the property
 - (iii) any record evidencing the cost base or the written down value of the property for tax purposes; and
 - (iv) any written valuation of the property,
- that is in my possession or control at the date of my death;
- (m) where a document referred to in the preceding paragraph:
- (i) is required by my executor for tax, insurance or other purposes; or
 - (ii) relates to 2 or more items of property that are given to different beneficiaries,
- my executor may give a copy of that document to the relevant beneficiary, rather than the original;
- (n) a reference to a marital, domestic or family relationship includes a relationship that comes into existence after the date of this Will;
- (o) singular words are to be read as including the plural and vice versa;
- (p) words referring to a particular gender are to be read as including all other genders and
- (q) headings are for ease of reference only and do not affect the meaning of this Will.

I certify this to be a true and accurate copy of the document reported to me to be the original.

Date:

21-1-2025
Julia Lee

COUNTY OF TARRANT, TEXAS
STEPHEN ASLEY B. PHARM.D.
217 KISSING POINT RD
TARRANT, TEXAS 76174
(214) 291-1161 6676

(X)

Shireen Bangab-sign here

(X)

Witness 1 sign here

(X)

Witness 2 sign here

Dated: (X) 18 July 2014[please date and sign below where marked (X)]

Signed:

(X) Shireen Bangah
Shireen Bangah sign here*

Attestation by witnesses:

We saw Shireen Bangah sign this Will and now sign as witnesses in her presence and in the presence of each other:

Witness 1

(X) [Signature]
Sign here*

Rhiannon Alana Ann Harrison

(X) 100 Paisley Street Footscray VIC 3011
Print name here

An Australian Legal Practitioner within the

(X) meaning of the Legal Profession Act 2004

Print address here

Witness 2

(X) [Signature]
Sign here*

Nina S. Gulic

(X) Slater & Gordon
Print name here

100 Paisley Street
Footscray VIC 3011
Legal Assistant

(X)
Print address here

I certify this to be a true and accurate
copy of the document reported to me
to be the original

Date: 24.1.10.2025
JULIA LEBER

SOUTH TUNNAMUNDA PHARMACY
STEPHEN ASTEY R PHARM M.P.S.
217 KISSING POINT RD
TUNNAMUNDA 2074
124971 TEL 0144 6676



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