

DATED:                      day of                      2022

**PROPERTY:**

810/915 Collins Street, Docklands VIC 3008

**VENDOR:**

Jimmy Chih-Chun Chu

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# CONTRACT OF SALE OF REAL ESTATE

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**KaiLegal**

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# CONTRACT OF SALE OF REAL ESTATE

Property Address: 810/915 Collins Street, Docklands VIC 3008

## IMPORTANT NOTICES TO PURCHASERS

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

### ESSENTIAL DOCUMENTS

Purchasers should ensure that prior to signing this contract, they have received—

- a copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing—

- under power of attorney; or
- as director of a corporation; or
- as an 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.

### COOLING-OFF RIGHTS

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

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

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

You are entitled to a refund of all 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 have 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.

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 following documents and in the following order of priority:

- Particulars of sale;
- Special conditions, if any;
- General conditions (which are in standard form: see general condition 6.1)
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached.

SIGNED BY THE PURCHASER: .....

.....on / / 20

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

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

This offer will lapse unless accepted within [ ] clear business days (no lapse date if none inserted). In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR: .....

.....on / / 20

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

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

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

## PARTICULARS OF SALE

<b>VENDOR'S ESTATE AGENT</b>	<b>Name:</b> ..... <b>Contact:</b> ..... <b>Address:</b> ..... <b>Tel:</b> ..... <b>Mob:</b> ..... <b>Fax:</b> ..... <b>Email:</b> .....						
<b>VENDOR</b>	<b>Name:</b> Jimmy Chih-Chun Chu <b>Address:</b> 810/915 Collins Street, Docklands VIC 3008						
<b>VENDOR'S LEGAL PRACTITIONER</b>	<b>Name:</b> Kai Legal <b>Contact:</b> Lucy Dong <b>Address:</b> Suite 211, 343 Little Collins Street Melbourne, VIC 3000 <b>Tel:</b> 9041 7733 <b>Fax:</b> 9015 6430 <b>Email:</b> <a href="mailto:office@kailegal.com.au">office@kailegal.com.au</a>						
<b>PURCHASER</b>	<b>Name:</b> ..... <b>Address:</b> .....						
<b>PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER</b>	<b>Name:</b> ..... <b>Contact:</b> ..... <b>Address:</b> ..... <b>Tel:</b> ..... <b>Mob:</b> ..... <b>Fax:</b> ..... <b>Email:</b> .....						
<b>LAND</b> (general conditions 7 and 13)	The land is – Described in the table below – <table border="1"> <thead> <tr> <th>Certificate of Title reference</th> <th>being lot</th> <th>on plan of subdivision</th> </tr> </thead> <tbody> <tr> <td>Volume 12044 Folio 696</td> <td>810</td> <td>742556L</td> </tr> </tbody> </table>	Certificate of Title reference	being lot	on plan of subdivision	Volume 12044 Folio 696	810	742556L
Certificate of Title reference	being lot	on plan of subdivision					
Volume 12044 Folio 696	810	742556L					
<b>PROPERTY ADDRESS</b>	The address of the land is: 810/915 Collins Street, Docklands VIC 3008						
<b>GOODS SOLD WITH THE LAND</b> (general condition 6.3(f))	(list or attach schedule) all fixed floor coverings, light fittings and window furnishings						
<b>PAYMENT</b>	<b>Price:</b> \$..... <b>Deposit:</b> \$..... by ..... / ..... / 20..... (of which \$..... has been paid) <b>Balance:</b> \$..... payable at settlement						
<b>DEPOSIT BOND</b> (general condition 15)	General condition 15 applies only if the box is checked <input type="checkbox"/>						
<b>BANK GUARANTEE</b> (general condition 16)	General condition 16 applies only if the box is checked <input type="checkbox"/>						
<b>GST</b> (general condition 19)	Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked <input type="checkbox"/> GST (if any) must be paid in addition to the price if the box is checked <input type="checkbox"/> 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 <input type="checkbox"/> This sale is a sale of a going concern' if the box is checked <input type="checkbox"/> The margin scheme will be used to calculate GST if the box is checked						

<b>SETTLEMENT</b> (general condition 17 & 26.2)	<b>is due on:</b> ..... / ..... / 20..... unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of: <ul style="list-style-type: none"> <li>• the above date; or</li> <li>• 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.</li> </ul>
<b>LEASE</b> (general condition 5.1 and special conditions)	<input type="checkbox"/> 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*: <ul style="list-style-type: none"> <li><input type="checkbox"/> a lease for a term ending on : ..... / ..... / 20..... with ..... options to renew, each of ..... years</li> <li><input type="checkbox"/> a residential tenancy agreement for a fixed term ending on: ..... / ..... / 20.....</li> <li><input type="checkbox"/> a periodic tenancy determinable by notice</li> </ul>
<b>TERMS CONTRACT</b> (general condition 30)	This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box is checked <input type="checkbox"/>
<b>LOAN</b> (general condition 20)	<input type="checkbox"/> This contract is subject to a loan being approved and the following details apply if the box is checked: <b>Lender:</b> ..... (or another lender chosen by the purchaser) <b>Loan amount:</b> no more than \$..... <b>Approval date:</b> ..... / ..... / 20.....
<b>FIRB APPROVAL</b> (special condition 4)	This sale is subject to the purchaser obtaining FIRB approval if the sale was not at auction, and the words 'Subject to FIRB' appear in this box. Refer to special condition 4 <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p><b>Note: If subject to FIRB, purchasers must apply for FIRB approval and pay the FIRB application fee within 3 business days of the day of sale.</b></p>
<b>GST WITHHOLDING</b> (general condition 25 and special condition 8.5)	This box is notice to the purchaser under section 14-255(1)(a) of Schedule 1 to <i>Taxation Administration Act 1953</i> (Cth). If it is marked 'withholding', the purchaser must make a withholding payment under section 14-250. Refer to general condition 25 and special condition 8.5 <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>No GST withholding</b> </div>
<b>BUILDING REPORT</b> (general condition 21)	General condition 21 applies only if the box is checked <input type="checkbox"/>
<b>PEST REPORT</b> (general condition 22)	General condition 22 applies only if the box is checked <input type="checkbox"/>
<b>SPECIAL CONDITIONS</b>	This contract does not include any special conditions unless the words ' <b>special conditions</b> ' appear in this box. <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>SPECIAL CONDITIONS</b> </div> <p>If the contract is subject to 'special conditions', then particulars of the Special Conditions are:  <b>AS ATTACHED</b></p>

## SPECIAL CONDITIONS

### 1 Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- (a) The singular form includes the plural, and vice versa.
- (b) Headings are for convenience only and do not affect interpretation.
- (c) A reference to a person includes a body corporate, an unincorporated body or other entity.
- (d) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

### 2 Joint and several liability

When more than one person constitutes the purchaser, the word “purchaser” wherever occurring in this Contract or in any conditions implied or incorporated by reference will be read as “purchasers”, and the covenants, agreements and obligations on their part to be observed and performed will be deemed to be covenants, agreements, and obligations of them jointly, and each of them severally.

### 3 Planning

#### 3.1 Property sold subject to planning restrictions

The property is sold subject to the restrictions imposed under any legislation, planning scheme, regulation, by-law, permit or order. The vendor has not made any representation or warranty that:

- (a) the property is suitable for any use or purpose intended by the purchaser;
- (b) any permit has been obtained or is available from any relevant authority;
- (c) the building(s) or the vendor’s existing or past uses of the property complied with any planning controls; or
- (d) that the improvements erected on the Land or any alterations or additions to the improvements comply with the Building Act 1993, the Building Regulations 2018, the Plumbing Regulations 2018, the Building Code of Australia, the National Construction Code, the Plumbing Code of Australia, or the requirements of any government or other governmental, semi-governmental, statutory body or entity in relation to any improvements erected on the land or any alterations or additions to the improvements.

#### 3.2 Purchaser to make own enquiries

The purchaser agrees and acknowledges that:

- (a) it has made its own enquiries, inspections and investigations of the property and its permitted uses;
- (b) it relies entirely on the result of its investigations and on its own judgement in entering into this Contract;
- (c) it is satisfied with the permitted use of the property, and the restrictions and prohibitions on the use of the property;
- (d) the property is identical in area and measurement to the descriptions in the title particulars given above;
- (e) it is satisfied with the nature, quality, condition and state of repair of the property, and it accepts the property as it is, including any latent and patent defects, and defects relating to quality;
- (f) all structures or improvements on the property are within the property’s title boundaries, and that no structure or improvements of any adjoining property encroaches over or under the property’s title boundaries;
- (g) Any fence or wall purporting to be on a boundary of the land is deemed to be on the title boundary of the land and if a fence or wall or any part of either of them is found to be within or outside the title boundary, the Purchaser will not have any claim on that ground against the vendor; and
- (h) it has not relied on any information, representation or warranty made by the vendor or the vendor’s agent, except for the disclosure required under the **Sale of Land Act 1962**.

#### 3.3 No exercise of excluded rights

The purchaser will not do any of the following things in relation to any of the matters in this special condition:

- (a) avoid this Contract;
- (b) withhold any part of, or require any adjustment of the Price;
- (c) require any part of the Price to be retained;
- (d) require the vendor to do any act, matter or thing;
- (e) require the vendor to pay any money or bear any costs;
- (f) require the vendor to indemnify any person; or
- (g) claim any compensation.

## **4 Foreign Acquisitions and Takeovers Act 1975**

### **4.1 If subject to FIRB approval**

If the words 'Subject to FIRB' appear in the appear in the relevant box in the particulars of sale, **and the property was not sold at auction**, then:

- (a) the purchaser must, unless it has already done so, within 3 business days of the day of sale (the **Application Date**):
  - (i) submit its application to purchase the property to the Foreign Investments Review Board (**FIRB**);
  - (ii) fully pay the relevant applications fees charged by FIRB; and
  - (iii) submit proof of its payment of those application fees to the vendor's solicitor;
- (b) the purchaser must do everything else reasonably required to obtain the FIRB approval;
- (c) if the purchaser is not in default under any other conditions of this contract, then the purchaser may cancel this contract of sale and obtain a refund of the deposit (minus any deductions calculated under special condition 4.1(e) below) by writing a statement to the vendor's solicitor no earlier than 25 days after the date that the relevant FIRB application fee was paid and no later than 35 days after the date that the relevant FIRB application fee was paid on the ground that the purchaser's application has been rejected by the FIRB, and attaching evidence of that rejection.
- (d) If no such statement is given to the vendor's solicitor, then this contract is taken to be unconditional in respect of FIRB approval. The purchaser makes the warranty and indemnity set out in special conditions 4.2(a) and 4.2(b) to the vendor.
- (e) Failure to make the FIRB application and pay the FIRB fees within the timeframe stated in special condition 4.1(a) constitutes default of an essential term of this contract. The purchaser agrees that if it fails to make the FIRB application on or before the Application Date, then:
  - (i) Any portion of the deposit that has not been paid becomes immediately payable;
  - (ii) interest at the rate set out in general condition 33 (as modified by special condition 8.7) is payable from the Application Date until the day that the purchaser makes the FIRB application and pays the FIRB application fees;
  - (iii) the interest is calculated against the sale price minus any deposit paid by the purchaser as at the Application Date;
  - (iv) if the sale of the property completes, then that interest will be paid by way of an adjustment against the purchaser at settlement;
  - (v) if this contract is cancelled, then the vendor may deduct the interest from the deposit. If the deposit is insufficient to cover the interest, then the purchaser must pay any shortfall immediately upon the end of the contract or upon demand from the vendor, whichever occurs first.

### **4.2 If not subject to FIRB approval**

If the property was sold at auction, or the words 'Subject to FIRB' do not appear in the relevant box in the particulars of sale, then:

- (a) The purchaser warrants that it does not require any consent or approval under the Foreign Acquisitions and Takeovers Act 1975 to enter into this Contract, or has already acquired such consent or approval.
- (b) If the purchaser breaches this warranty, the purchaser will indemnify and compensate the vendor for any loss incurred.

## **5 Forms**

### **5.1 State Revenue Office online form**

- (a) The vendor will use reasonable endeavours to fill in and sign its part of the relevant State Revenue Office online forms pertaining to this transaction within 3 weeks of the date of this Contract, and forward it to the purchaser's representative for review.
- (b) The purchaser must fill in and sign its part of the relevant form by no later than 5 business days before settlement.
- (c) If changes to the form are subsequently required (for example, to rectify a typographical error or to reflect a changed settlement date), the parties must use reasonable endeavours to make the change and re-sign the form to avoid further delays to settlement.

## **6 Purchaser's Guarantees and Indemnities**

### **6.1 Special levies**

From the Day of Sale, the purchaser agrees to be responsible for, and to indemnify the vendor against, any order, notice, declaration or report requiring the payment of any new or special levies to any governmental, semi-governmental, statutory body or entity, or utility service provider, that may affect the property.

### **6.2 Purchasers who are bodies corporate**

- (a) If the purchaser is, or includes a corporation, the corporate purchaser(s) must each deliver to the vendor a duly executed and enforceable Guarantee and Indemnity in the form set out in Annexure 1, executed by at least two directors of the company (or the sole director of the company, if there is only one director), within three clear business days of the Day of Sale.
- (b) Any person who signs this contract will be personally responsible for complying with the terms and conditions of this contract.

## **7 Lease**

This special condition only applies if the particulars of sale states that this sale is subject to lease.

### **7.1 Purchaser acknowledgement**

The Purchaser acknowledges that:

- (a) the Vendor need not take any action to enforce the Leases; and
- (b) the Vendor does not warrant or represent that:
  - (i) the provisions of the Leases have been complied with;
  - (ii) the Tenant will comply with the Leases after the Day of Sale;
  - (iii) the Tenant will still be in occupation of the property on the Settlement Date; or
  - (iv) what, if any, fixtures and fittings are the property of the Tenant.

### **7.2 Inspection of Lease**

The Purchaser has inspected the leases and is aware of all the terms and conditions contained within and:

- (a) may not make any objection, requisition, claim for compensation, delay settlement, rescind or terminate this Contract because of anything in connection with the leases or any matter referred to in this special condition; and
- (b) shall have no entitlement to delay settlement or make any claim, objection or requisition due to the unavailability of originals of the leases, or any other matter referred to in or arising out of the leases.

### **7.3 Assignment**

With effect from the Settlement Date the vendor assigns to the purchaser:

- (a) the benefit of all obligations owed to the vendor under the lease, whether or not they touch and concern the Commercial Property; and
- (b) the benefit of all assignable obligations owed to the Vendor under any bond delivered by the tenants to the vendor under the lease.

### **7.4 No notices to vacate**

Under no circumstances will the vendor serve notice of termination of the lease or notice to vacate on the tenant whether or not the vendor receives a written request from the purchaser to do so. The purchaser acknowledges that it will have no entitlement to serve notice of termination unless and until settlement takes place.

## **8 Changes to General Conditions**

### **8.1 Purchasers who are bodies corporate**

General Condition 2 is amended by replacing the two instances of "proprietary limited company" with "body corporate".

### **8.2 Nomination**

- (a) General Condition 4 does not apply to this Contract.
- (b) The purchaser:
  - (i) may at any time not later than 21 days before the Settlement Date nominate a substitute or additional purchaser, by submitting the nomination document signed by the nominee(s) and the purchaser to the vendor's solicitor, including a confirmation from those parties that the cost of processing the nomination will be \$330, to be adjusted against the nominee(s) at settlement; and
  - (ii) will remain personally liable for the due performance of all the purchaser's obligations under this Contract;

- (e) The Purchase indemnifies the vendor from all losses or damages suffered, or costs incurred, by the vendor in relation to any:
  - (i) nomination; or
  - (ii) default by any nominee.
- (f) If the substitute or additional purchaser nominated is a corporation, the purchaser must provide a duly executed and enforceable Guarantee and Indemnity in the form set out in Annexure 1, executed by at least two directors of the company (or the sole director of the company, if there is only one director), within three clear business days of making the nomination. The Guarantee and Indemnity will be prepared by or on behalf of the vendor, but at the cost of the purchaser.

## 8.3 Electronic Settlement

A new General Condition 18.10 is inserted as follows "In the event the purchaser is unable or unwilling to settle electronically, the purchaser acknowledges and agrees that it is liable for the vendor's cost of \$880, which must be adjusted and paid at settlement.

## 8.4 Adjustments

- (a) For the purpose of General Condition 23, outgoings include all service charges, contributions and expenses paid or payable to or on behalf of any relevant Owners Corporation(s) by the vendor pursuant to the **Owners Corporation Act 2006**. Where separate assessments of outgoings have not been issued to each unit owner, the apportionment shall be calculated on the basis of the proportion which the unit liability for the unit bears to the total unit liability of all the units on the Plan.
- (b) The purchaser must submit its proposed statement of adjustments at least 3 business days before settlement, along with all supporting property certificates. If the purchaser fails to do so, at the option of the vendor, the vendor is entitled to delay settlement up to a date that is 3 business days after the vendor's solicitor receives the adjustment statement and certificates from the purchaser. If the vendor chooses to do so, the purchaser is deemed to have breached this contract and the vendor is entitled to interest under General Condition 33 from the original settlement date until the date that is 3 days after the vendor's solicitor received the adjustments and supporting certificates.
- (c) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement then adjustments will be calculated from the date of possession
- (d) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.

## 8.5 GST withholding

The following subparagraphs are added at the end of General Condition 25:

- (a) General Condition 25 will not merge on settlement
- (b) If in the particulars of sale, the vendor gives notice that the purchaser need not make a withholding payment under section 14-250, then the purchaser must not withhold any amount from the consideration payable to the vendor.
- (c) If the particulars of sale provide that GST withholding is required, then the vendor notifies to the purchaser the following information required under section 14 - 255(1)(b):

<b>Supplier</b>	Name	
	ABN	
	Phone number	
	Address	
<b>Withholding Amount</b>	Amount to be withheld under section 14-250 and paid to the ATO:	\$ _____
	When this must be paid:	On settlement day
	If some of the consideration is non-monetary, the GST-inclusive market value of that consideration:	N/A

## 8.6 Reasonably foreseeable losses

For the purposes of General Condition 32, the purchaser acknowledges that the following categories of losses are reasonably foreseeable for the vendor, should the purchaser fail to complete the purchase of the property on the settlement date or any other date that may have been agreed by the parties, or otherwise default in the performance of this Contract:

- (a) Costs incurred by the vendor associated with obtaining bridging finance, to complete the vendor's purchase of any other property, and interest charged on such bridging finance;
- (b) Additional interest payable by the vendor under any existing mortgage over the property;



- (c) Accommodation expenses reasonably incurred by the vendor;
- (d) Additional costs and expenses between the vendor and the vendor's solicitors, and/or between the vendor and the vendor's real estate agents. In particular, the cost of the issue of any default notices to the purchaser is agreed to be \$880 (including GST), payable by the purchaser;
- (e) Any commission or other expenses claimed by the vendor's agents relating to sale of the Property;
- (f) Any costs, expenses and penalties incurred by the vendor to a third party, through any delay in completion of this sale, or the vendor's purchase of any other property;
- (g) Re-booking fee and settlement fee payable to the vendor's solicitors, mortgagee and third parties, including \$220 fee payable to the vendor's solicitor for rebooking and rearranging settlement; and
- (h) If the default results in settlement being delayed after 31 December of any calendar year, any additional land tax incurred by the vendor as a result of the land being included in the vendor's land tax assessment for the next calendar year.

## **8.7 Interest on default**

General Condition 33 is amended by replacing "2% per annum" with 4% per annum".

## **8.8 Default**

If the purchaser defaults in the performance of any of the terms of this Contract, then the purchaser will be deemed to not have remedied the default for the purposes of General Condition 35 until all the compensation and interest under General Condition 32 are also paid in full to the vendor.

## **9 Entire Agreement**

The purchaser acknowledges that:

- (a) no information, representation or warranty by the vendor, the vendor's agent or the vendor's solicitor was supplied or made with the intention or knowledge that it would be relied upon by the purchaser;
- (b) no information, representation or warranty has been so relied upon; and
- (c) this Contract constitutes the entire agreement of the parties for the sale and purchase of the property, and supersedes all previous contracts, agreements, understandings and negotiations in relation to the sale and purchase of the property.

## **10 General**

### **10.1 Variations**

A variation of any term of this Contract is not effective unless it is in writing and signed by the parties. The purchaser acknowledges that the vendor will incur additional legal fees as a result of the purchaser requesting variations to the Contract. The purchaser agrees to pay \$220 to the Vendor's solicitor for each separate request for any extensions to the date for loan approval, the settlement date or for any other variations to the Contract. The additional fees will be allowed by the Purchaser on the statement of adjustments at settlement.

### **10.2 Applicable Law**

This Contract will be governed by and construed in accordance with the laws of Victoria, and the vendor and the purchaser irrevocably and unconditionally submit to the jurisdiction of the courts of Victoria.

### **10.3 Statutory Powers**

To the extent not prohibited by law, before enforcing this Contract, or exercising any right, power, authority, discretion or remedy, the vendor is not required to give any notice or allow the expiration of any time to any person.

### **10.4 No waiver**

- (a) A failure to exercise or a delay in exercising any right, power or remedy under this Contract does not operate as a waiver.
- (b) A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A waiver is not valid or binding on the party granting that waiver unless made in writing.

### **10.5 Parties to give full effect to Contract**

Each party must and must procure its servants and agents to sign, execute and deliver all documents instruments and writing and must do and must procure to be done all other acts, matters and things as may be necessary or desirable to give full effect to this Contract.

### **10.6 Ongoing application**

Any provision of this Contract remaining to be performed or capable of having effect after the Settlement Date of this Contract will remain in full force and effect.

**10.7 Severance**

If any part of this Contract becomes void or unenforceable or is illegal, then that part shall be severed from this Contract, and all parts which are not void, unenforceable or illegal shall remain in full force and effect and be unaffected by the severance.

## Annexure 1: Deed of Guarantee and Indemnity

I, ..... of .....  
(insert name) (insert address)

being a director of ..... ACN (.....),  
GUARANTEE the due and prompt performance of the company of its obligations and liabilities contained in the Contract of Sale of Real Estate dated ..... for the property at 810/915 Collins Street, Docklands VIC 3008 (the **Contract**).

1. I guarantee to the vendor:
  - (a) the payment of all money owing by the company under the Contract, as and when it becomes due;
  - (a) the compliance by the company of all of its obligations under the Contract; and
  - (b) that I will discharge any liability which the company has to the vendor if the vendor ends the Contract because of the company's default.
2. If the company fails to pay any money owing by it under the Contract, I will pay that money to the vendor on demand, as well as reasonable legal costs for the vendor enforcing this guarantee and indemnity.
3. If the company fails to comply with any of its obligations under the Contract, or is otherwise in default under the Contract, I will:
  - (a) indemnify the vendor against any loss, damage, costs or expenses the vendor incurs as a result; and
  - (c) pay on demand an amount equal to the loss, damage, costs or expenses to the vendor, and reasonable legal costs for the vendor enforcing this guarantee and indemnity.
4. My guarantee and indemnity continue even if:
  - (a) the vendor gives the company more time to pay any moneys, comply with any obligations, or waives those obligations, or otherwise makes any other compromise or arrangement with the company;
  - (d) the company or another guarantor of the company becomes insolvent or bankrupt;
  - (e) the company and/or another purchaser under the Contract nominates a substitute or additional purchaser under the Contract;
  - (f) the Contract is varied in any other way;
  - (g) the company's relevant obligation to the vendor is set aside, released or deferred under a scheme of arrangement between the company and its creditors;
  - (h) I die, in which case my guarantee and indemnity will bind my legal personal representatives;
  - (i) the vendor assigns or transfers its interest in the Contract, in which case my guarantee continues for the benefit of the assignee or transferee;
5. The vendor or its representative can deliver a demand or notice in writing to me for payment by:
  - (a) delivering it to me personally;
  - (j) leaving it at my address above; or
  - (k) sending it to me via prepaid, registered post.
6. This guarantee is irrevocable until it is discharged, or the company discharges all of its obligations under the Contract.

**Executed and delivered as a Deed** in Melbourne, Victoria on .....  
(insert date)

Signed Sealed and Delivered by ..... in the presence of:

Witness Signature

Signature of Guarantor

Witness Name (please print)

# GENERAL CONDITIONS

## TITLE

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

### 2. Liability of Signatory

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

### 3. Guarantee

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

### 4. Nominee

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

### 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 Pty 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 lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

- 6.7 Words and phrases used in general condition 6.6 which are defined in the **Building Act 1993** have the same meaning in general condition 6.6.
- 7. Identity of the land**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale
- 7.2 The purchaser may not:
- make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - require the vendor to amend title or pay any cost of amending title.
- 8. Services**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. Consents**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. Transfer & Duty**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties Online 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 condition 11.2, the purchaser must—
- only use the vendor's date of birth for the purposes specified in condition 11.2; and
  - 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 release from the secured party releasing the property from the security interest; or
  - 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
  - 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 —
- that—
    - the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - 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
  - 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—
- the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are

described by serial number in the Personal Property Securities Register.

- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 11 unless the context requires otherwise.

## 12. Builder warranty insurance

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

## 13. General law land

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the **Transfer of Land Act 1958** before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 This general condition 13 only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
  - (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:

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

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

## MONEY

### 14. Deposit

- 14.1 The purchaser must pay the deposit:
  - (a) to the vendor's licenced 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 is sold 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 registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the **Sale of Land Act 1962** to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.



## 14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

## 15. Deposit Bond

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

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

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

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

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

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

### 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or

repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

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

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

## 16. Bank Guarantee

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

### 16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the **Banking Act 1959 (Cth)**.

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

## 17. Settlement

### 17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

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

- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. Electronic Settlement

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
  - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law,
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

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

- 18.6 Settlement occurs when the workspace records that:
  - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
  - (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
  - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a



- 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
- (b) 'GST' includes penalties and interest.
- 20. Loan**
- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. Building Report

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

## 22. Pest Report

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

## 23. Adjustments

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and

- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.
- 24. Foreign Resident Capital Gains Withholding**
- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14 200(3) or section 14-235 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14 215 of the legislation just after the transaction, and the transaction is not excluded under section 14 215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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 in general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
- 25. GST Withholding**
- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** or in **A New Tax System (Goods and Services Tax) Act 1999 (Cth)** have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** because the property is \*new residential premise or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The vendor

must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;
- (d) despite:
- (e) any contrary instructions, other than from both the purchaser and the vendor; and
- (f) 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 the electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

## TRANSACTIONAL

### 26. Time & Co-operation

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. Service

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

27.2 A cooling off notice under section 31 of the **Sale of Land Act 1962** or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or

estate agent even if the estate agent's authority has formally expired at the time of service.

- 27.3 A document is sufficiently served:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner 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 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 that does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## 29. Inspection

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

## 30. Terms contract

- 30.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate

agent to be applied in or towards discharging the mortgage.

- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. Loss or damage before settlement

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the



determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. Breach

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

## DEFAULT

### 33. Interest

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

### 34. Default notice

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. Default not remedied

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (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.

## VENDOR'S STATEMENT

810/915 Collins Street, Docklands VIC 3008

Pursuant to section 32 of the **Sale of Land Act 1962** (Vic)

---

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.

### IMPORTANT NOTICES TO PURCHASERS

1. This statement contains essential information about the property that is being offered for sale to you. You should review it carefully, and also consider the matters raised in the attached due diligence checklist.
2. Planning or building controls applying to the area may restrict the way that you can use the property, or may require you to first get a permit or consent from the local council, or another responsible authority. You should do a proper investigation of the permitted land use before you buy.
3. If any essential services are not connected to the property, you should check with the appropriate authorities or service providers whether they can be connected and the cost of doing so.
4. If this property is liable for a growth area infrastructure contribution (GAIC), then the property cannot be transferred to you at the Land Titles Office until either the GAIC is paid, or you get an exemption or deferral for it. You should get advice about this before you purchase.
5. The property may be located in an area where commercial agricultural production may affect your enjoyment of the property. It is in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties.

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

#### VENDOR

**Name:** Jimmy Chih-Chun Chu

**Signature:** ..... **Date:** ...../...../.....

#### PURCHASER

**Name:** .....

**Signature:** ..... **Date:** ...../...../.....

## **1 Financial matters**

### **1.1 Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) (s32A(c))**

Contained in the attached certificates, except for:  
Water rates: No more than \$1,500 per annum

### **1.2 Any further amounts (including any proposed Owners Corporation Levy) for which the purchaser may become liable as a consequence of the purchase of the property**

None to the vendor's knowledge  
At settlement, the usual adjustable outgoings will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy of the property.

### **1.3 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 (s32A(b))**

As set out in the attached certificates. Like most properties, this is subject to statutory levies that are charges over the land, including the fire services levy which is set out in the Land Information Statement.

### **1.4 Terms Contract (s32A(d))**

This section 1.3 only applies if the vendor statement is in respect of a terms contract, where the purchaser is obliged to make two 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

### **1.5 Sale Subject to Mortgage (s32A(a))**

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 receipt of rents and profits.

Not applicable

## **2 Insurance**

### **2.1 Damage and destruction (s32B(a))**

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.

Particulars of any policy of insurance maintained by the vendor in respect of damage to or destruction of the land are as follows:

Not applicable

### **2.2 Owner builder (s32B(b))**

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 (s32C(a))**

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

See attached copies of title documents.

The purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside of any registered easements, and which are not registered or required to be registered against the title documents.

(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 easement, covenant or other similar restriction.

## 3.2 Planning (s32C(d))

Information concerning any planning instrument is contained in the attached certificate

## 3.3 Road Access (s32C(c))

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

☐

## 3.4 Designated bushfire prone area (s32C(b))

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

☐

## 4 Notices

### 4.1 Notice, order, declaration, report or recommendation (s32D(a))

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

If any, as contained in the attached certificates or searches.

The vendor has no means of knowing all decisions of the government and other authorities, unless such decisions have been communicated to the vendor.

### 4.2 Livestock disease or contamination (s32D(b))

Whether there are any 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.

Not applicable

### 4.3 Land acquisition (s32D(c))

Particulars of any notice of intention to acquire the property or any part of it, served under section 6 of the **Land Acquisition and Compensation Act 1986**.

Not applicable

## 5 Building Permits (s32E)

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):

Contained within the attached certificate.



## 6 Owners Corporation (s32F)

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

Attached are copies of the following documents concerning the owners corporation(s):

- (a) A copy of the current owners corporation certificate issued in respect of the property under the **Owners Corporation Act 2006**;
- (b) All accompanying documents and information required under section 151(4)(b) of the Owners Corporation Act 2006.

## 7 Growth Areas Infrastructure Contribution ("GAIC") (s32G)

Not applicable

## 8 Services (s32H)

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

Electricity	<input type="checkbox"/>	Gas	<input type="checkbox"/>	Water	<input type="checkbox"/>	Sewerage	<input type="checkbox"/>	Telephone	<input checked="" type="checkbox"/>
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Connected means that the service is provided by an authority, and operating on the day of sale. The Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

## 9 Title

Attached are copies of the following documents concerning the title:

- (a) 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 (s32l(b))  
The register search statement is attached.
- (b) Evidence of the Vendor's right to sell (where the Vendor is not the registered proprietor of the property) (s32l(c))  
Not applicable
- (c) If the land is subject to a subdivision that is not registered, any certified or proposed plan of subdivision, together with any proposed amendments to the plan (s32l(d))  
Not applicable

## 10 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 1000m<sup>2</sup> (but does not include a building under a strata title system, or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable

## 11 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.

Attached

## 12 Attachments

Any certificates, documents and other attachments may be annexed to this section.

Attached are:

- Certificate of Title;
- Title Plan;
- Section 24(2) Agreement;
- Owners Corporation search report;
- Owners Corporation certificate;
- Land Information Statement, City of Melbourne;
- Land Tax Certificate;
- Water bill;
- Building permit;
- Planning report;
- Designated bushfire prone area map;
- Due diligence checklist.

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

Page 1 of 1

VOLUME 12044 FOLIO 696

Security no : 124095641392T  
Produced 21/02/2022 11:30 AM

### LAND DESCRIPTION

Lot 810 on Plan of Subdivision 742556L.  
PARENT TITLE Volume 12042 Folio 160  
Created by instrument PS742556L 20/12/2018

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
JIMMY CHIH-CHUN CHU of UNIT 810 915 COLLINS STREET DOCKLANDS VIC 3008  
AR948196X 21/02/2019

### ENCUMBRANCES, CAVEATS AND NOTICES

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  
AQ399637K 30/10/2017

### DIAGRAM LOCATION

SEE PS742556L 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 810 LEVEL 8 915 COLLINS STREET DOCKLANDS VIC 3008

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS742556L

DOCUMENT END

# Imaged Document Cover Sheet


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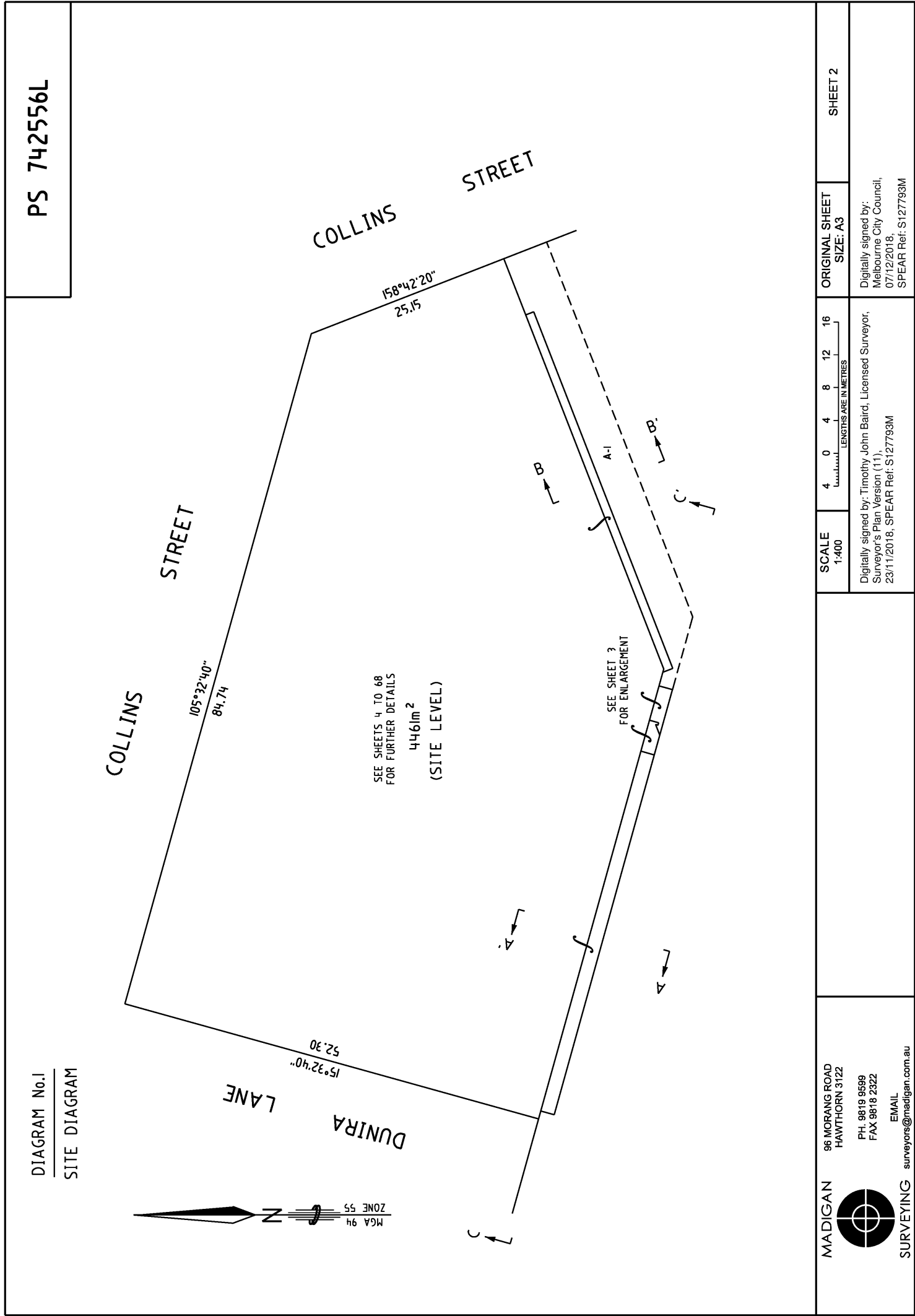
Document Type	<b>Plan</b>
Document Identification	<b>PS742556L</b>
Number of Pages (excluding this cover sheet)	<b>80</b>
Document Assembled	<b>21/02/2022 11:36</b>

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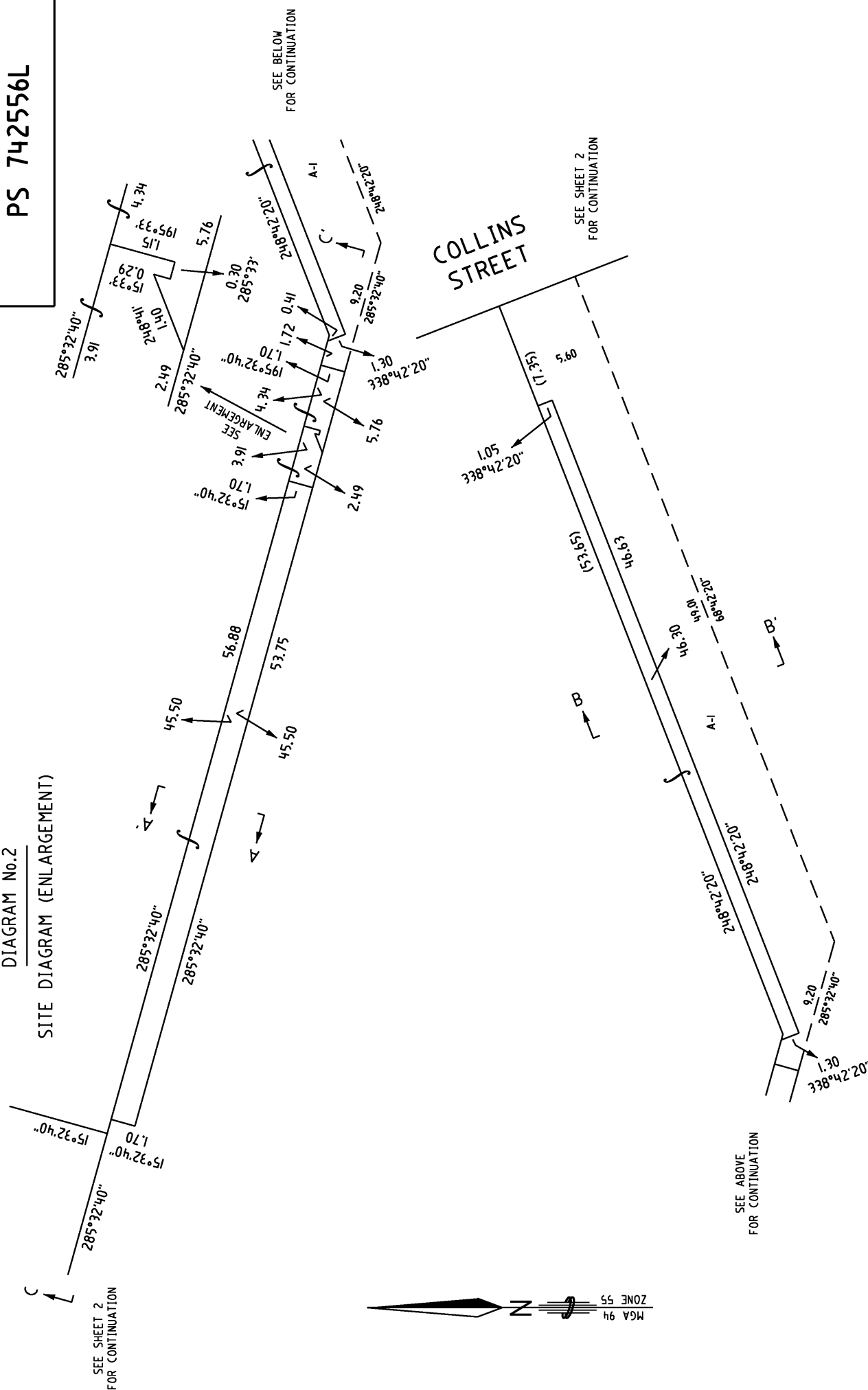
<h1>PLAN OF SUBDIVISION</h1>		<b>EDITION 1</b>	<h1>PS 742556L</h1>	
<b>LOCATION OF LAND</b>  <b>PARISH:</b> MELBOURNE NORTH <b>CITY:</b> MELBOURNE <b>SECTION:</b> 98 <b>CROWN ALLOTMENT:</b> 3E (PART) <b>TITLE REFERENCE:</b> VOL. 12042 FOL. 160 <b>LAST PLAN REFERENCE:</b> PS 545345Y (LOT 28) <b>POSTAL ADDRESS:</b> 915 COLLINS STREET (at time of subdivision) DOCKLANDS, VIC. 3008  <b>MGA CO-ORDINATES:</b> E: 318 650 ZONE: 55 (of approx centre of land N: 5 812 100 GDA 94 in plan)		<b>Council Name:</b> Melbourne City Council  <b>Council Reference Number:</b> SA-2018-89 <b>Planning Permit Reference:</b> TP-2018-733 <b>SPEAR Reference Number:</b> S127793M  <b>Certification</b>  This plan is certified under section 6 of the Subdivision Act 1988  <b>Statement of Compliance</b>  This is a statement of compliance issued under section 21 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Maria Tomasetig for Melbourne City Council on 07/12/2018		
<b>VESTING OF ROADS AND/OR RESERVES</b>				
<b>IDENTIFIER</b>	<b>COUNCIL/BODY/PERSON</b>			
NIL	NIL			
<b>NOTATIONS</b>				
<b>DEPTH LIMITATION</b> 100m BELOW THE SITE				
<b>SURVEY:</b> This plan is based on survey. (PS 545345Y - STAGE 20)  <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. TP-2018-733  This survey has been connected to permanent marks No(s). PS446763G - PM176 & 178, Doutta Galla PM 82, 83, 84 & 266 PS545345Y (Stage 1) - PM 311 & (Stage 20) - Doutta Galla PM 83 In Proclaimed Survey Area No.  <b>DATUM FOR LEVELS:</b> <b>MARK NAME:</b> MELBOURNE NORTH PM 311 <b>MARK NUMBER:</b> 308303110 <b>RL:</b> 3.603m AHD <b>DATE OF LEVEL:</b> 14/07/2014  <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">                         LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS                          FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE RESPONSIBILITY, ENTITLEMENT &amp; LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES                     </div>				
<b>ADDITIONAL PURPOSE OF PLAN:-</b> To remove the Sewerage and Supply of Water easement E-19 benefiting City West Water Corporation created in Plan of Subdivision PS 545345Y encumbering Lot S42 on PS 545345Y.  Grounds for removing the Sewerage and Supply of Water easement E-19 benefiting City West Water Corporation created in Plan of Subdivision PS 545345Y (Stage 20) vide Planning Permit No. TP-2018-733  <b>BOUNDARIES SHOWN BY THICK AND CONTINUOUS LINES ARE DEFINED BY BUILDINGS.</b>  <b>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:-</b> <b>INTERIOR FACE: ALL BOUNDARIES</b> THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR WHICH DEFINE BOUNDARIES ARE CONTAINED WITHIN COMMON PROPERTY No. 1 UNLESS OTHERWISE SHOWN.  <b>ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS AND CABLE DUCTS, SERVICES INSTALLATIONS WITHIN THE BUILDING (ALL INCLUSIVE) ARE CONTAINED WITHIN COMMON PROPERTY No. 1. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS AND CABLE DUCTS, SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.</b>  <b>CP No. 1 - COMMON PROPERTY No. 1</b>  <b>STRUCTURES DEFINED BY HATCHED BROKEN LINES ARE USED TO DEFINE EASEMENT BOUNDARIES.</b>				
<b>EASEMENT INFORMATION</b>				
<b>LEGEND:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
<b>IMPLIED EASEMENTS UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN VIDE PS 446763G, PS 446766A AND PS 509871F</b> <b>SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN</b>				
<b>Easement Reference</b>	<b>Purpose</b>	<b>Width (Metres)</b>	<b>Origin</b>	<b>Land Benefited/In Favour Of</b>
A-1	FOOTWAY (LIMITED IN DEPTH AND HEIGHT SEE SECTIONS CC', GG', HH', JJ', KK' & LL')	SEE PLAN	PS 545345Y	LOT 28 ON PS 545345Y
E-1	RIGHT OF ACCESS BY FOOT FOR THE PURPOSES OF CLEANING THE BUILDING (LIMITED TO DEPTH AND HEIGHT - SEE SECTIONS FF', GG', LL' & MM')	SEE PLAN	THIS PLAN	CP No. 1 ON THIS PLAN
E-2	RIGHT OF ACCESS BY FOOT FOR THE PURPOSES OF CLEANING AND MAINTENANCE OF THE BUILDING (LIMITED TO DEPTH AND HEIGHT - SEE SECTION EE')	SEE PLAN	THIS PLAN	LOTS T01 TO T10 ON THIS PLAN
<b>MADIGAN</b>  <b>SURVEYING</b>		<b>96 MORANG ROAD</b> <b>HAWTHORN 3122</b>  <b>PH. 9819 9599</b> <b>FAX 9818 2322</b>  <b>EMAIL</b> surveyors@madigan.com.au		<b>SURVEYORS FILE REF: 7429 PS V11.DGN</b> <b>DATE: 23-11-2018</b>  Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (11), 23/11/2018, SPEAR Ref: S127793M
<b>ORIGINAL SHEET SIZE: A3</b>		<b>SHEET 1 OF 80</b>		
<b>PLAN REGISTERED</b> <b>TIME: 11:26 AM DATE: 20 / 12 / 2018</b> Laura Campbell Assistant Registrar of Titles				




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PS 742556L

DIAGRAM No.2  
SITE DIAGRAM (ENLARGEMENT)

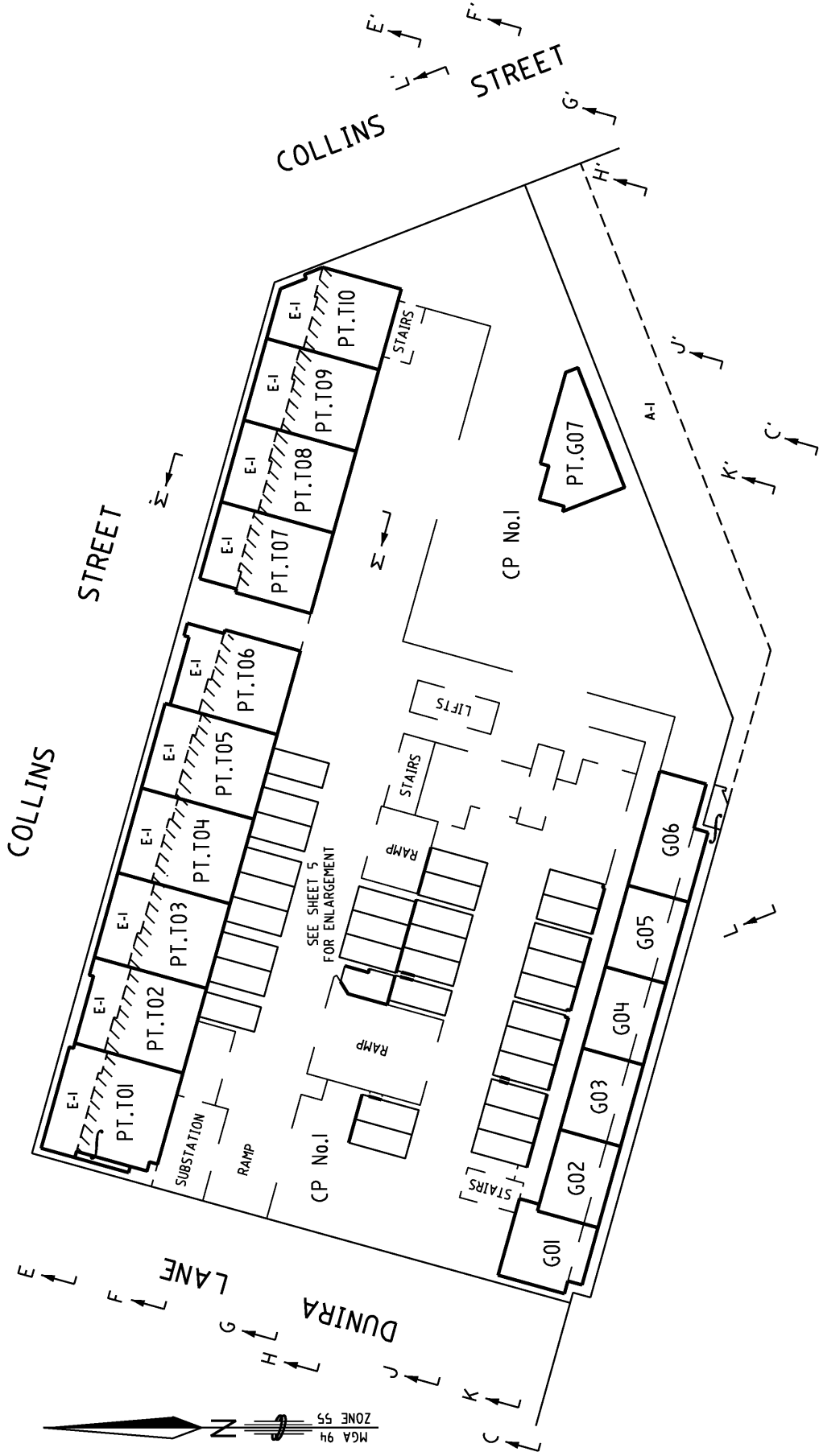


<div>MADIGAN</div> <div></div> <div>SURVEYING</div> <div>96 MORANG ROAD HAWTHORN 3122</div> <div>PH. 9819 9599 FAX 9818 2322</div> <div>EMAIL surveyors@madigan.com.au</div>						SCALE 1:250	2.5   0   2.5   5   7.5   10 <small>LENGTHS ARE IN METRES</small>					ORIGINAL SHEET SIZE: A3	SHEET 3
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (11), 23/11/2018, SPEAR Ref: S127793M												Digitally signed by: Melbourne City Council, 07/12/2018, SPEAR Ref: S127793M

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DIAGRAM No.3

GROUND LEVEL AND SITE PLAN




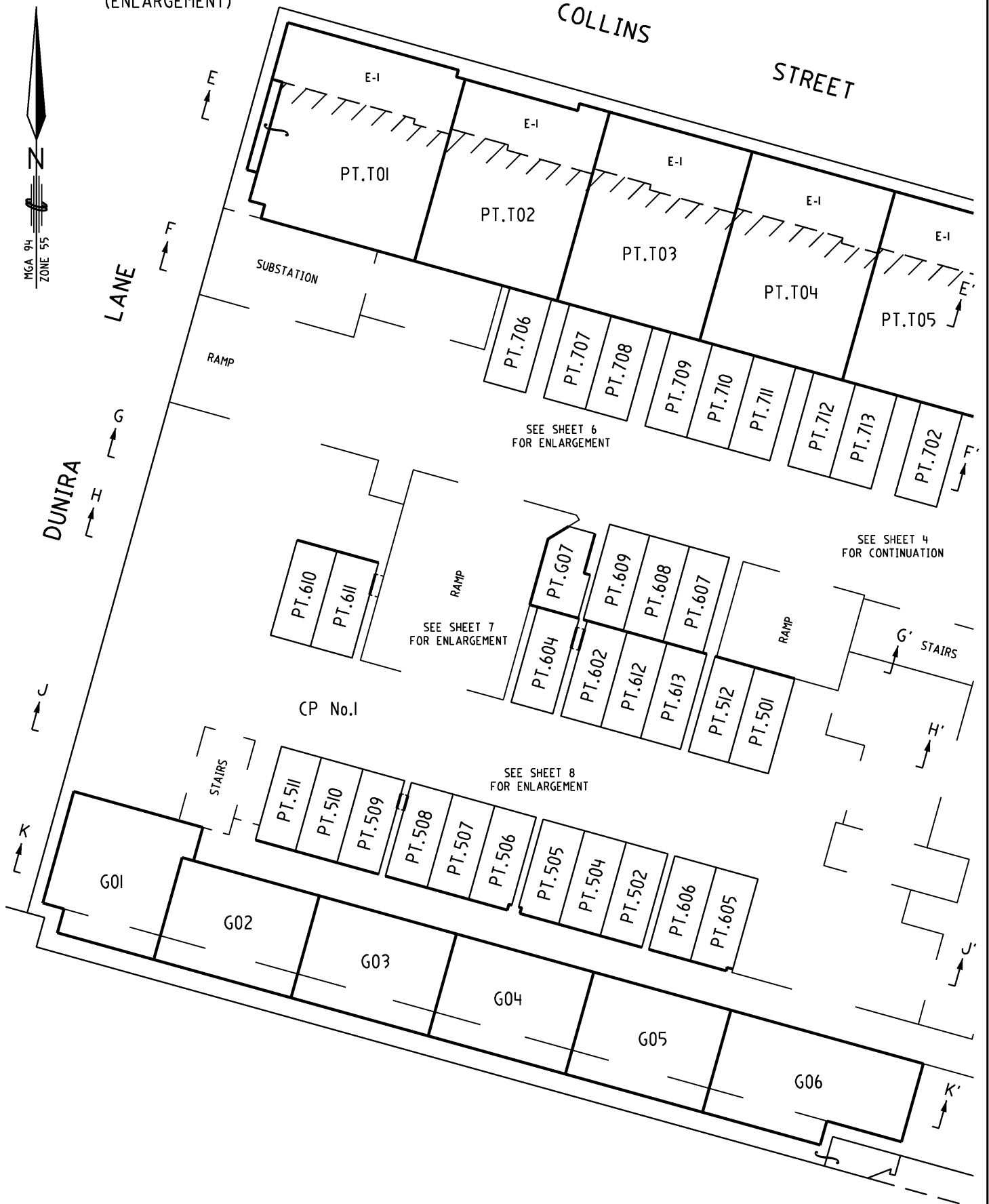
<b>MADIGAN</b>  <b>SURVEYING</b> <a href="mailto:surveyors@madigan.com.au">surveyors@madigan.com.au</a> Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.	96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL <a href="mailto:surveyors@madigan.com.au">surveyors@madigan.com.au</a>	SCALE 1:400 4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4
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DIAGRAM No.4

PS 742556L

GROUND LEVEL AND SITE PLAN  
(ENLARGEMENT)



MADIGAN



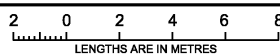
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SCALE  
1:200



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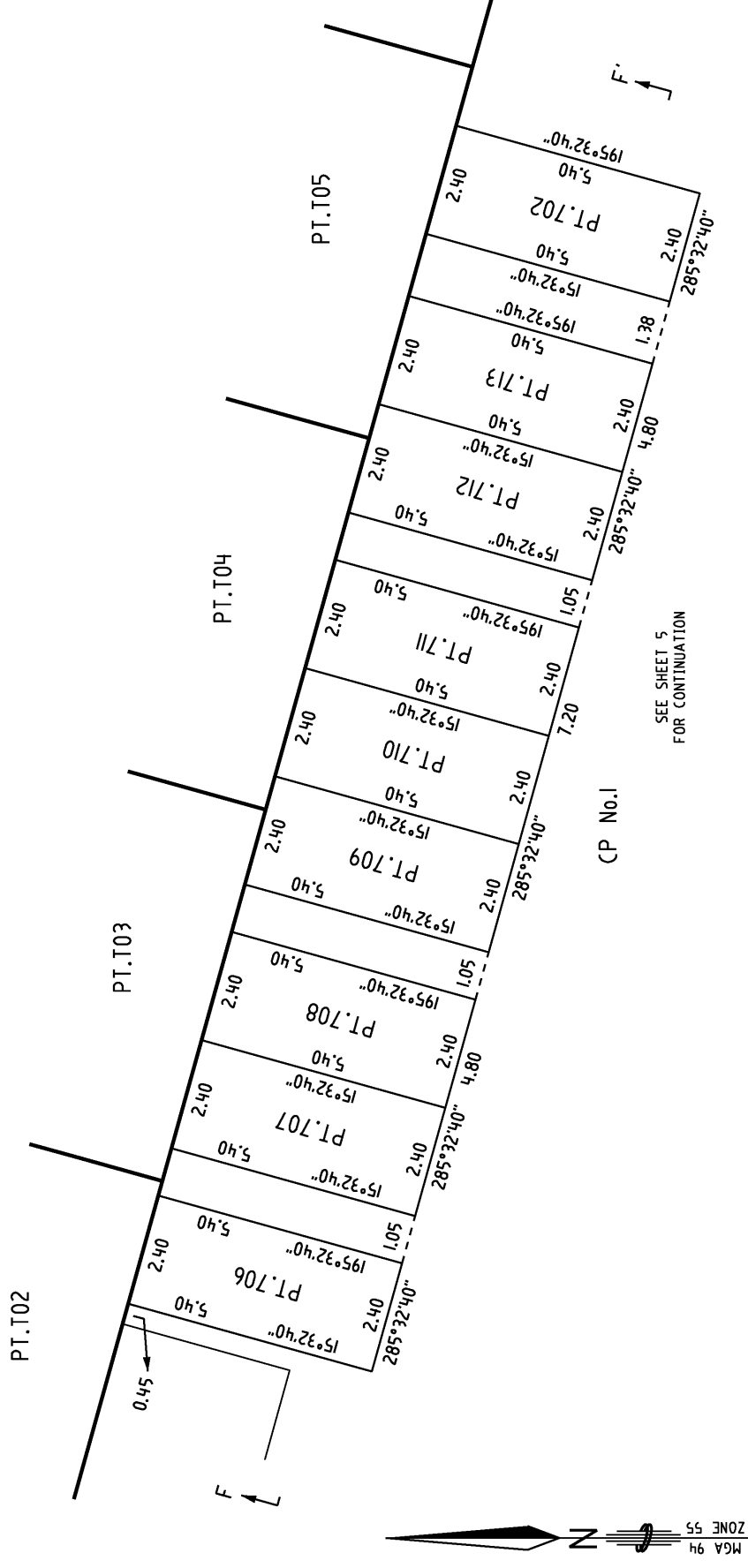
SHEET 5

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SPEAR Ref: S127793M

DIAGRAM No.5

GROUND LEVEL AND SITE PLAN  
(ENLARGEMENT)

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Scale 1:100  
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LENGTHS ARE IN METRES

See Sheet 5  
FOR CONTINUATION

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SIZE: A3

SHEET 6

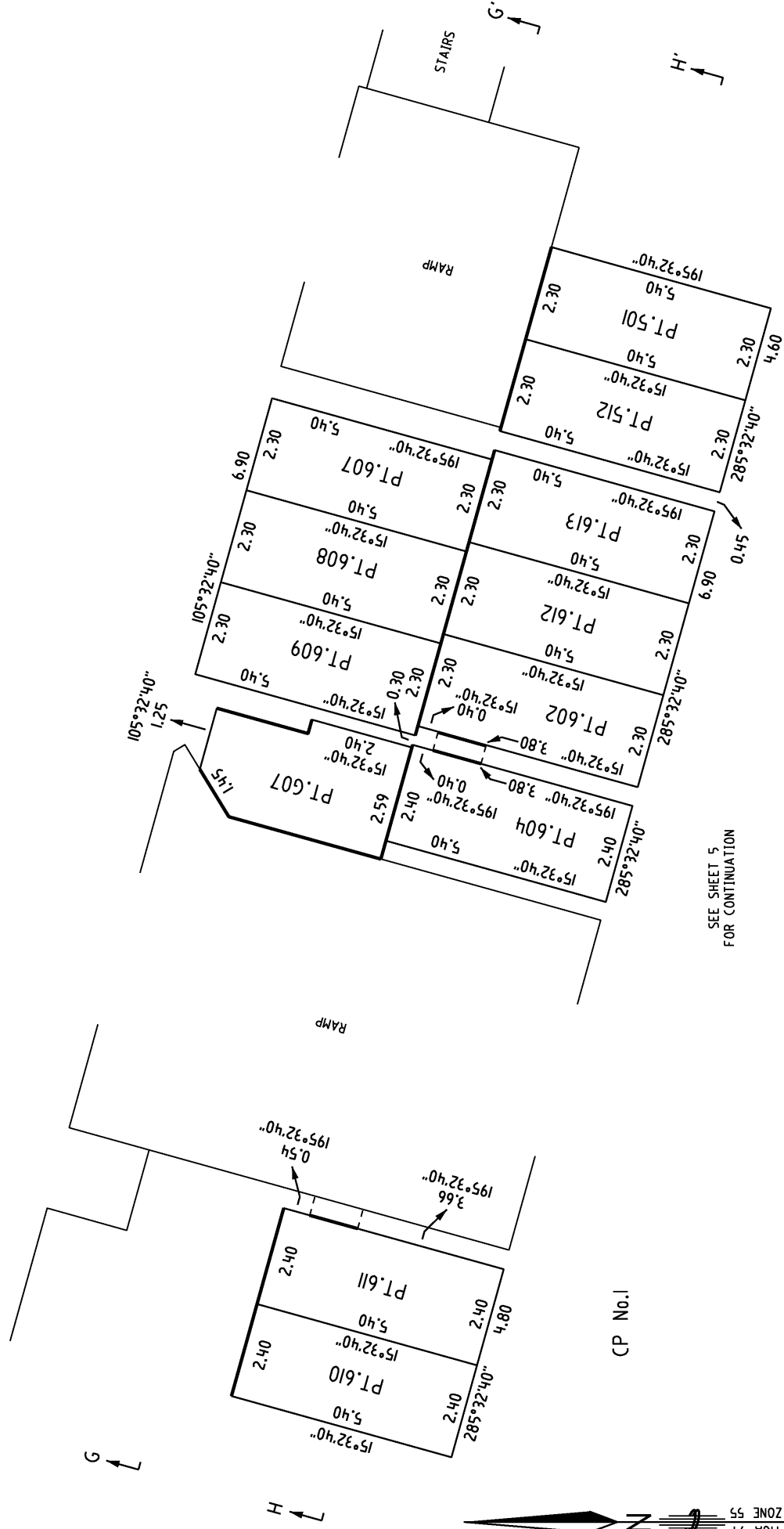
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SPEAR Ref: S127793M

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23/11/2018, SPEAR Ref: S127793M

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## DIAGRAM No.6

GROUND LEVEL AND SITE PLAN  
(ENLARGEMENT)

SEE SHEET 5  
FOR CONTINUATION

CP No. 1

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ORIGINAL SHEET SIZE: A3	SHEET 7
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**SHEET 7**

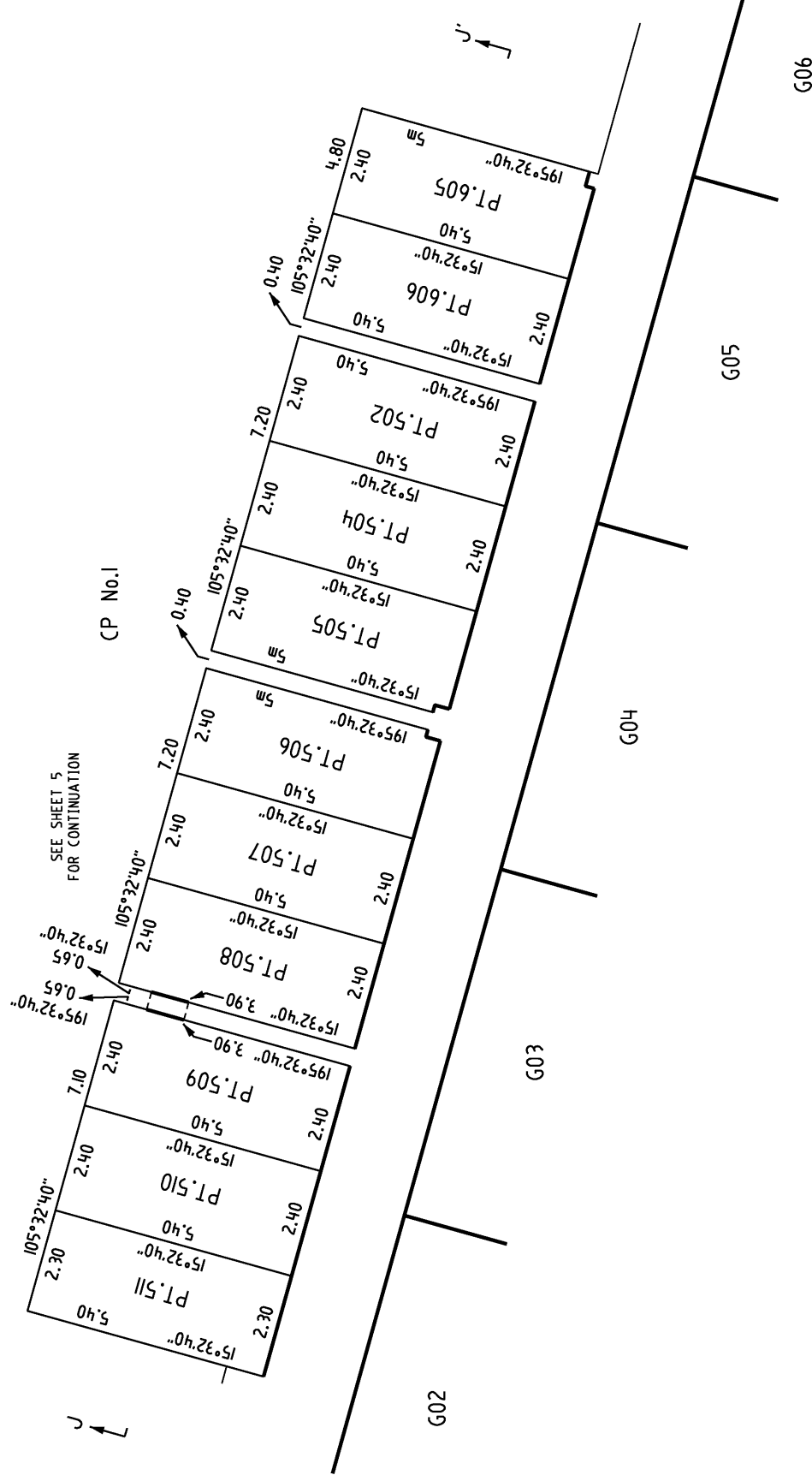
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07/12/2018,  
SPEAR Ref: S127793M

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Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

DIAGRAM No.7

GROUND LEVEL AND SITE PLAN  
(ENLARGEMENT)

PS 742556L



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SCALE  
1:100

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LENGTHS ARE IN METRES

ORIGINAL SHEET  
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SHEET 8

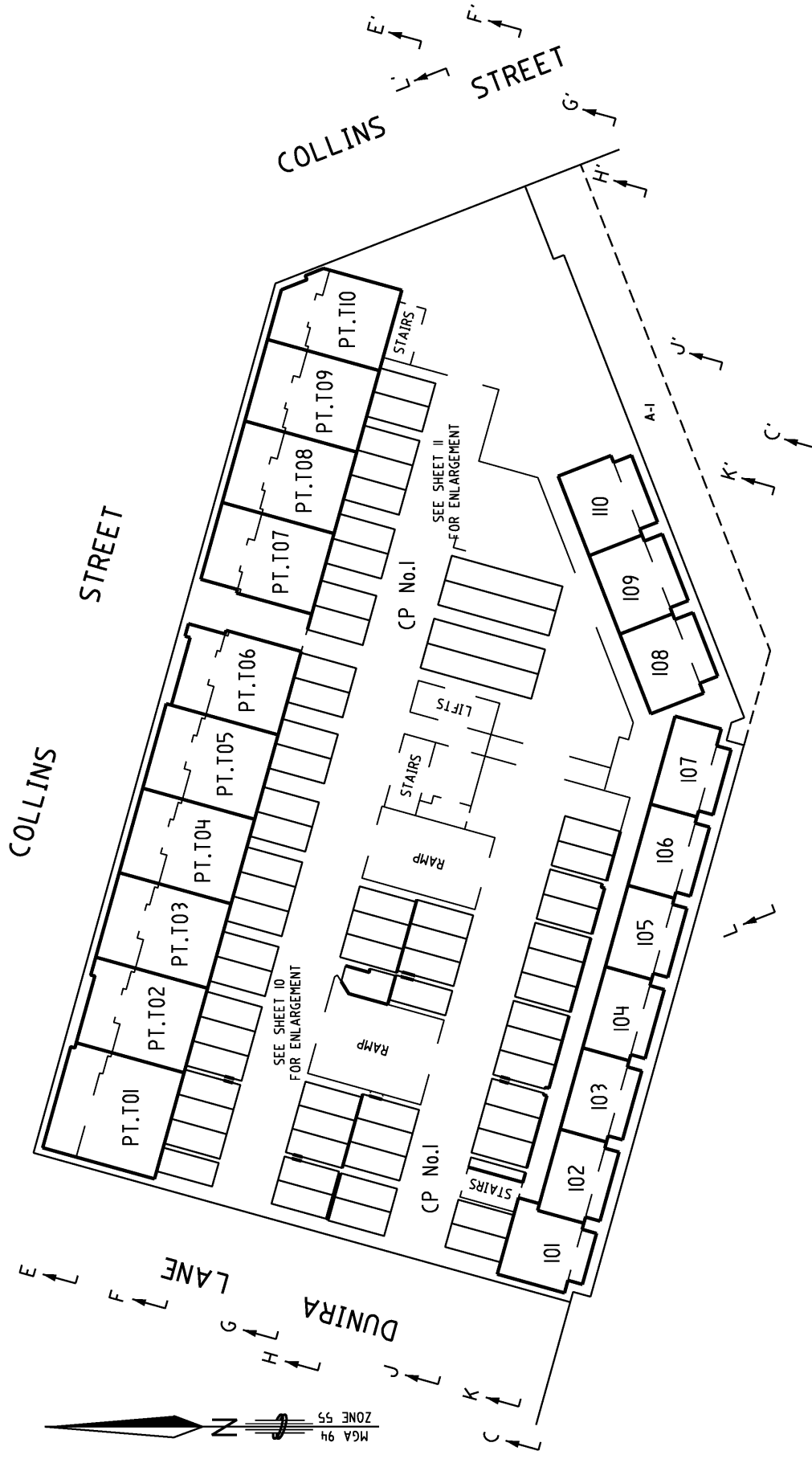
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Surveyor's Plan Version (11),  
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DIAGRAM No.8

## LEVEL I

PS 742556L



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SCALE

LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

**SHEET 9**

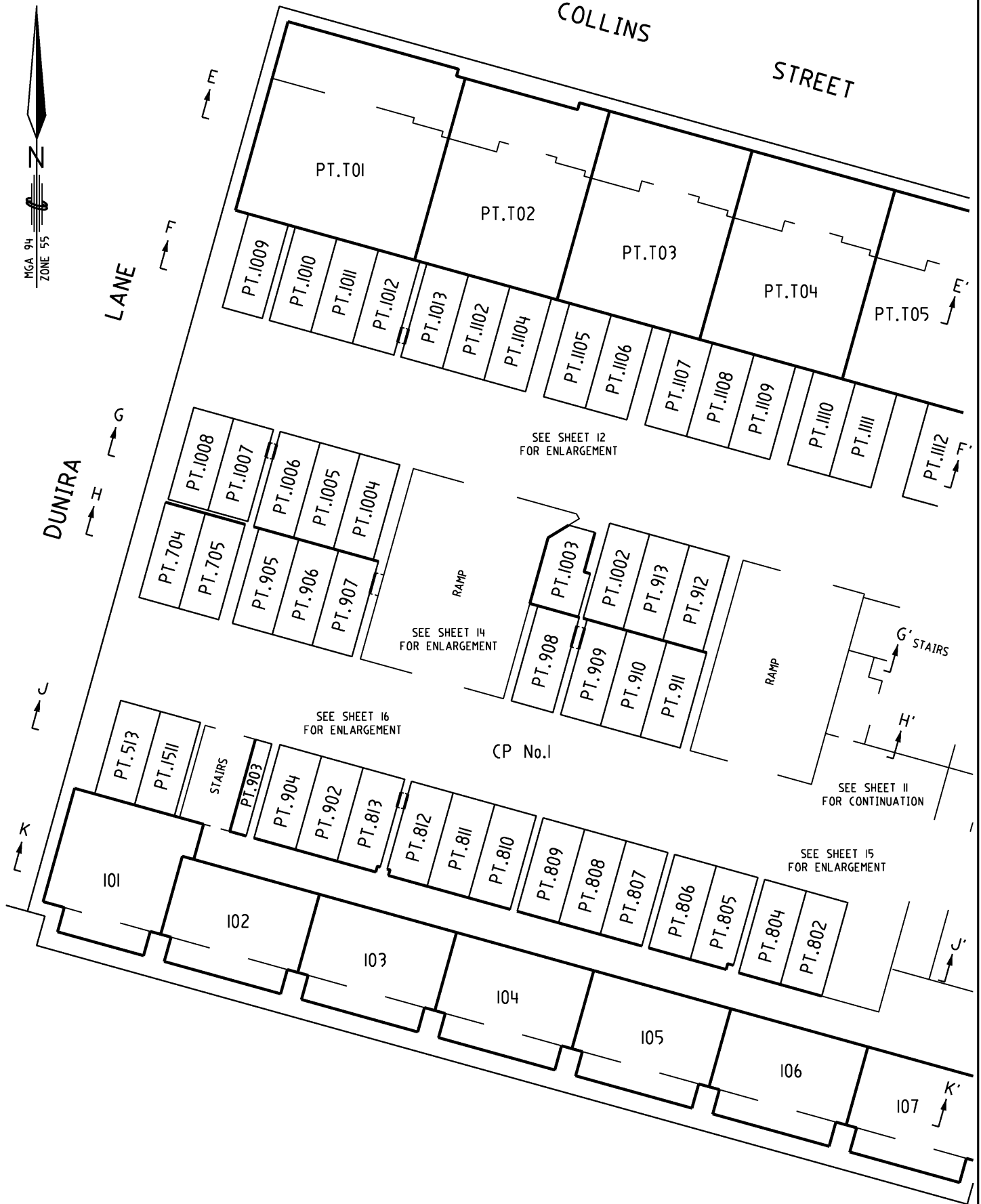
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SPEAR Ref: S127793M

DIAGRAM No.9

PS 742556L

LEVEL 1 (ENLARGEMENT)



MADIGAN



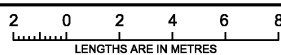
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SCALE  
1:200



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ORIGINAL SHEET  
SIZE: A3

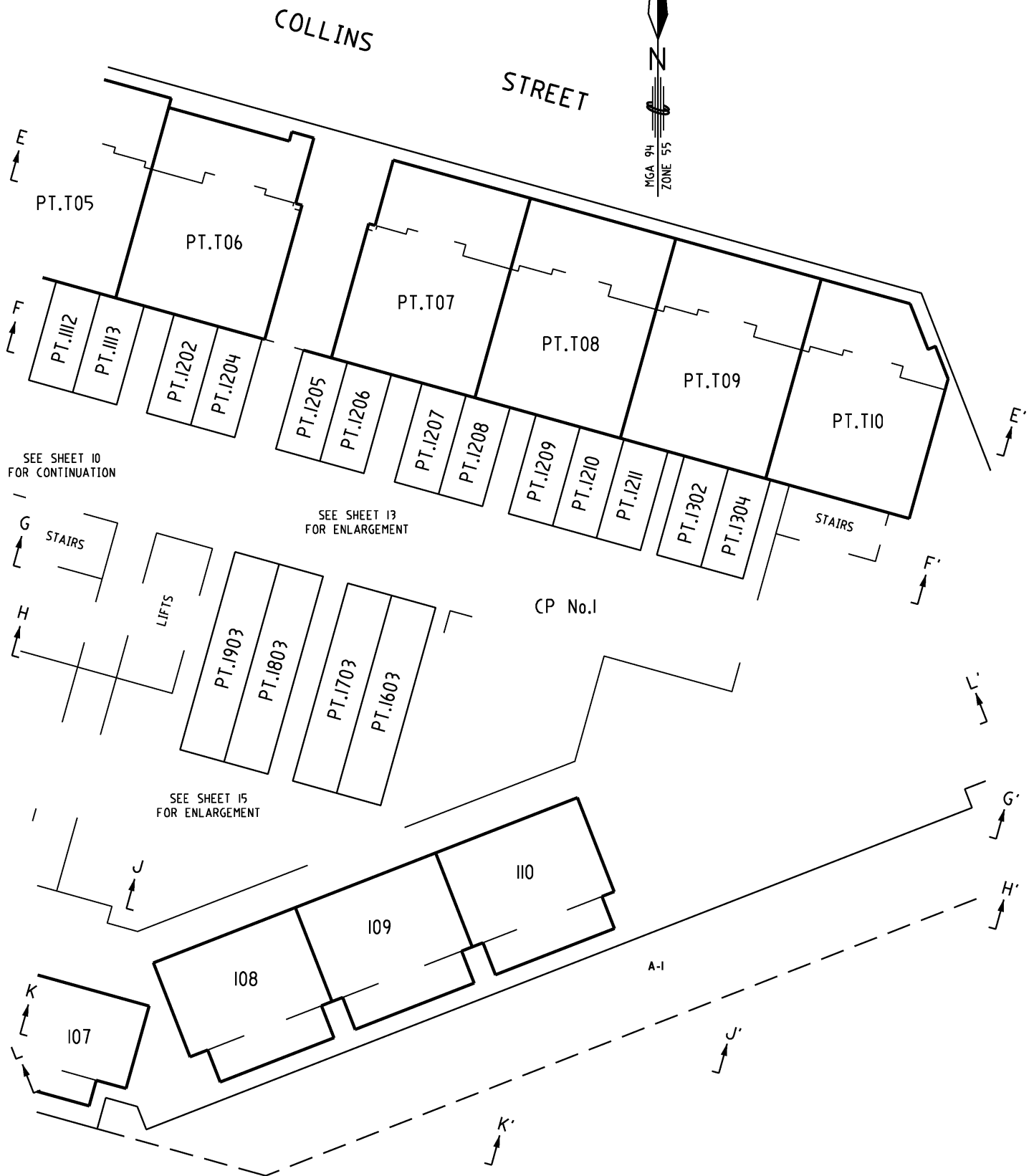
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DIAGRAM No.10

LEVEL 1 (ENLARGEMENT)

PS 742556L



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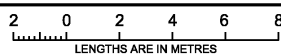
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ORIGINAL SHEET  
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SHEET 11

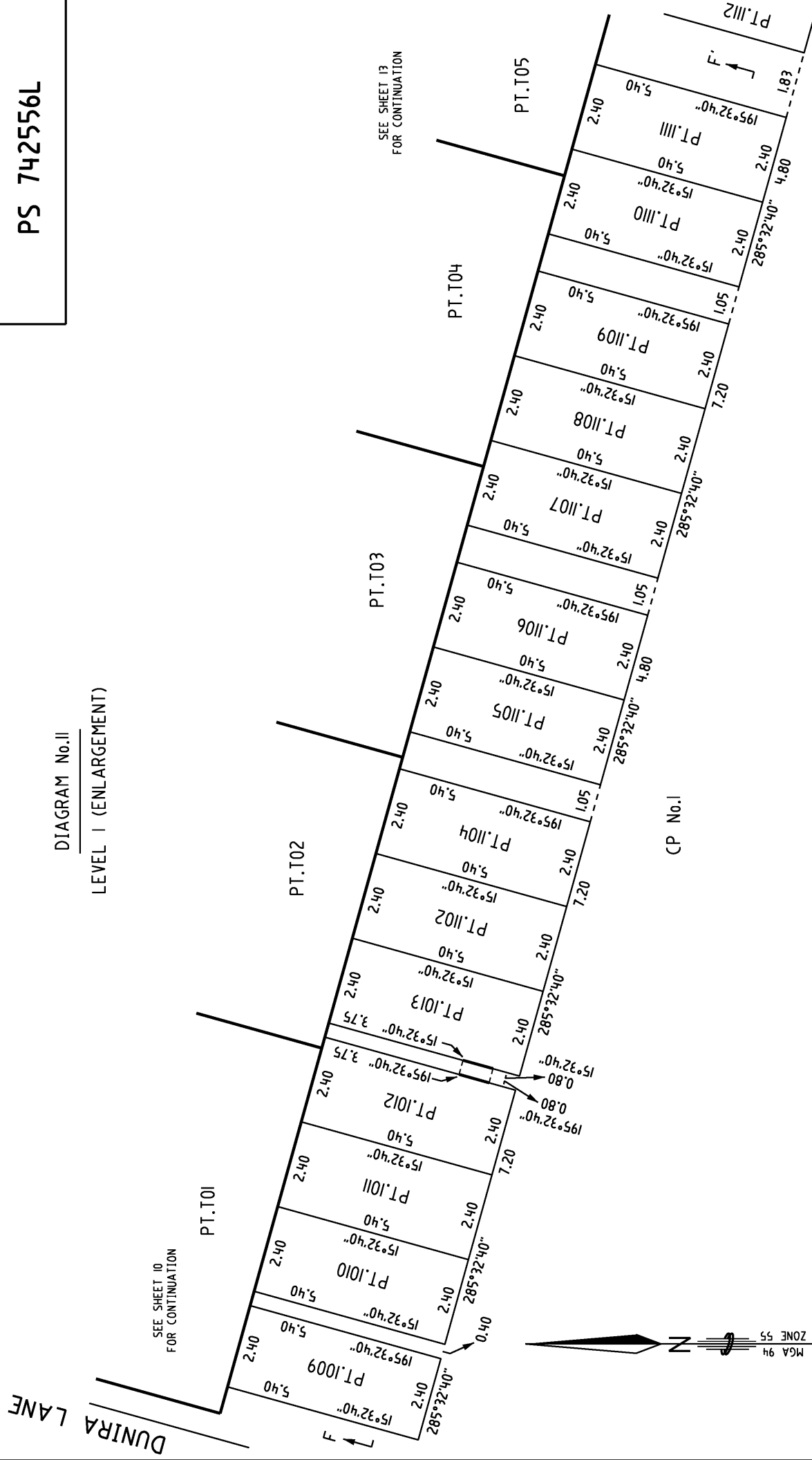
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DIAGRAM No. II

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LEVEL I (ENLARGEMENT)



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**SCALE**

1 0 1 2 3 4  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

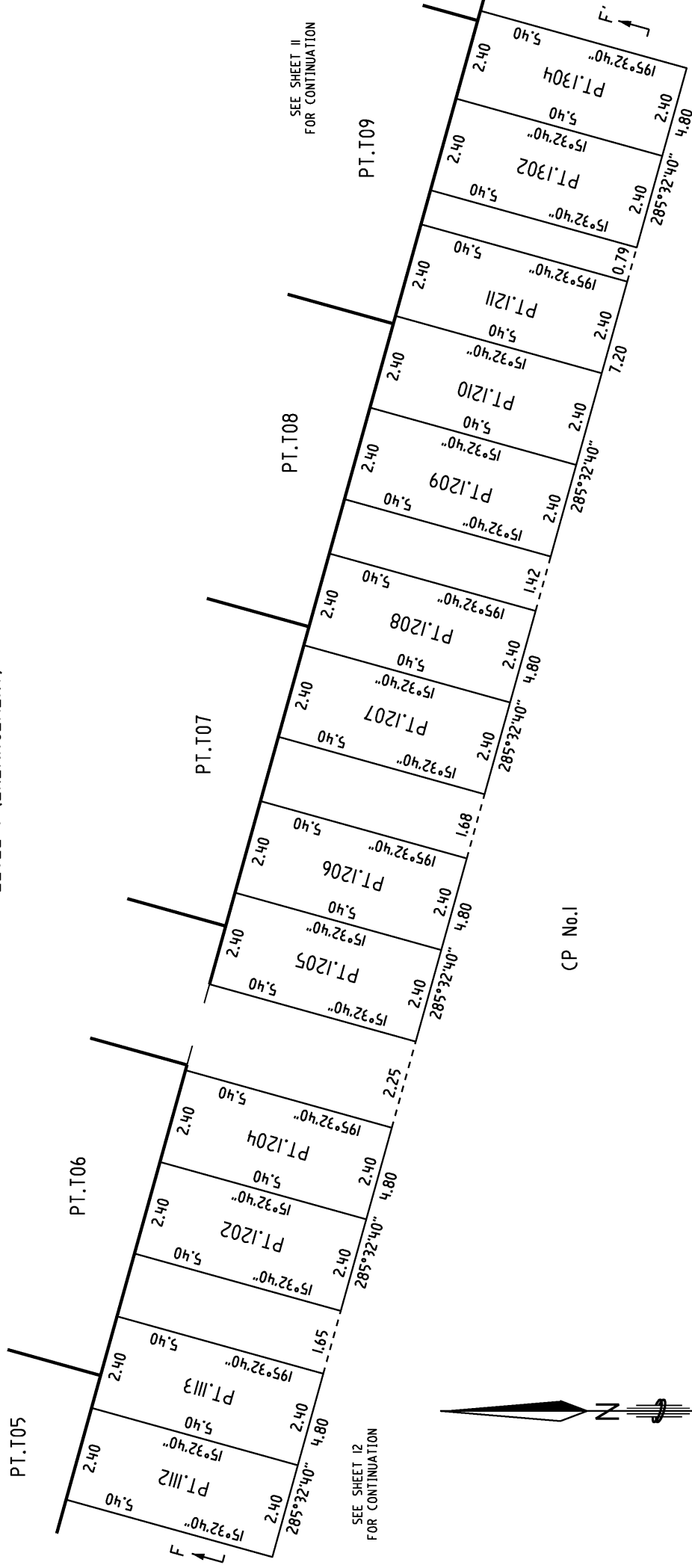
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DIAGRAM No.12  
LEVEL 1 (ENLARGEMENT)



MGA 94  
ZONE 55



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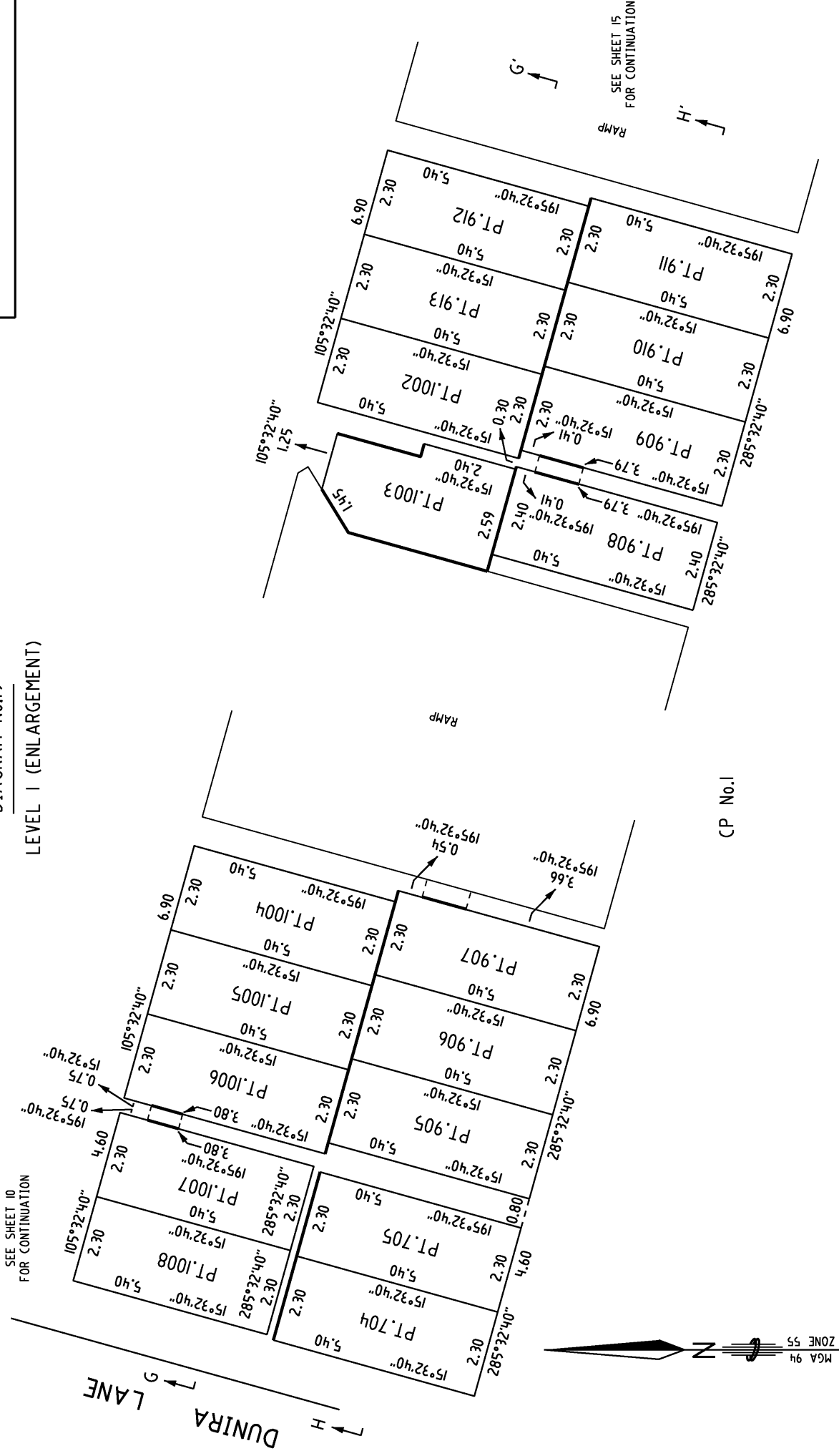
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Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (11), 23/11/2018, SPEAR Ref: S127793M									Digitally signed by: Melbourne City Council, 07/12/2018, SPEAR Ref: S127793M

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DIAGRAM No.13

LEVEL 1 (ENLARGEMENT)



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SHEET 14

ORIGINAL SHEET  
SIZE: A3

SCALE  
1:100

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LENGTHS ARE IN METRES

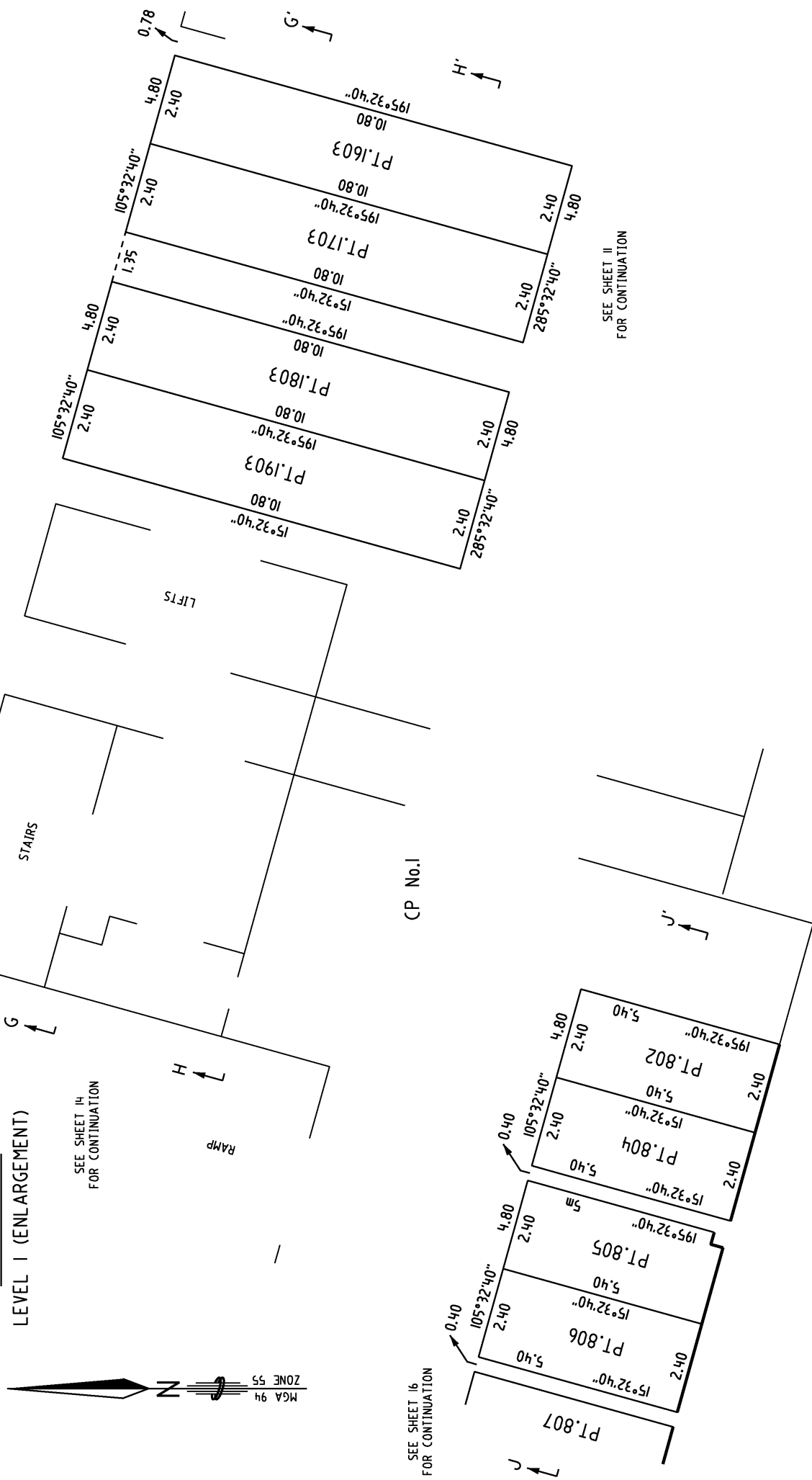
Digitally signed by: Timothy John Baird, Licensed Surveyor,  
Surveyor's Plan Version (11),  
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DIAGRAM No.14

LEVEL 1 (ENLARGEMENT)




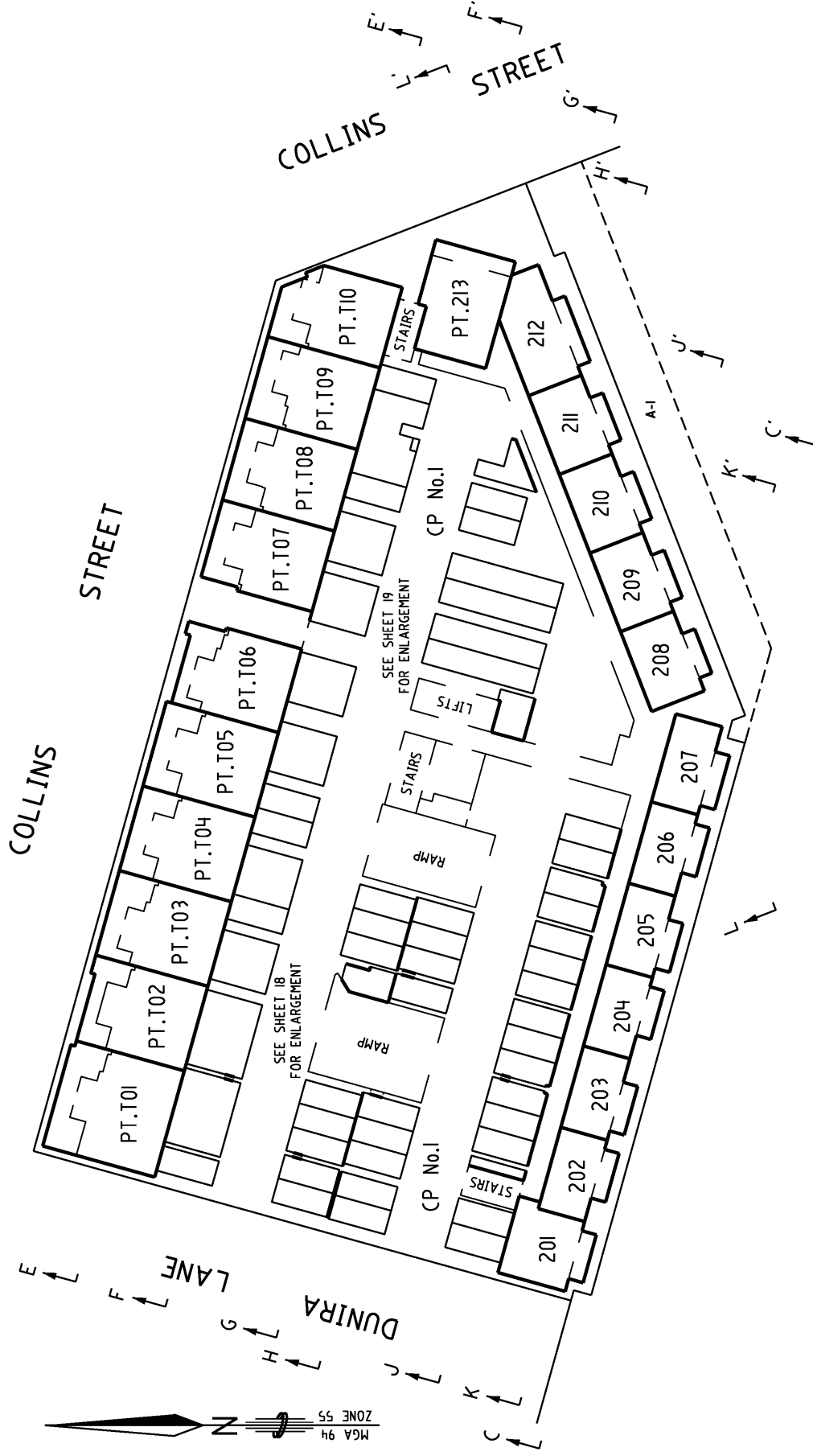
<div>MADIGAN</div> <div></div> <div>SURVEYING</div>		<div>96 MORANG ROAD HAWTHORN 3122</div> <div>PH. 9819 9599 FAX 9818 2322</div> <div>EMAIL surveyors@madigan.com.au</div>				<div>SCALE 1:100</div> <div>1 0 1 2 3 4 LENGTHS ARE IN METRES</div>		<div>Digitally signed by: Melbourne City Council, 07/12/2018, SPEAR Ref: S127793M</div>		<div>Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (11), 23/11/2018, SPEAR Ref: S127793M</div>		<div>ORIGINAL SHEET SIZE: A3</div>		<div>SHEET 15</div>	
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DIAGRAM No.16

LEVEL 2

PS 742556L



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SCALE  
1:400

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LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 17

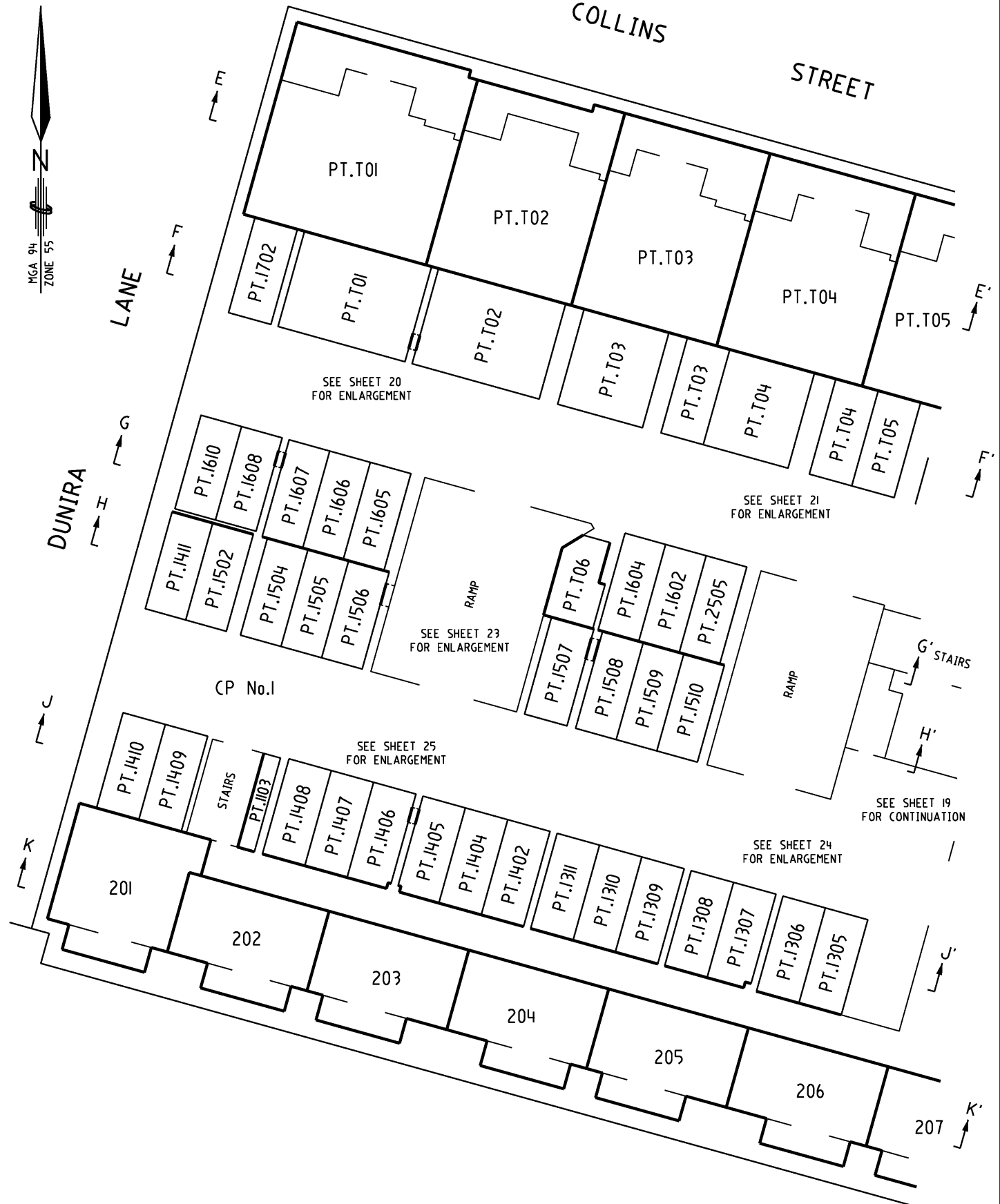
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DIAGRAM No.17

PS 742556L

LEVEL 2 (ENLARGEMENT)



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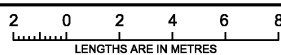
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SCALE  
1:200



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ORIGINAL SHEET  
SIZE: A3

SHEET 18

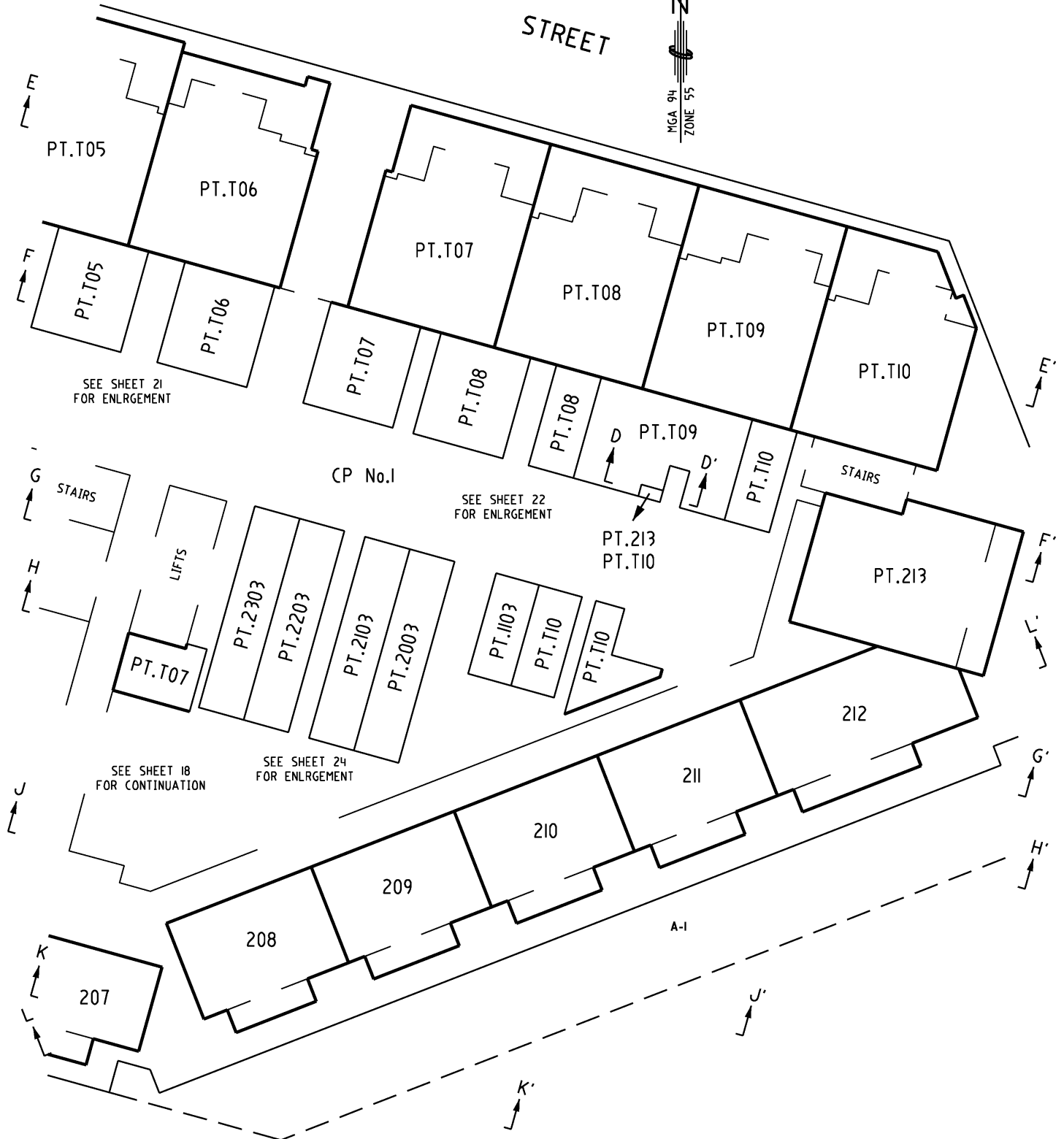
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SPEAR Ref: S127793M

DIAGRAM No.I8

LEVEL 2 (ENLARGEMENT)

PS 742556L

COLLINS  
STREET



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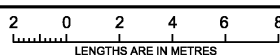
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SCALE  
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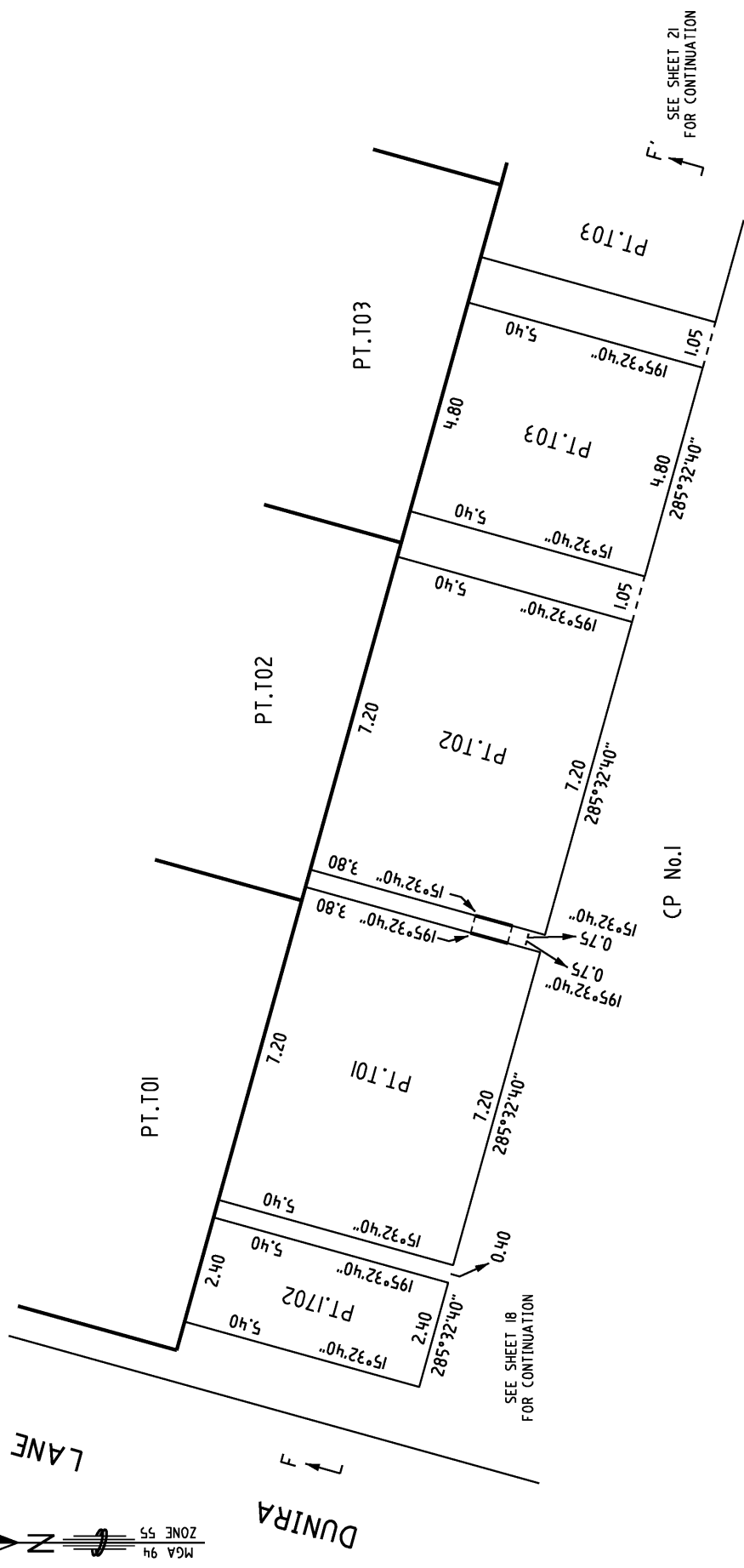
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SHEET 19

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DIAGRAM No.19  
LEVEL 2 (ENLARGEMENT)

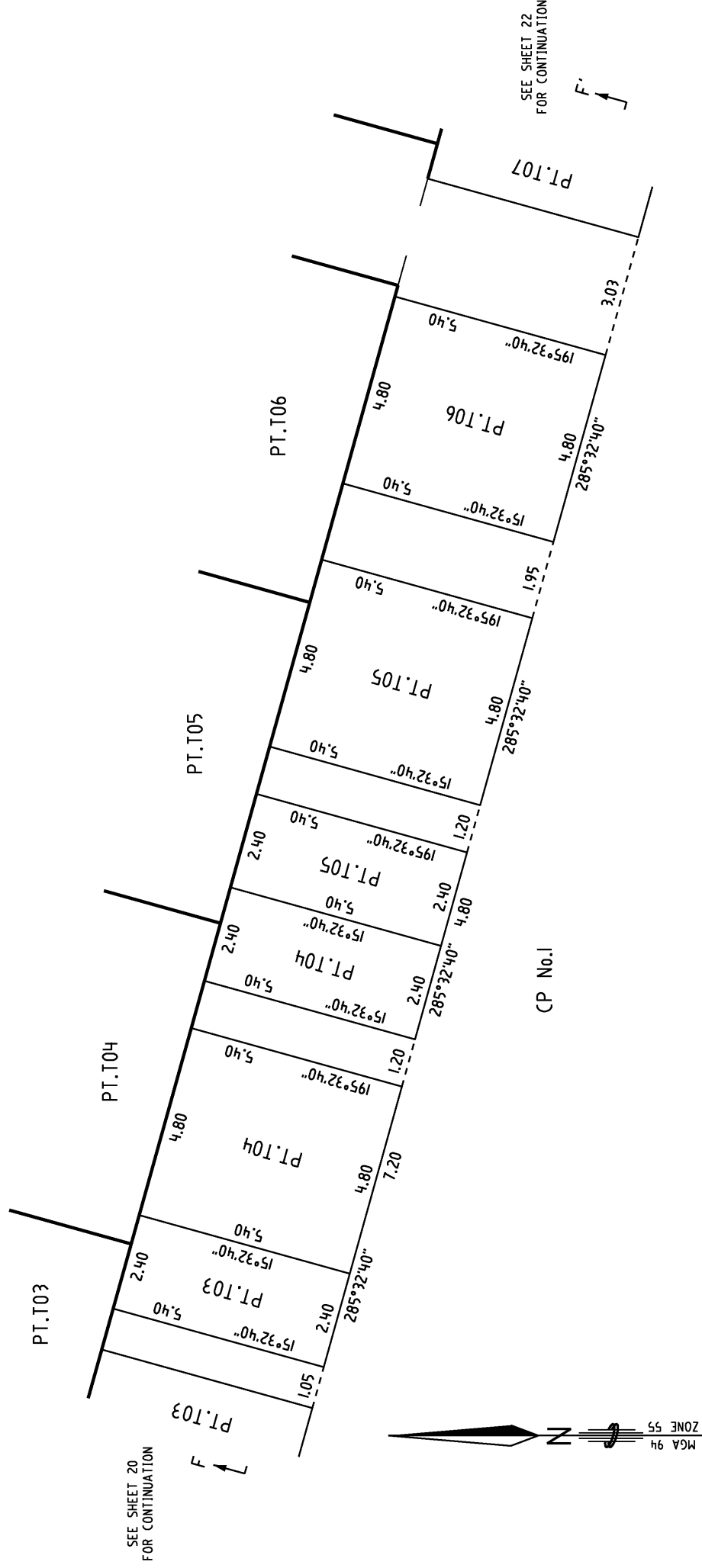


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CP No.1		SEE SHEET 18 FOR CONTINUATION		SEE SHEET 21 FOR CONTINUATION					



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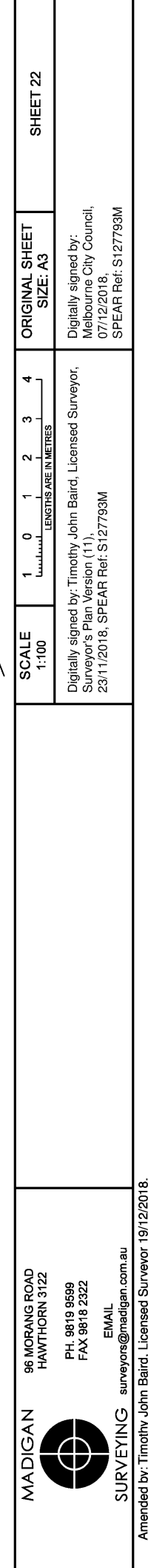
DIAGRAM No.20  
LEVEL 2 (ENLARGEMENT)



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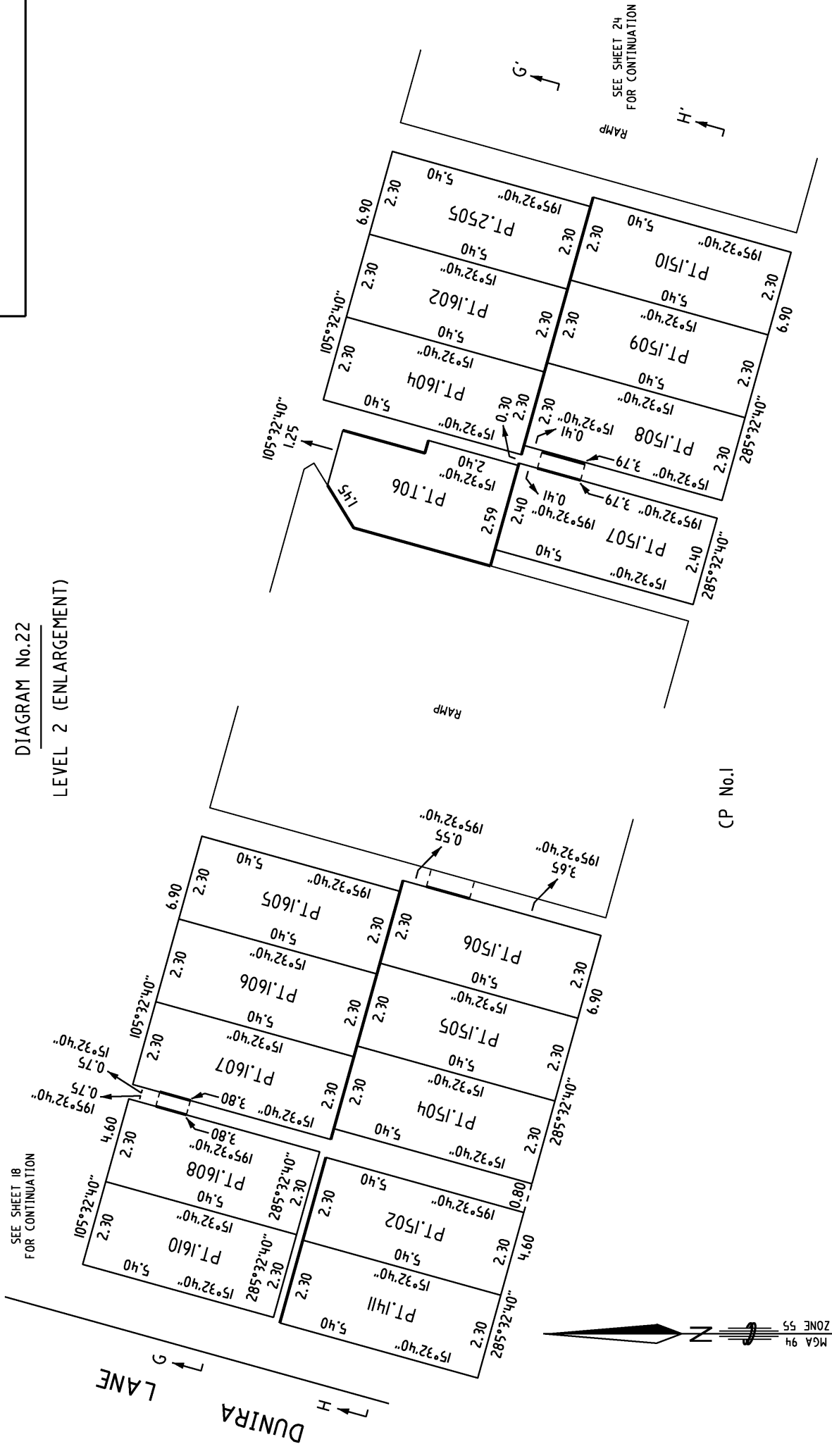
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PS 742556L

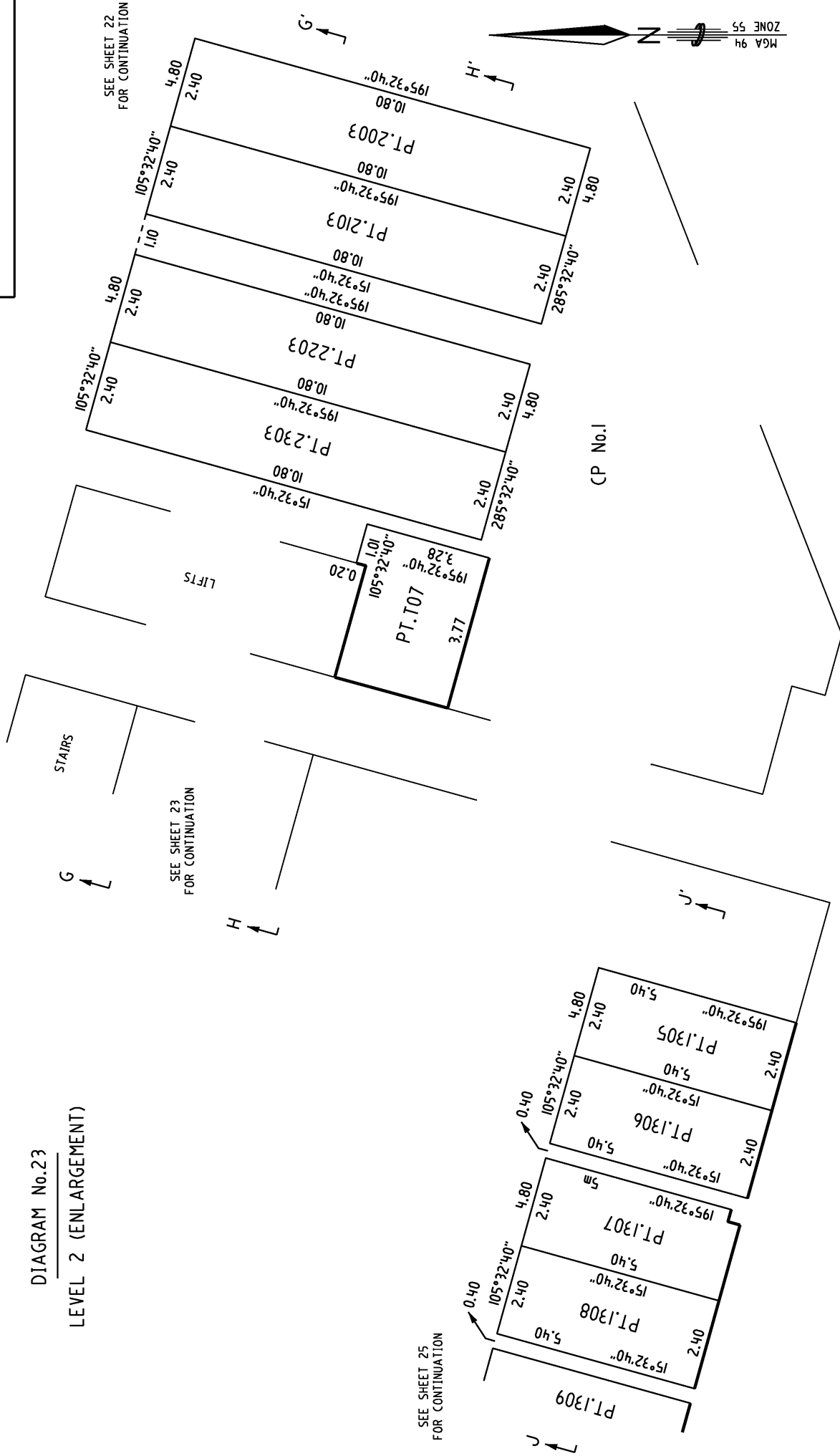
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Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.		EMAIL surveyors@madigan.com.au		Digitally signed by: Melbourne City Council, 07/12/2018, SPEAR Ref: S127793M	
SCALE 1:100		1 0 1 2 3 4 LENGTHS ARE IN METRES		Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (11), 23/11/2018, SPEAR Ref: S127793M	

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DIAGRAM No.23  
LEVEL 2 (ENLARGEMENT)

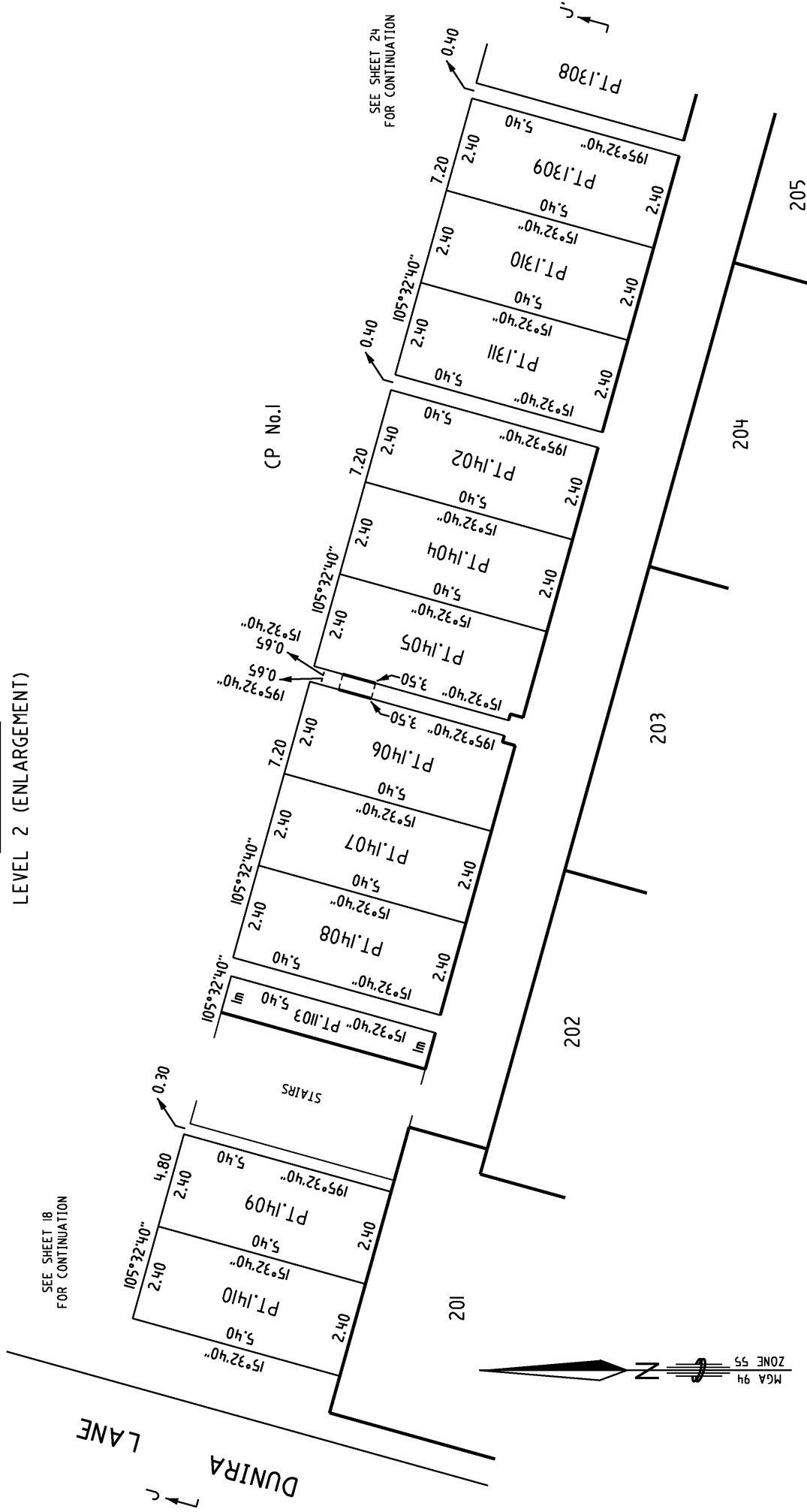


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SURVEYING		96 MORANG ROAD HAWTHORN 3122		PH. 9819 9599 FAX 9818 2322		EMAIL surveyors@madigan.com.au		Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.	
SCALE 1:100		1 0 1 2 3 4 LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE: A3		SHEET 24		Digitally signed by: Melbourne City Council, 07/12/2018, SPEAR Ref: S127793M	
SEE SHEET 22 FOR CONTINUATION		SEE SHEET 23 FOR CONTINUATION		SEE SHEET 25 FOR CONTINUATION		SEE SHEET 26 FOR CONTINUATION		SEE SHEET 27 FOR CONTINUATION	

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DIAGRAM No.24

LEVEL 2 (ENLARGEMENT)



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SCALE  
1:100

1 0 1 2 3 4  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 25

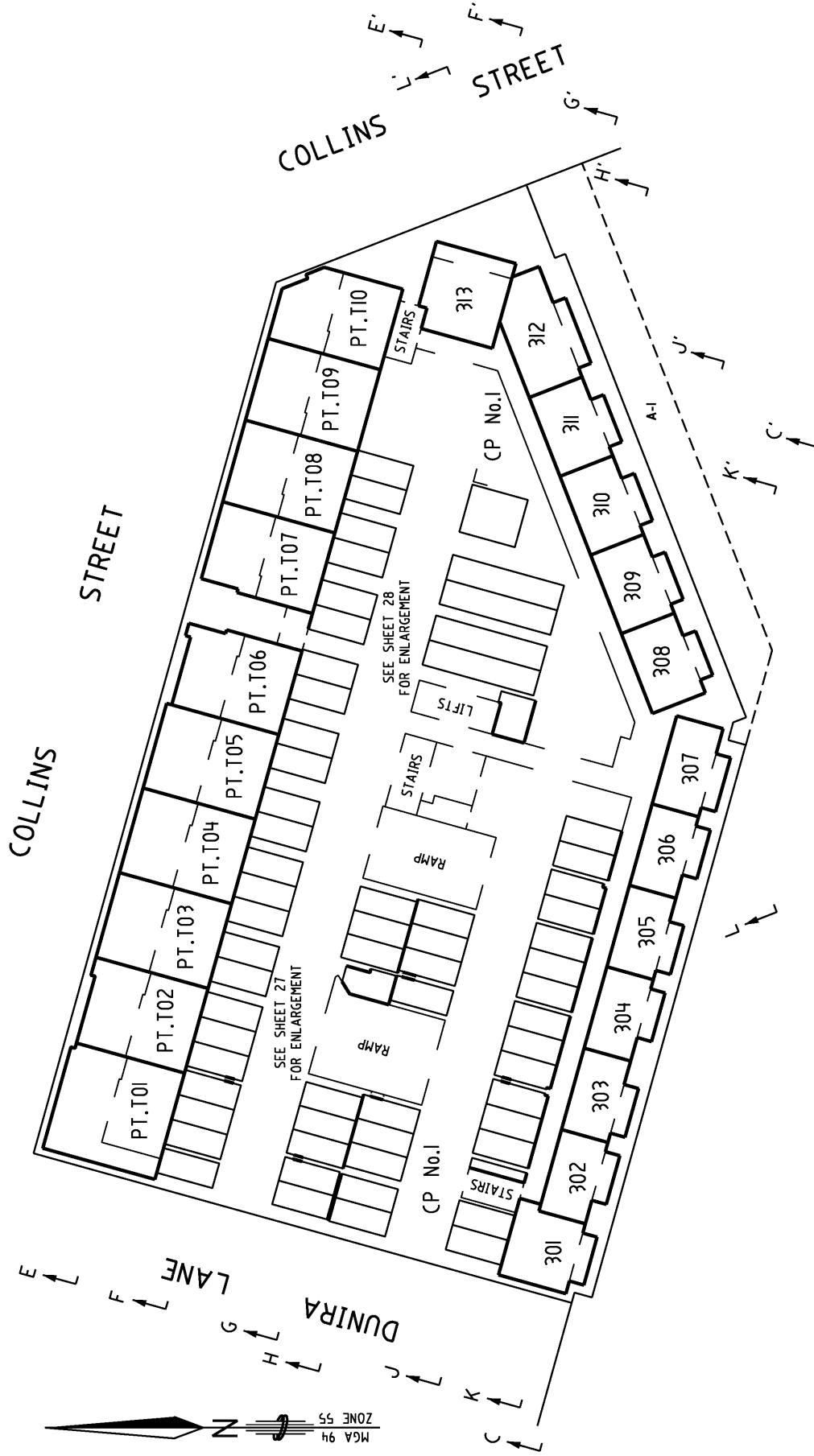
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DIAGRAM No.25

LEVEL 3

PS 742556L



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96 MORANG ROAD  
HAWTHORN 3122

PH 9819 9599  
FAX 9818 2322

SURVEYING [surveyors@madigan.com.au](mailto:surveyors@madigan.com.au)  
EMAIL



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SCALE  
1:400

4 0 4 8 12 16  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 26

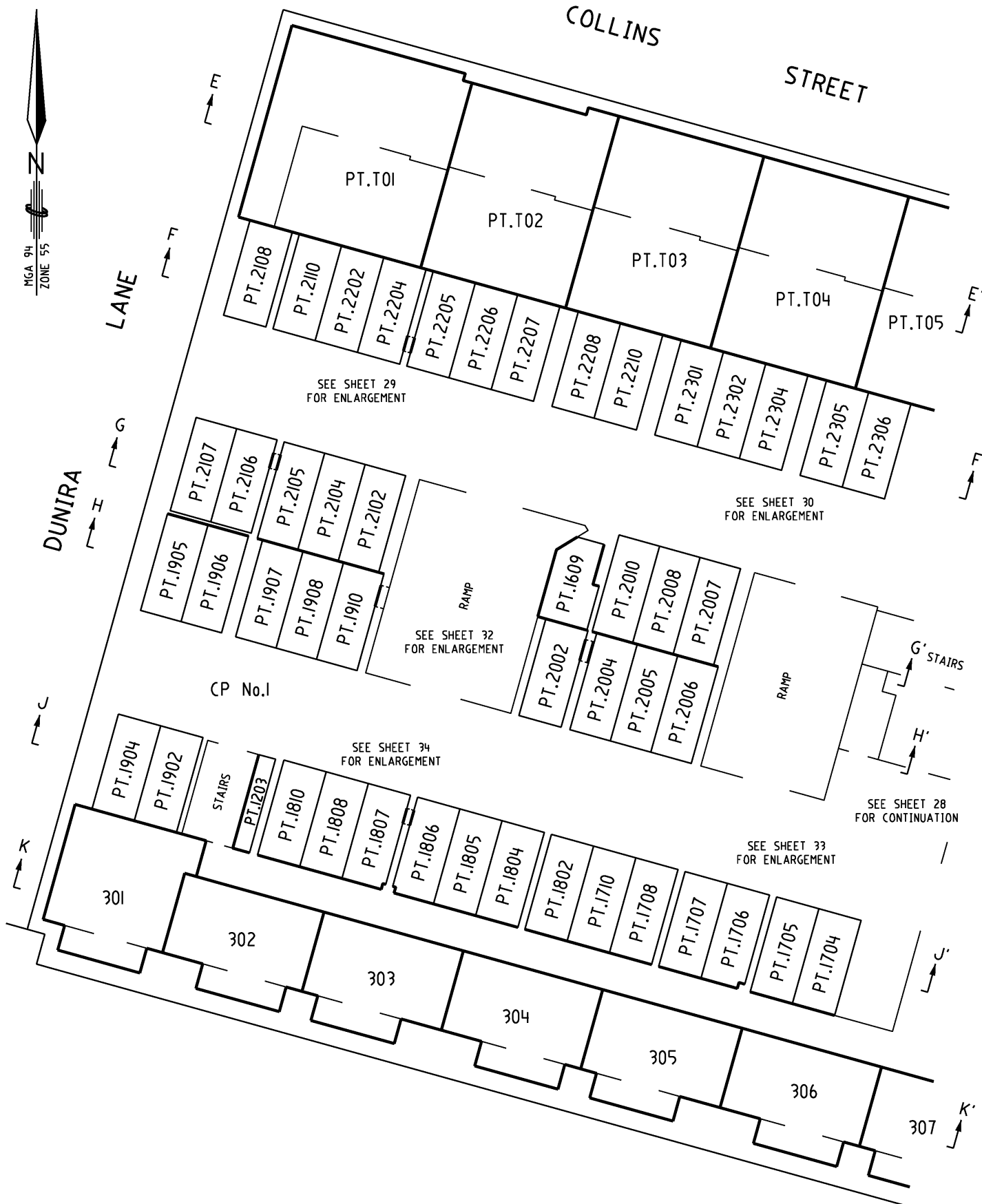
Digitally signed by: Timothy John Baird, Licensed Surveyor,  
Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

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DIAGRAM No.26

PS 742556L

LEVEL 3 (ENLARGEMENT)



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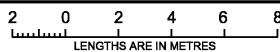
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SCALE  
1:200



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ORIGINAL SHEET  
SIZE: A3

SHEET 27

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DIAGRAM No.27

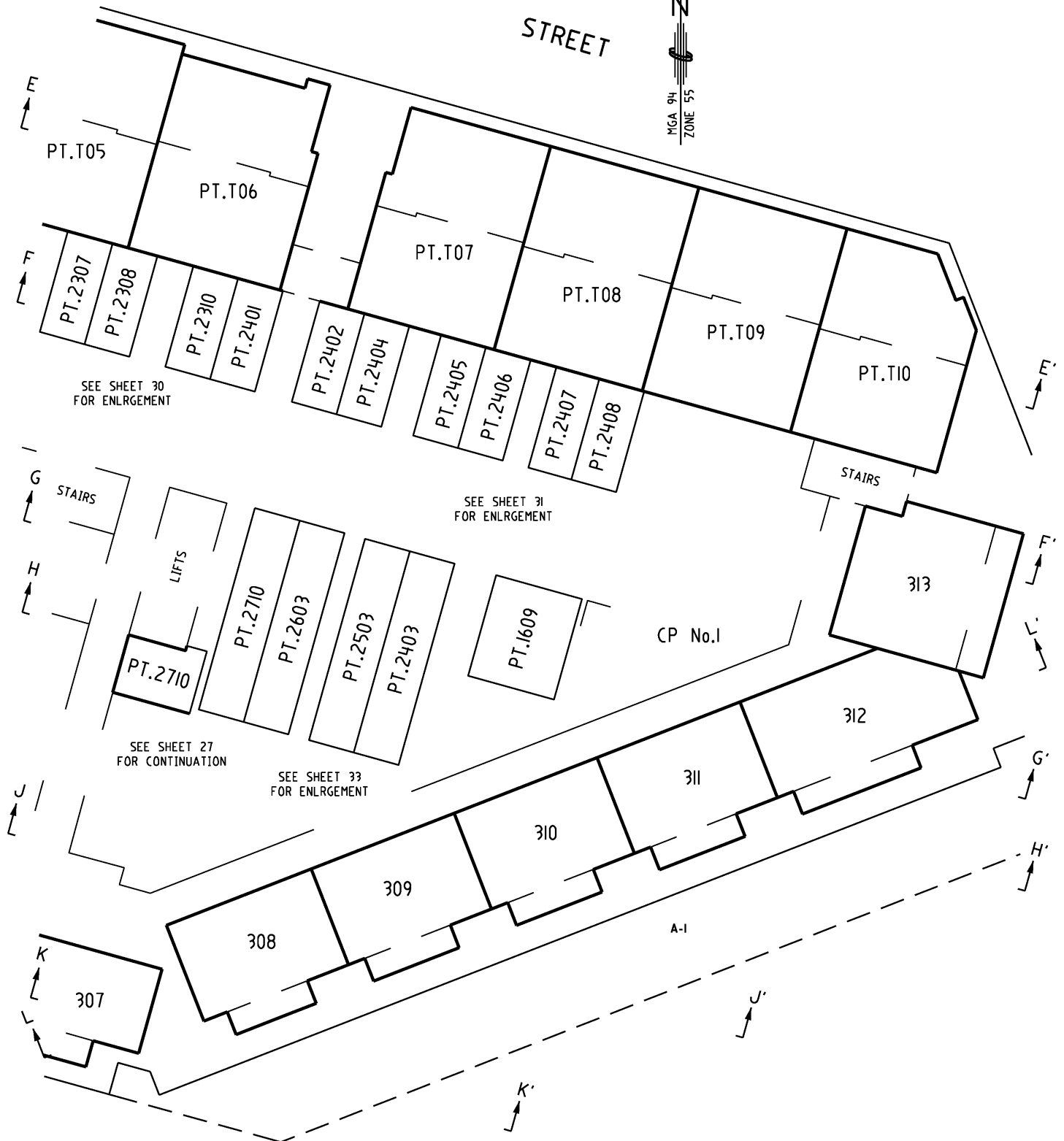
LEVEL 3 (ENLARGEMENT)

PS 742556L

COLLINS

STREET

MGA 94  
ZONE 55



MADIGAN



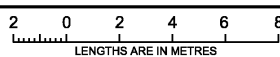
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SCALE  
1:200



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ORIGINAL SHEET  
SIZE: A3

SHEET 28

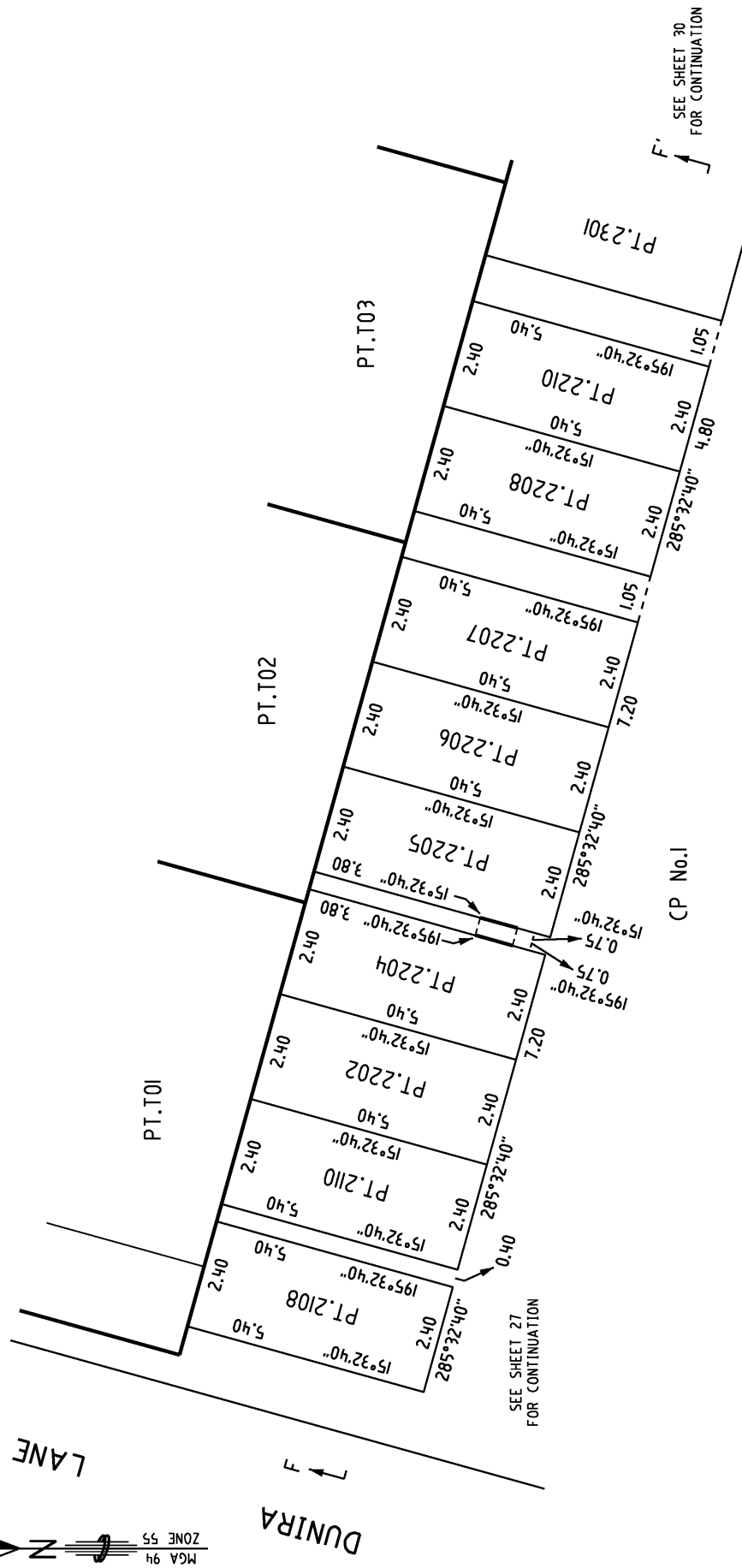
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SPEAR Ref: S127793M



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DIAGRAM No.28

LEVEL 3 (ENLARGEMENT)



F. SEE SHEET 30  
FOR CONTINUATION

SEE SHEET 27  
FOR CONTINUATION

CP No.1

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ORIGINAL SHEET SIZE: A3	SHEET 29
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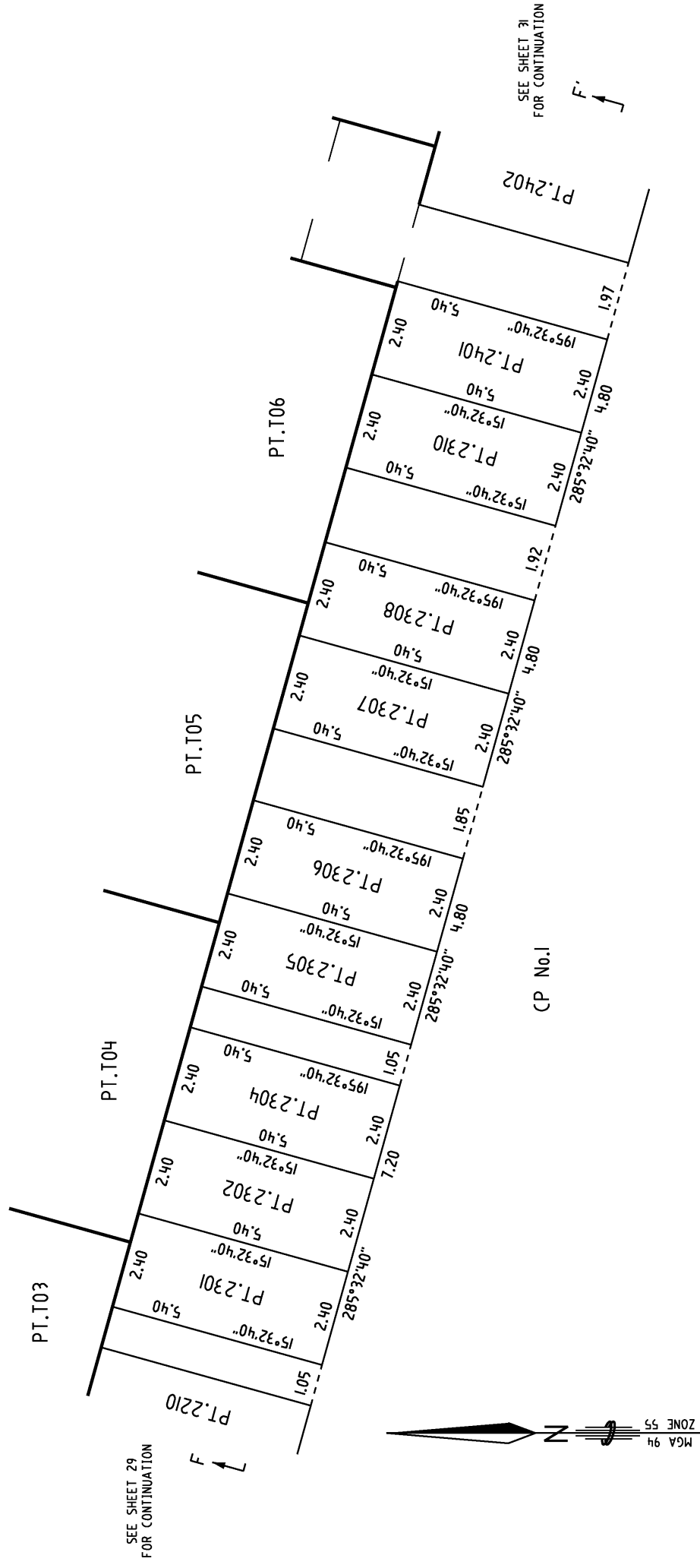
Digitally signed by: Timothy John Baird, Licensed Surveyor,  
Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

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SPEAR Ref: S127793M

PS 742556L

DIAGRAM No.29

LEVEL 3 (ENLARGEMENT)



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SPEAR Ref: S127793M

**SCALE**

1  
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1  
2  
3  
4

LENGTHS ARE IN METRES

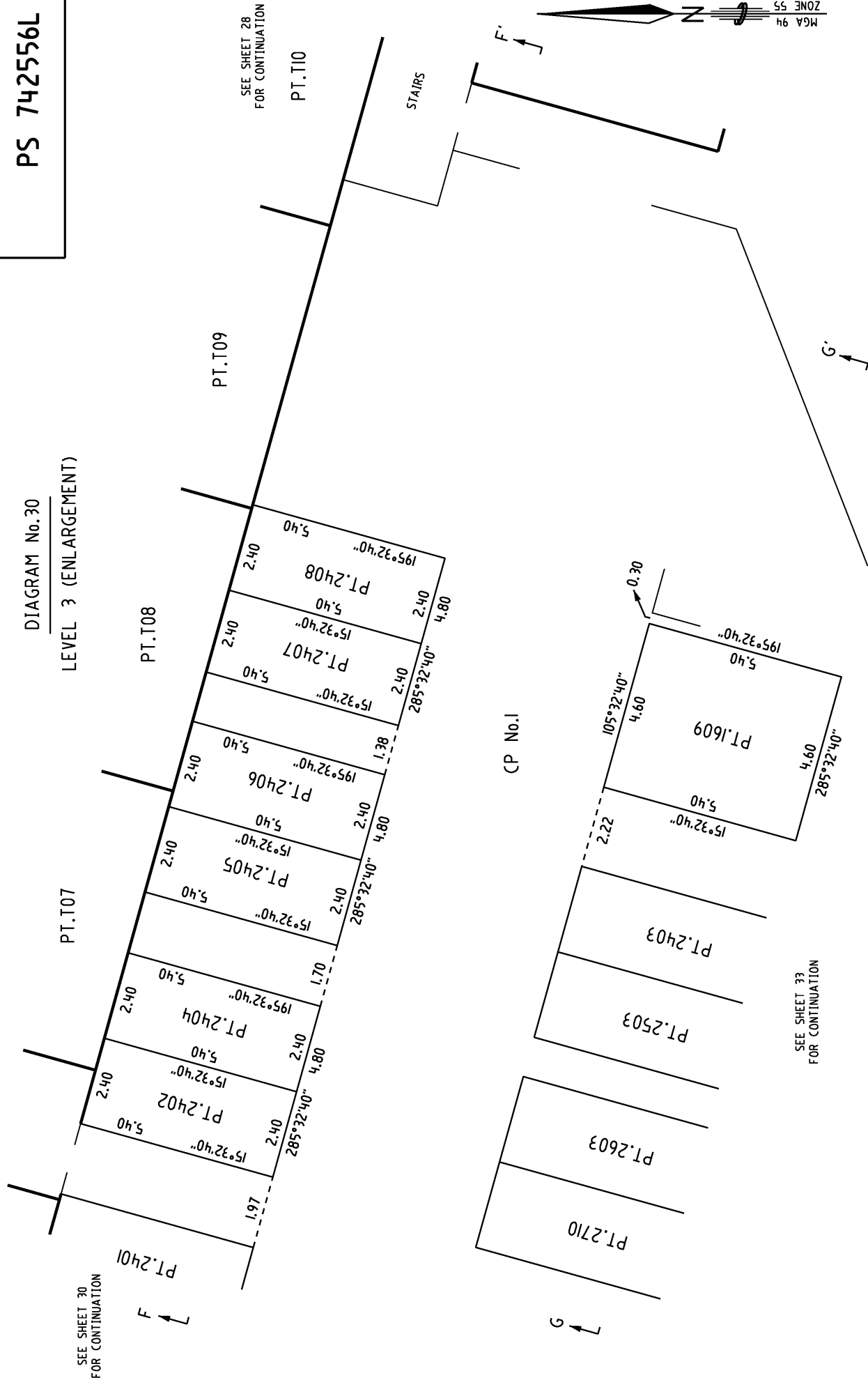
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SIZE: A3

SHEET 30

PS 742556L

DIAGRAM No. 30

### LEVEL 3 (ENLARGEMENT)



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SCALE

ORIGINAL SHEET  
SIZE: A3

**SHEET 31**

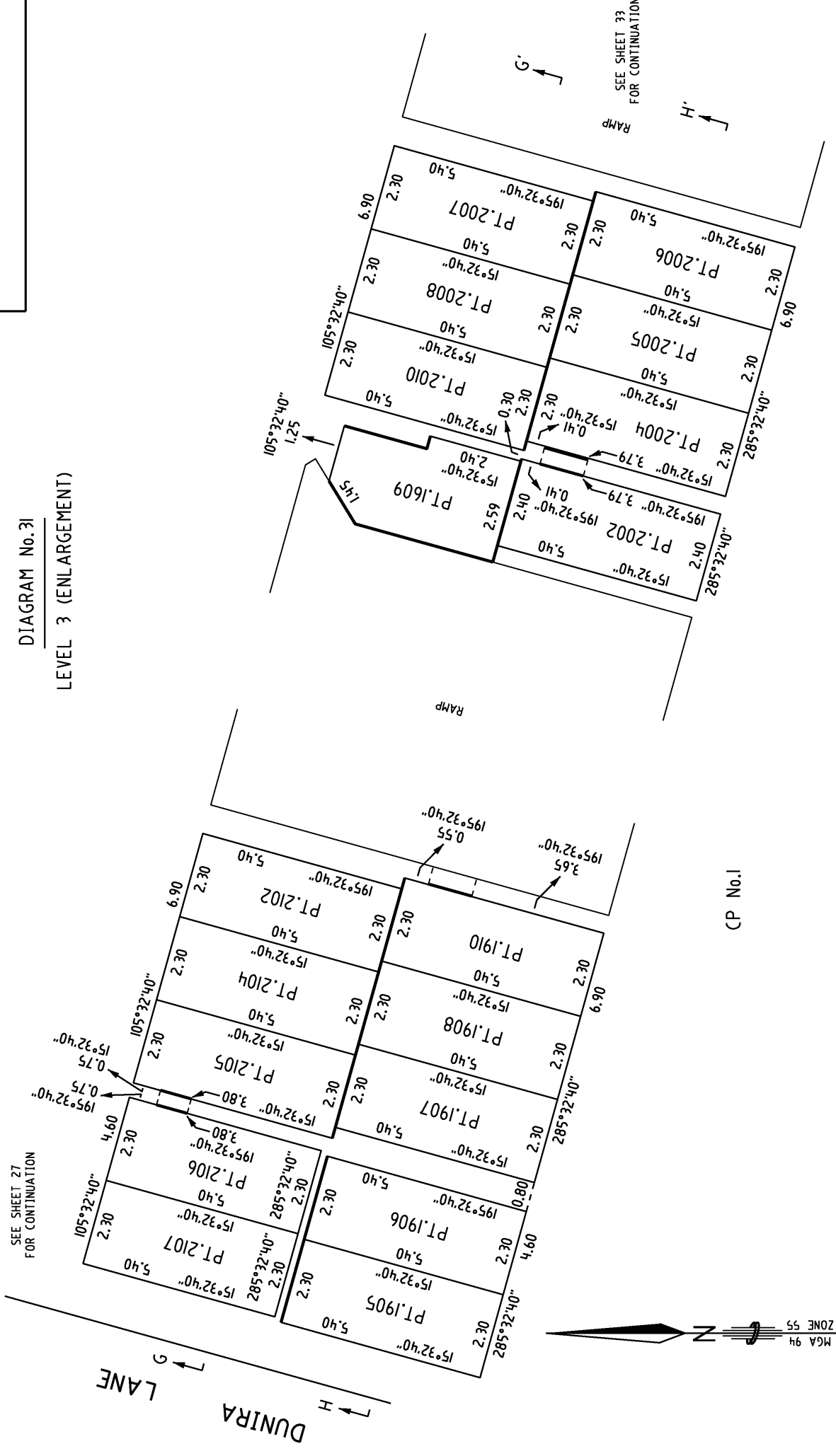
Digitally signed by: Timothy John Baird, Licensed Surveyor,  
Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

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PS 742556L

DIAGRAM No.31

LEVEL 3 (ENLARGEMENT)



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SPEAR Ref: S127793M

SCALE  
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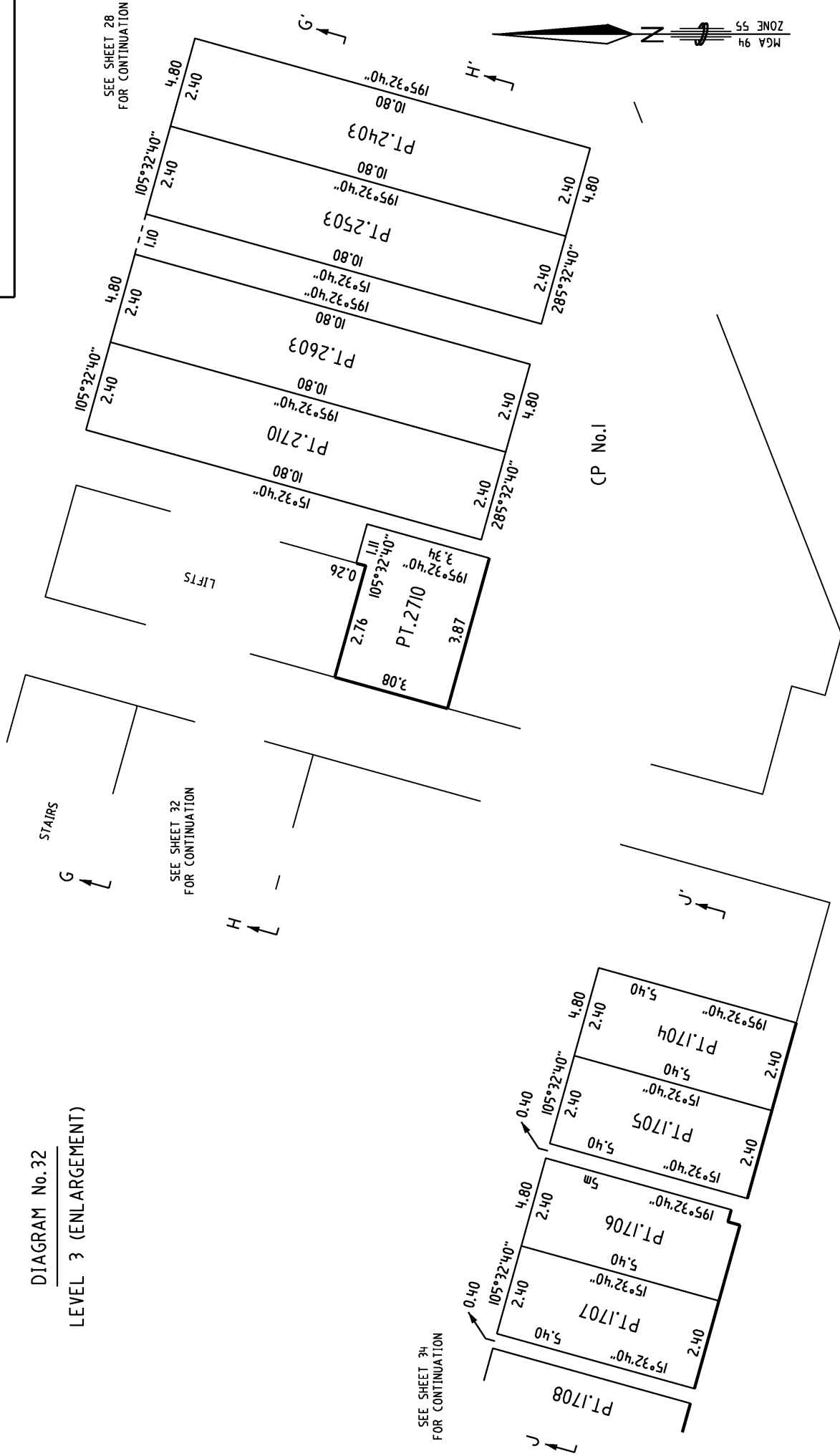
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LENGTHS ARE IN METRES

ORIGINAL SHEET  
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SHEET 32

PS 742556L

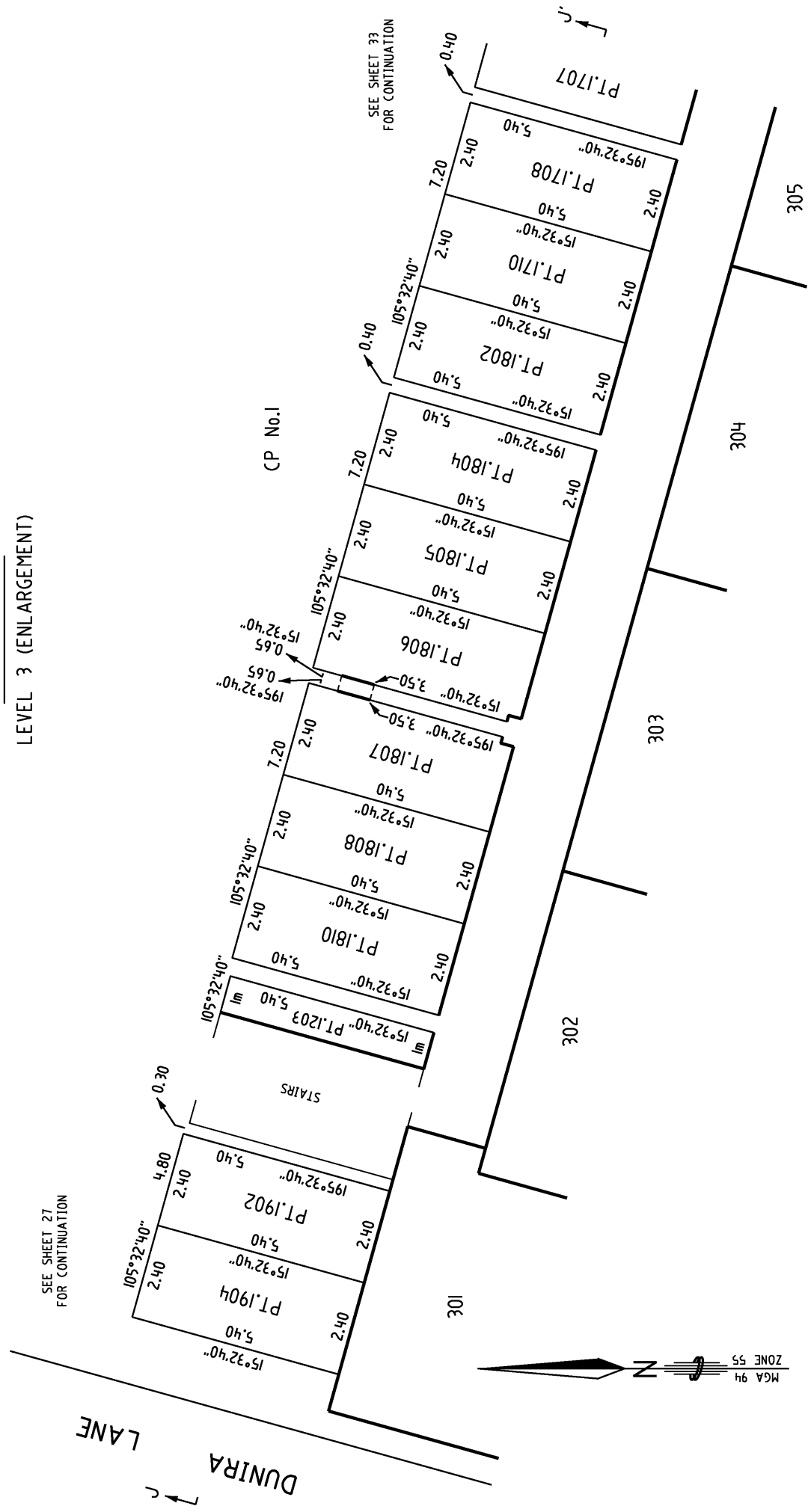
DIAGRAM No.32  
LEVEL 3 (ENLARGEMENT)




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SURVEYING		96 MORANG ROAD HAWTHORN 3122		PH. 9819 9599 FAX 9818 2322		EMAIL surveyors@madigan.com.au		Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.	
SCALE 1:100		1 0 1 2 3 4 LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE: A3		SHEET 33		Digitally signed by: Melbourne City Council, 07/12/2018, SPEAR Ref: S127793M	
SEE SHEET 28 FOR CONTINUATION		SEE SHEET 32 FOR CONTINUATION		SEE SHEET 34 FOR CONTINUATION		SEE SHEET 28 FOR CONTINUATION		SEE SHEET 32 FOR CONTINUATION	

PS 742556L

DIAGRAM No.33  
LEVEL 3 (ENLARGEMENT)



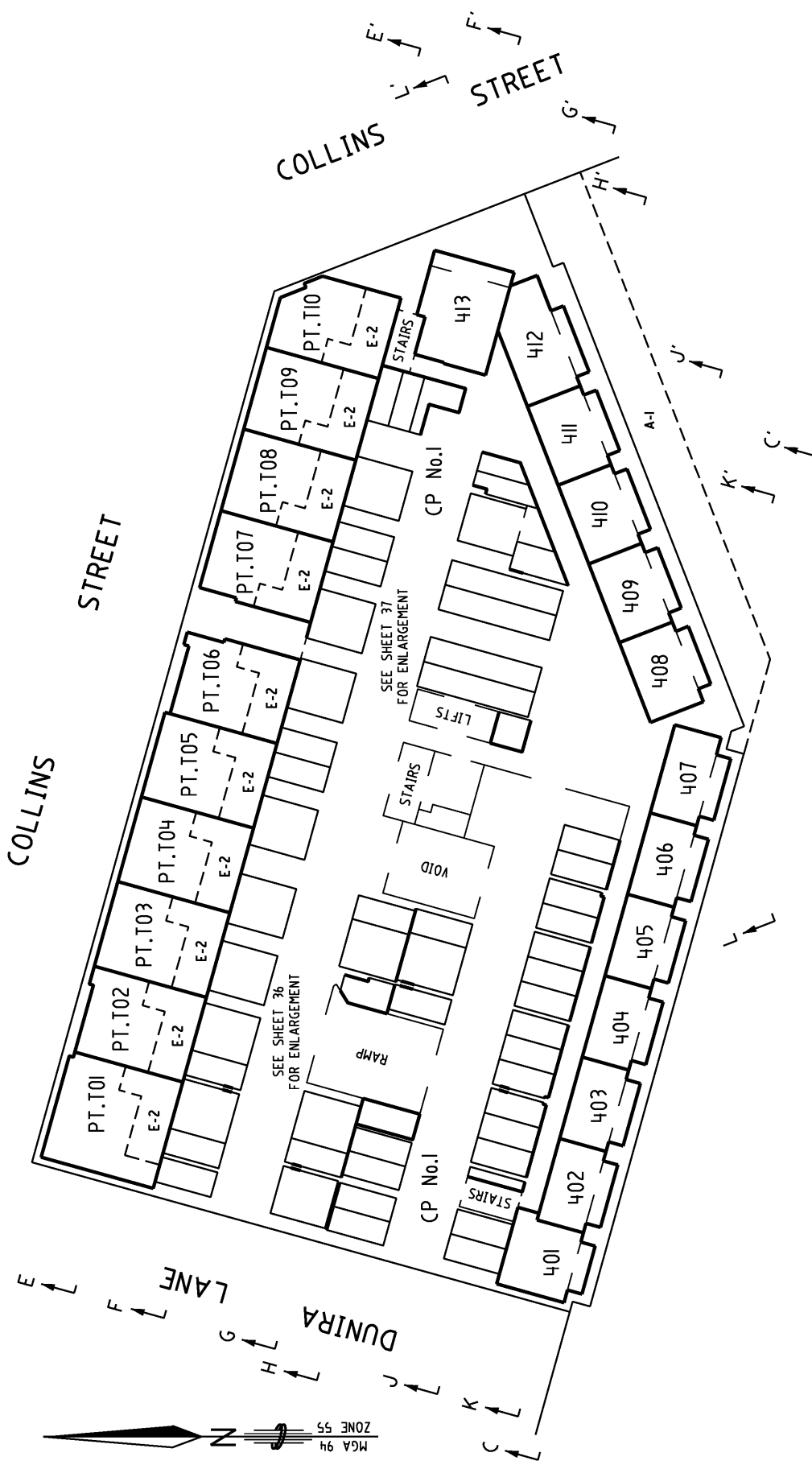
<b>MADIGAN</b> 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au					SHEET 34			
	Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.				ORIGINAL SHEET SIZE: A3			

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DIAGRAM No.34

LEVEL 4

PS 742556L



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SCALE  
1:400

4 0 4 8 12 16  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 35

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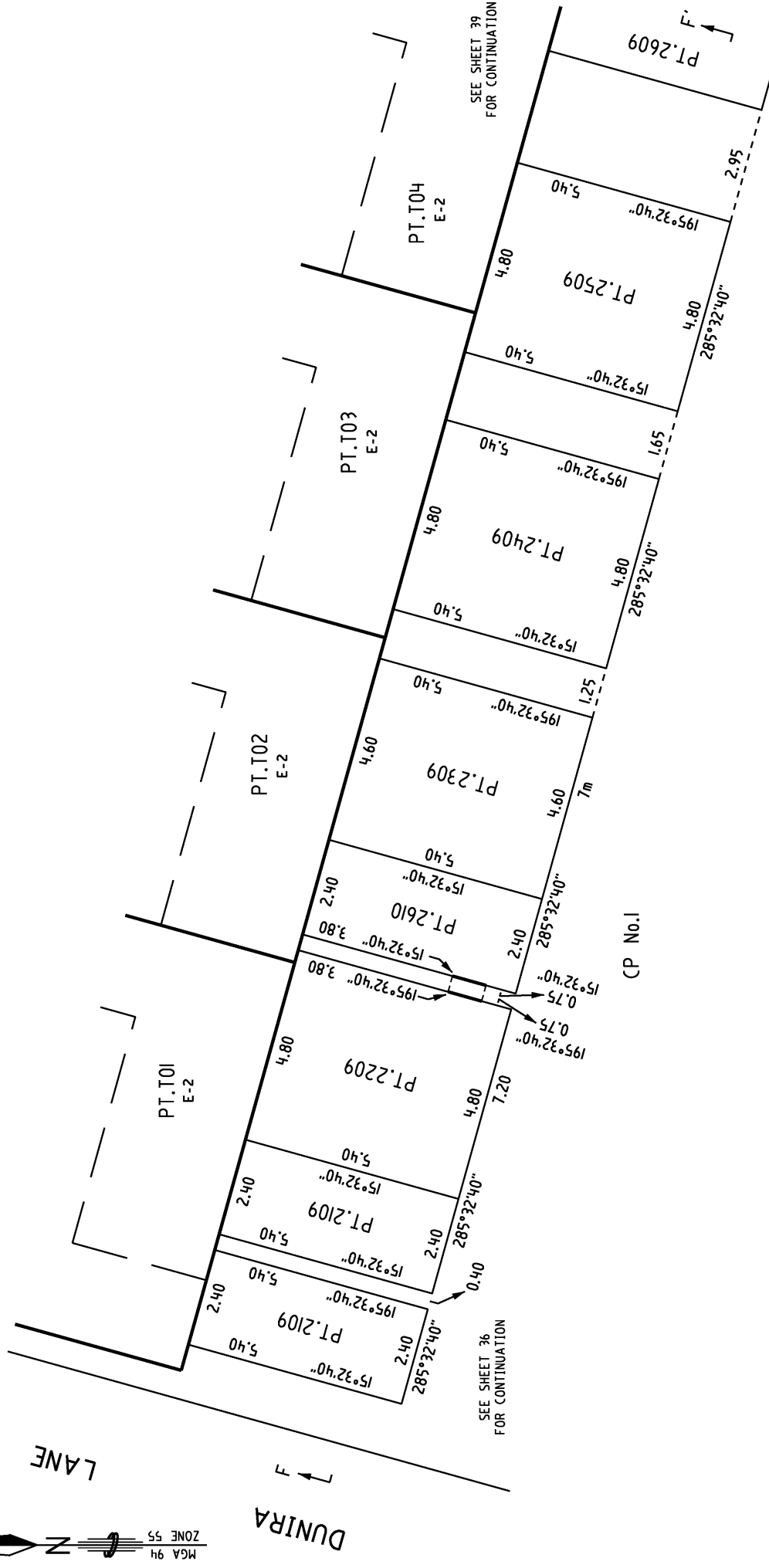


PS 742556L

DIAGRAM No.37

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LEVEL 4 (ENLARGEMENT)



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SCALE

LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

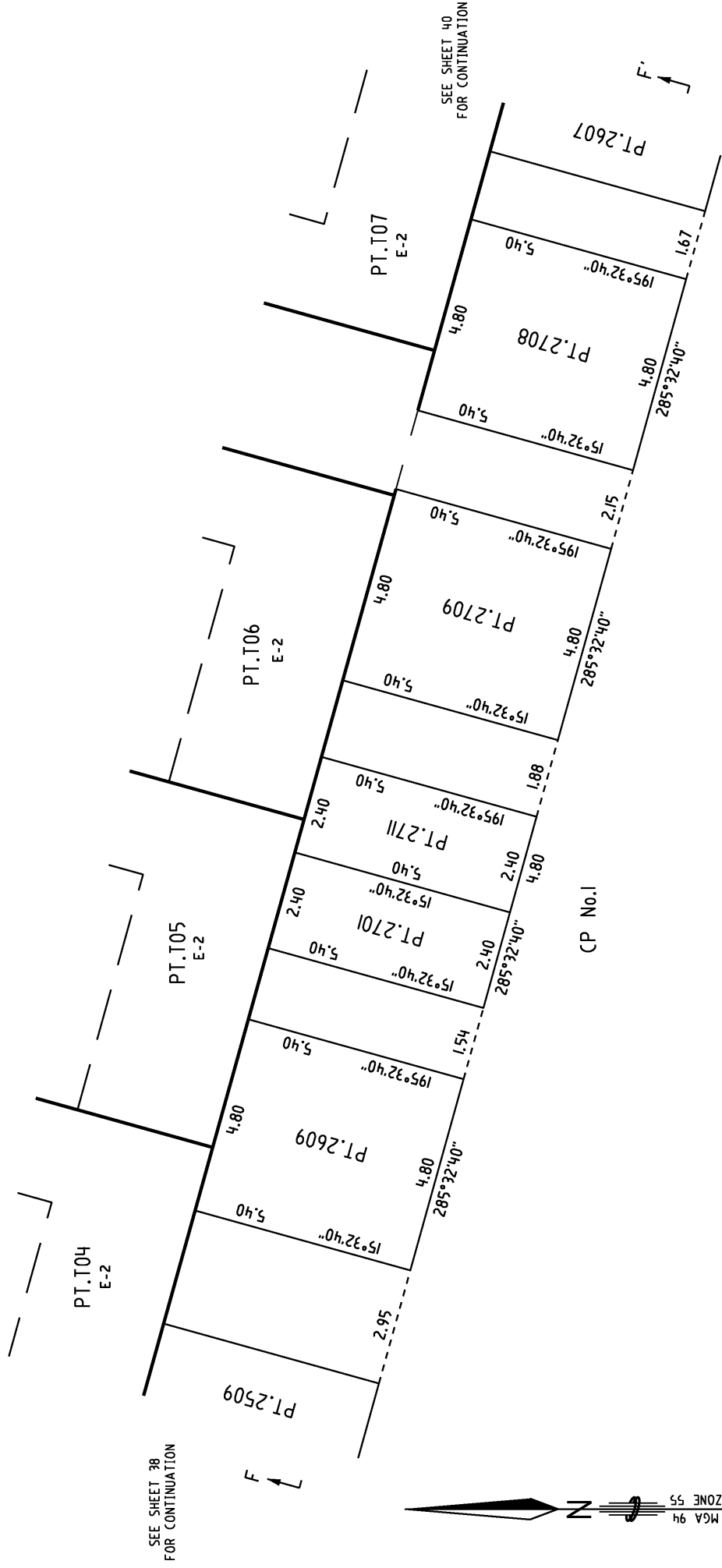
**SHEET 38**

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DIAGRAM No.38  
LEVEL 4 (ENLARGEMENT)



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SPEAR Ref: S127793M

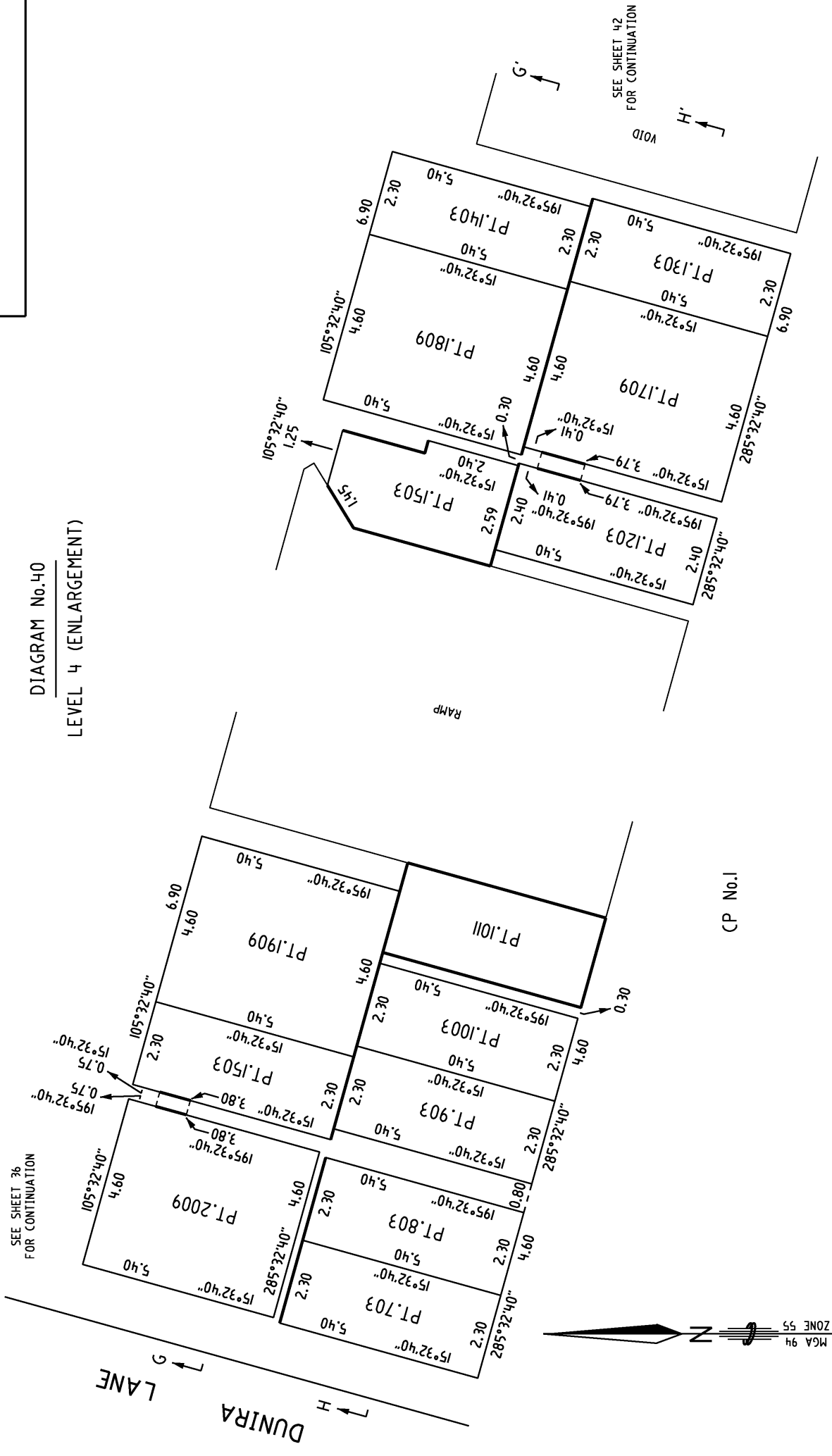
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SHEET 39



PS 742556L

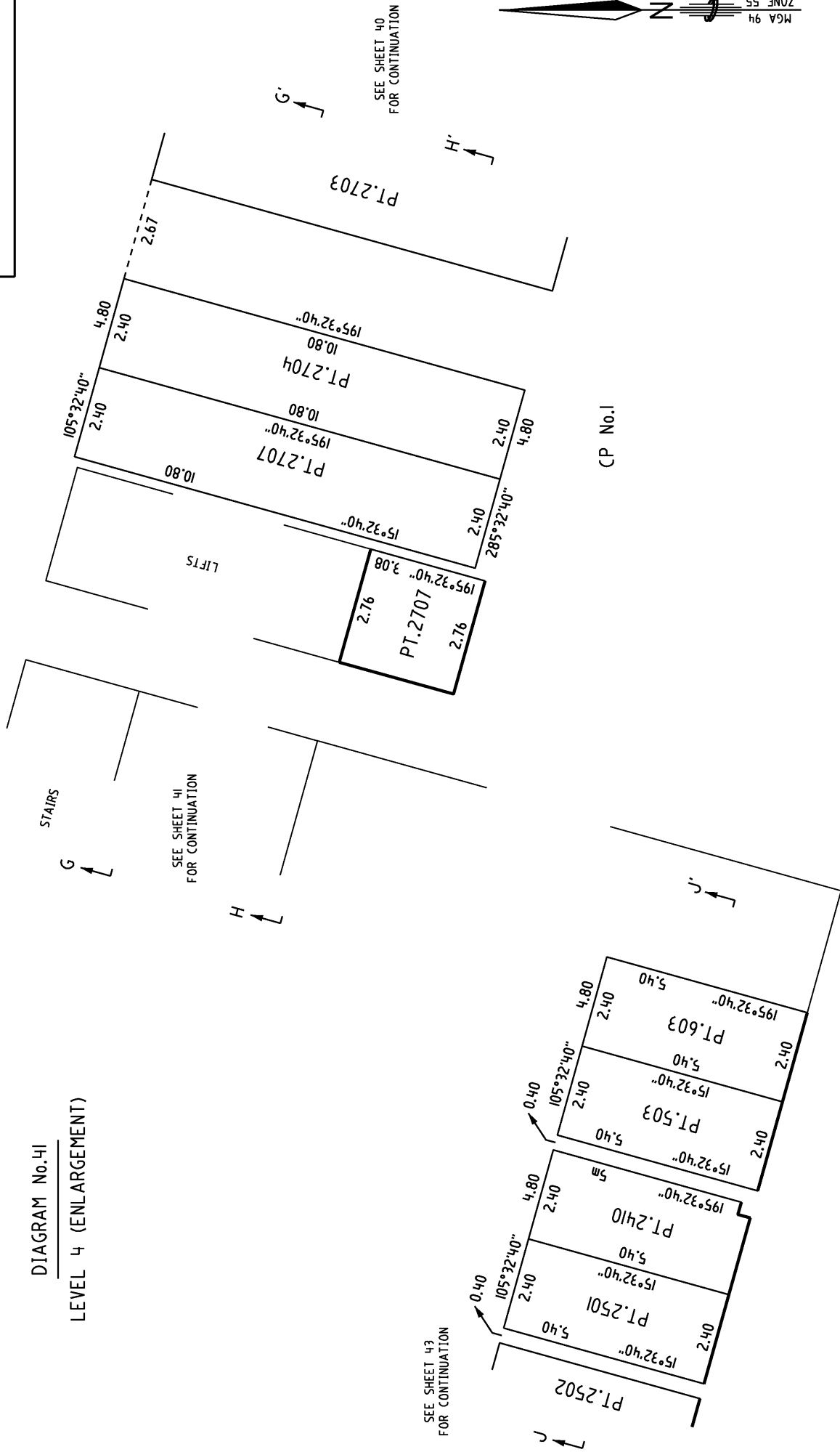
DIAGRAM No.40  
LEVEL 4 (ENLARGEMENT)




MADIGAN  SURVEYING	96 MORANG ROAD HAWTHORN 3122  PH. 9819 9599 FAX 9818 2322  EMAIL surveyors@madigan.com.au	SCALE 1:100 1 0 1 2 3 4 LENGTHS ARE IN METRES					ORIGINAL SHEET SIZE: A3	SHEET 41
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PS 742556L

DIAGRAM No.41  
LEVEL 4 (ENLARGEMENT)

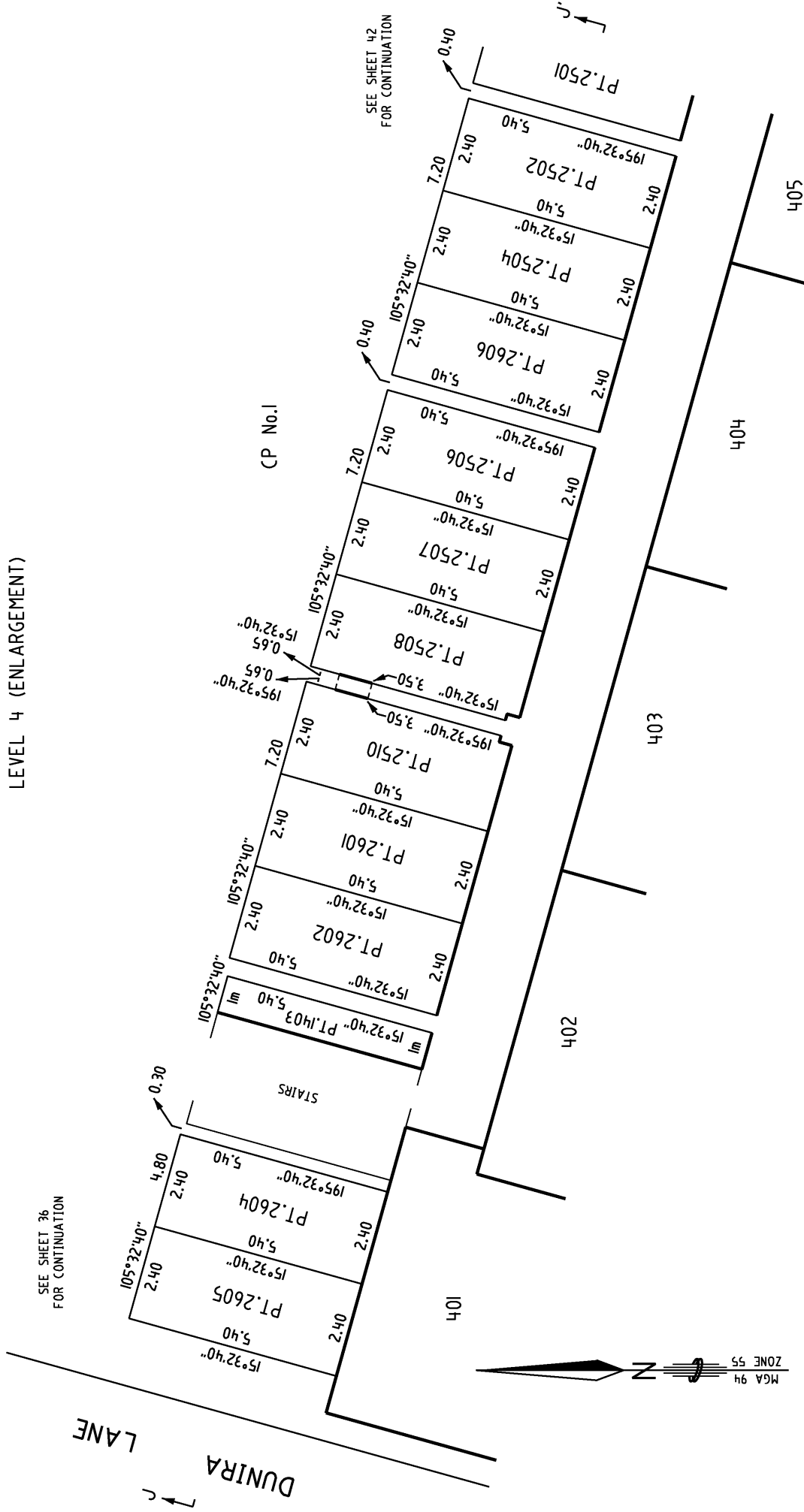


MADIGAN  SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au		Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.	
Scale 1:100 1 0 1 2 3 4 LENGTHS ARE IN METRES		DIGITALLY SIGNED BY: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (11), 23/11/2018, SPEAR Ref: S127793M	
ORIGINAL SHEET SIZE: A3		DIGITALLY SIGNED BY: Melbourne City Council, 07/12/2018, SPEAR Ref: S127793M	
SHEET 42			

PS 742556L

DIAGRAM No.42

LEVEL 4 (ENLARGEMENT)



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FAX 9818 2322

EMAIL

[surveyors@madigan.com.au](mailto:surveyors@madigan.com.au)

SHEET 43

ORIGINAL SHEET  
SIZE: A3

SCALE  
1:100

1 0 1 2 3 4  
LENGTHS ARE IN METRES

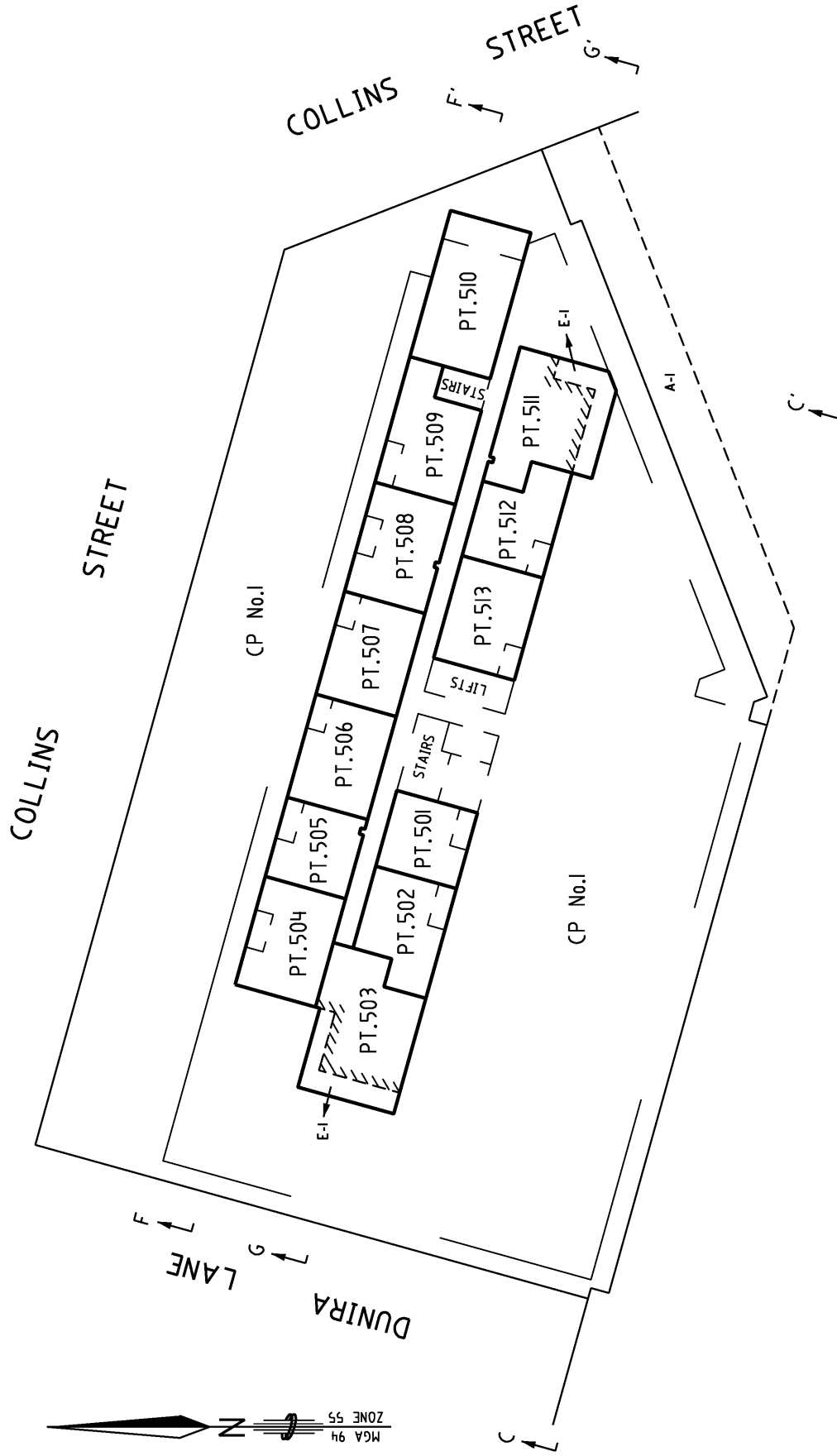
Digitally signed by: Timothy John Baird, Licensed Surveyor,  
Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

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DIAGRAM No. 43

## LEVEL 5

PS 742556L



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SCALE

0 4 8 12 16  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

**SHEET 44**

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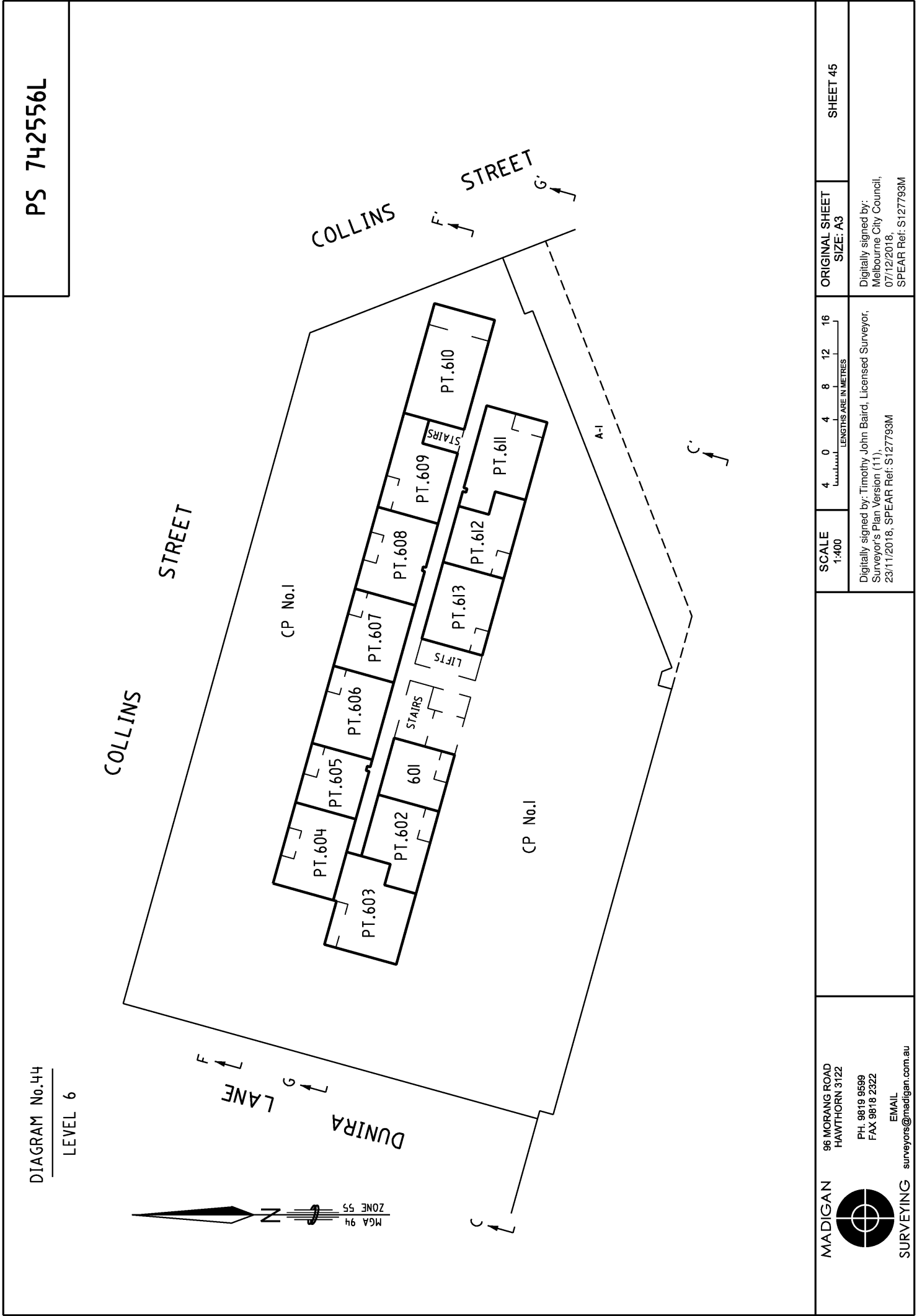
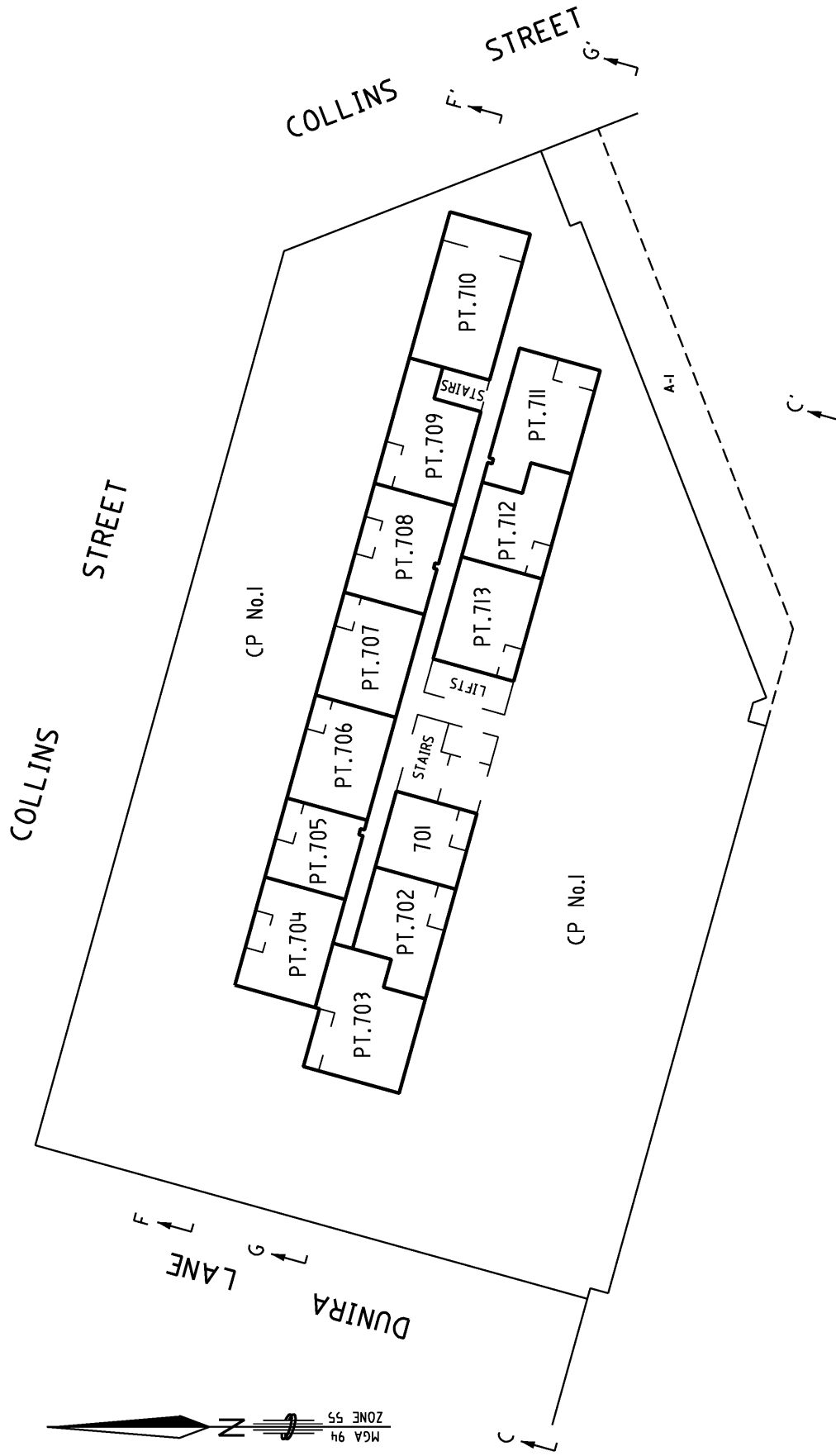


DIAGRAM No.45

## LEVEL 7

PS 742556L



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## SCALE

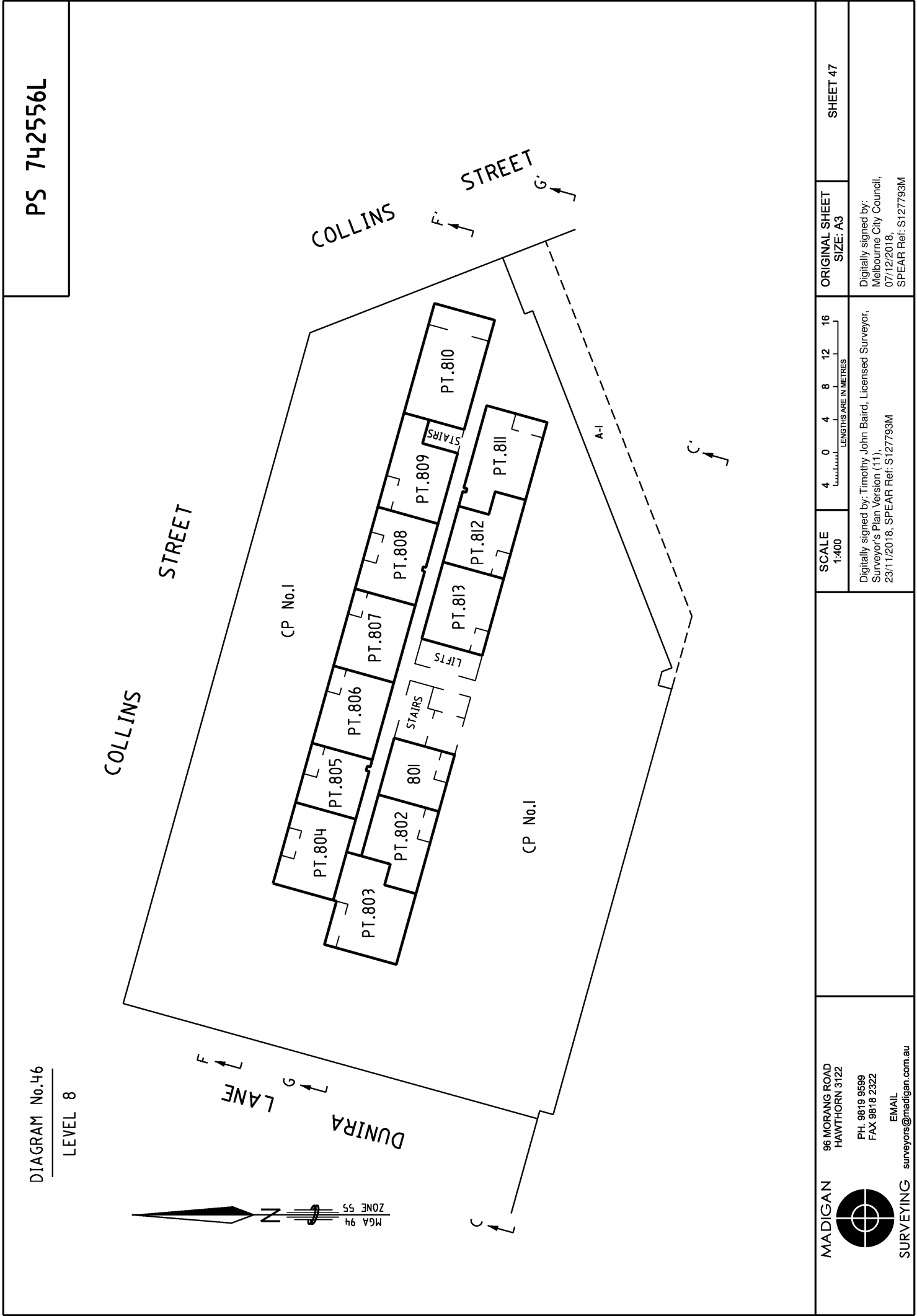
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LENGTHS ARE IN METRES


ORIGINAL SHEET  
SIZE: A3

**SHEET 46**

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23/11/2018, SPEAR Ref: S127793M

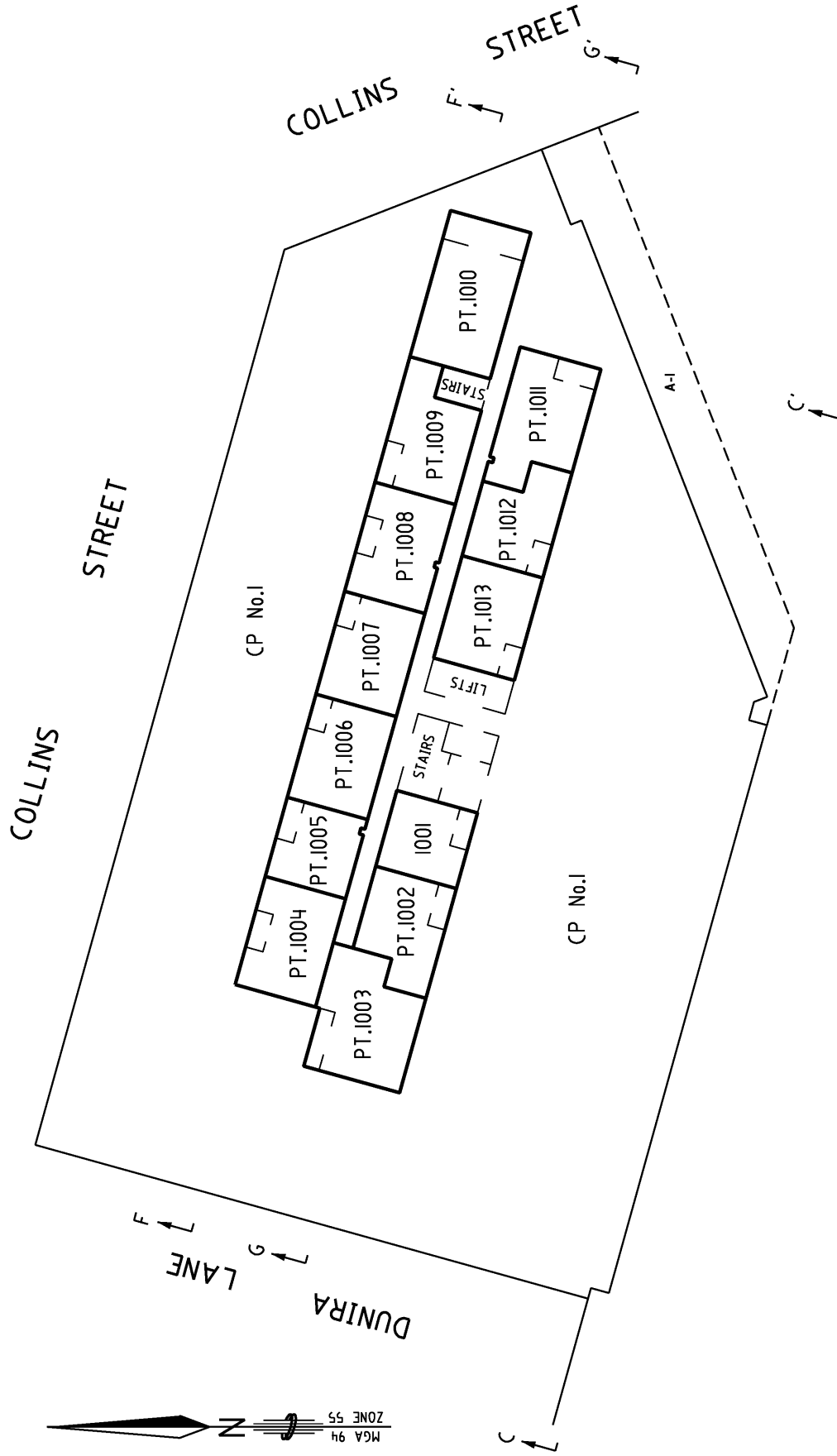
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DIAGRAM No.48

LEVEL 10

PS 742556L



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**SCALE**  
1:400

0 4 8 12 16  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

**SHEET 49**

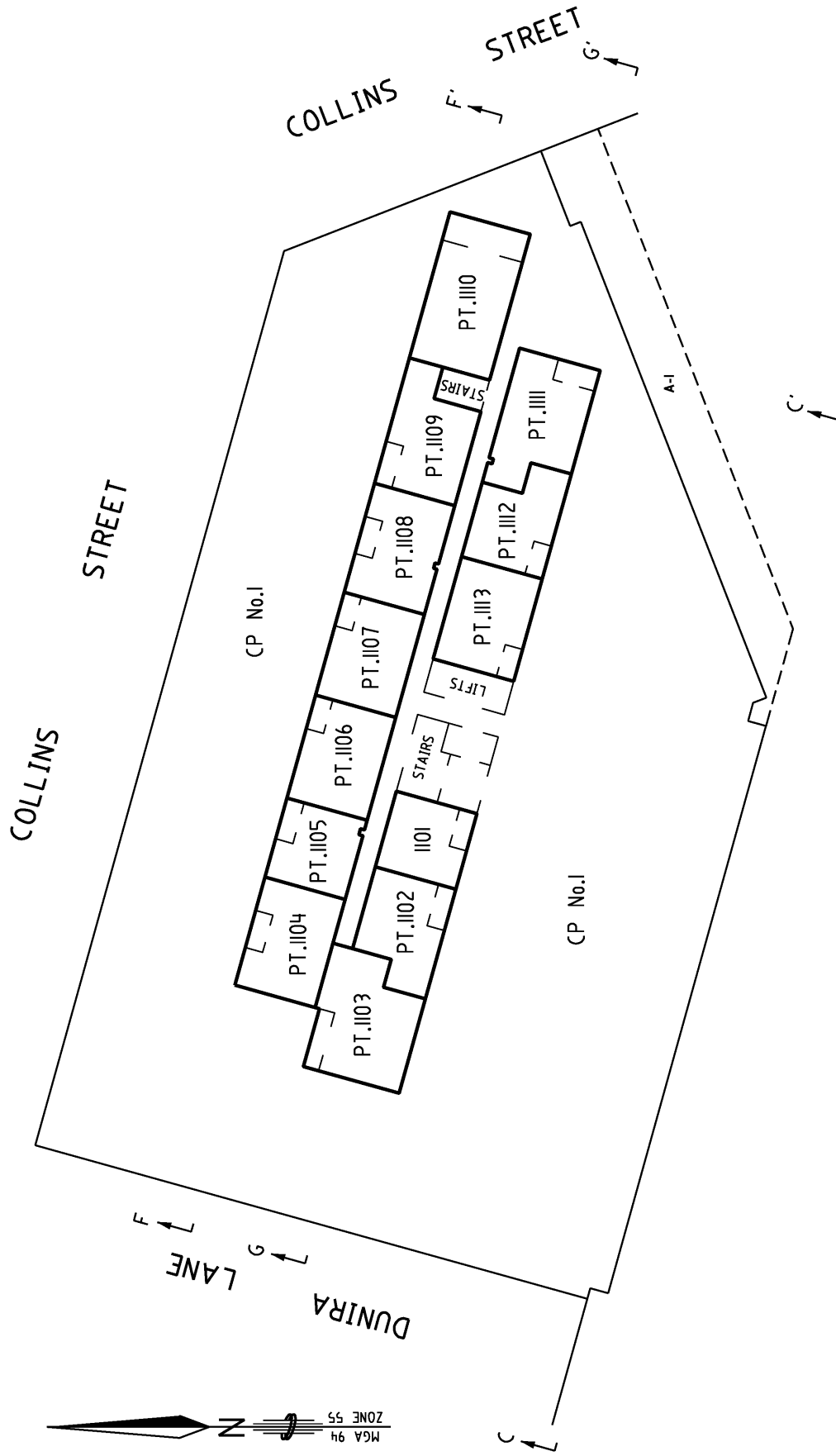
Digitally signed by: Timothy John Baird, Licensed Surveyor,  
Surveyor's Plan Version (11),  
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DIAGRAM No. 49

## LEVEL II

PS 742556L



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SCALE

1:400

ORIGINAL SHEET  
SIZE: A3

**SHEET 50**

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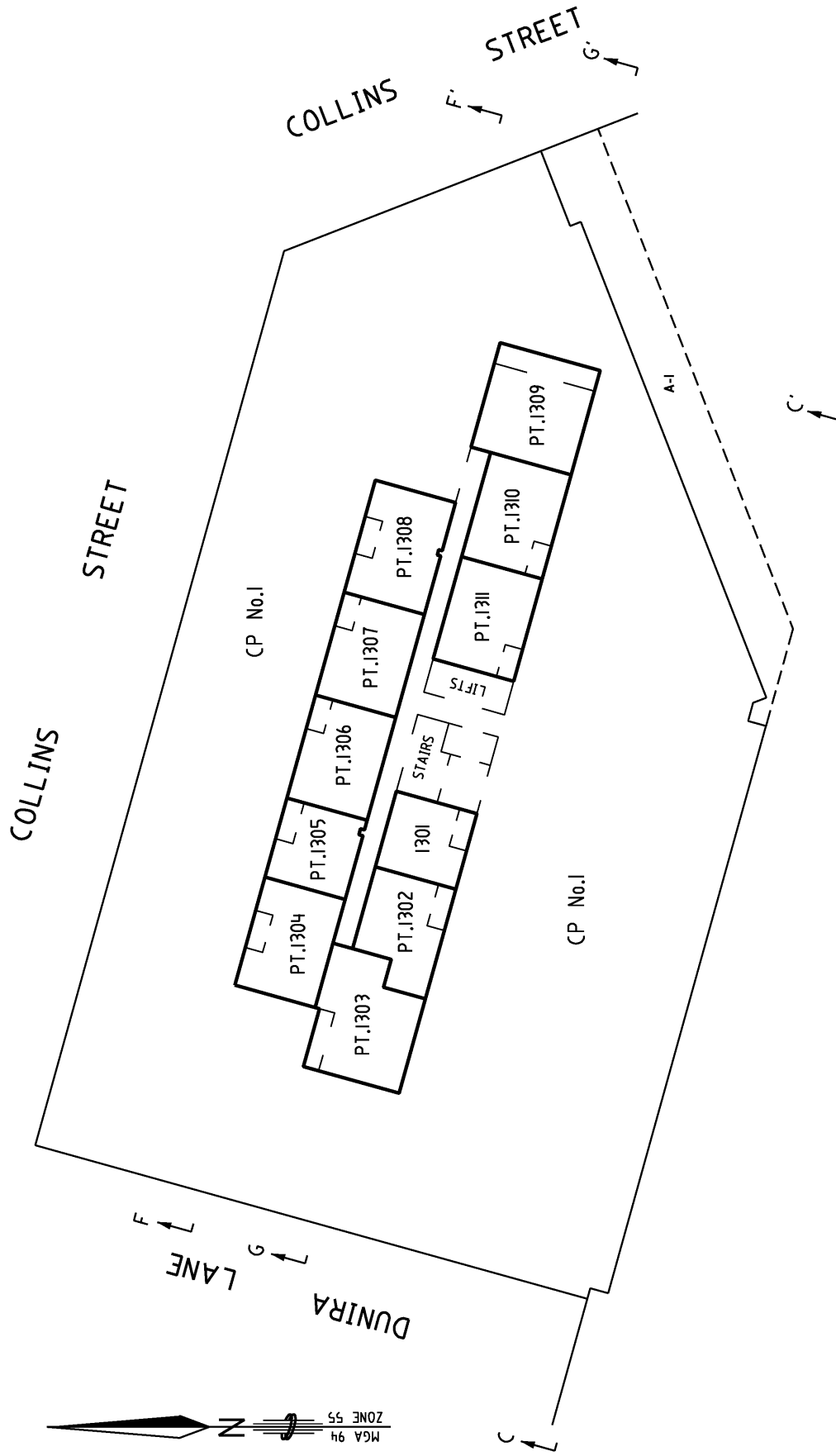
Digitally signed by: Timothy John Baird, Licensed Surveyor,  
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DIAGRAM No.51

LEVEL 13

PS 742556L



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ORIGINAL SHEET SIZE: A3	SHEET 52
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**SHEET 52**

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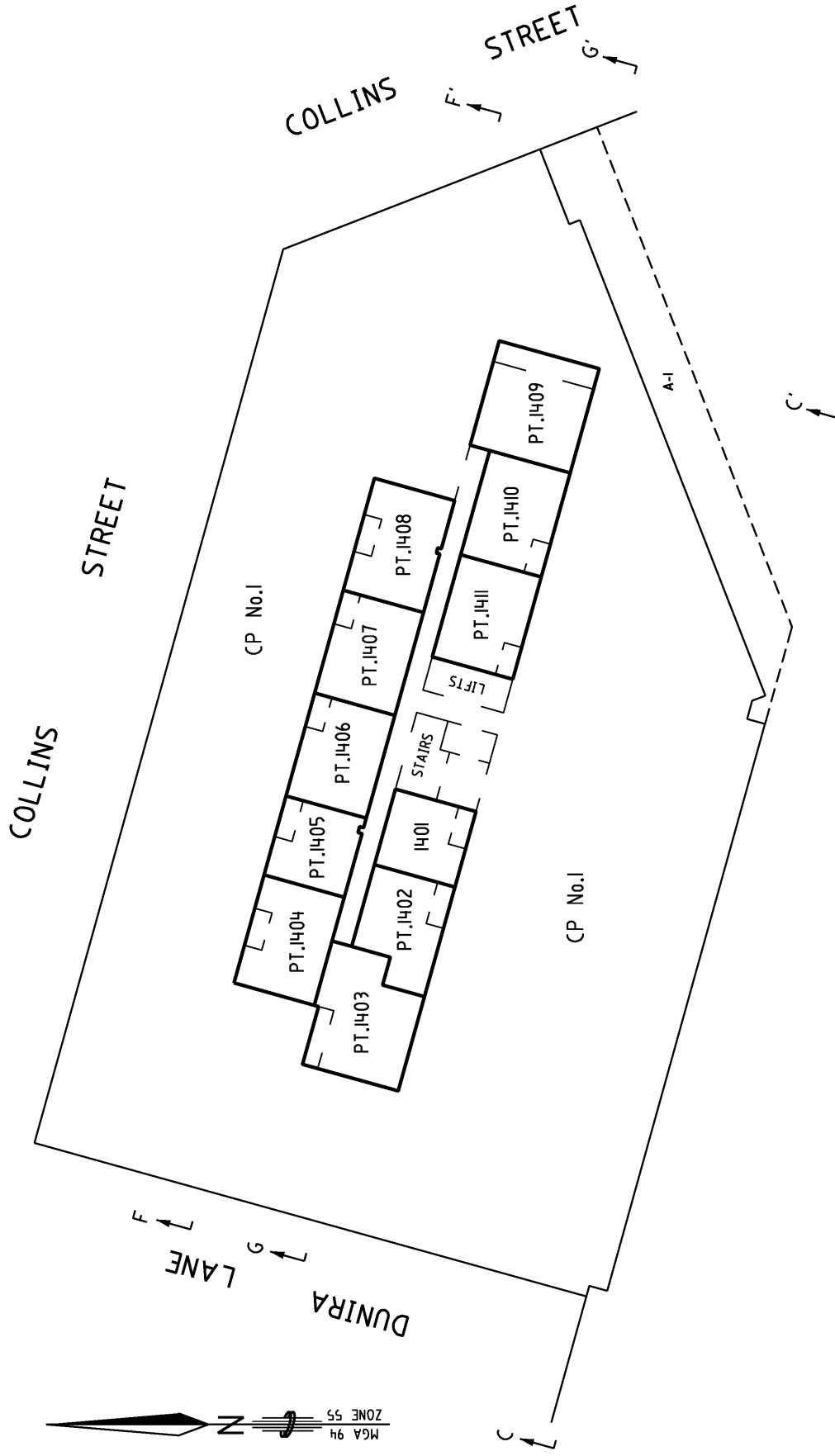
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DIAGRAM No.52

## LEVEL 14

PS 742556L



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SCALE

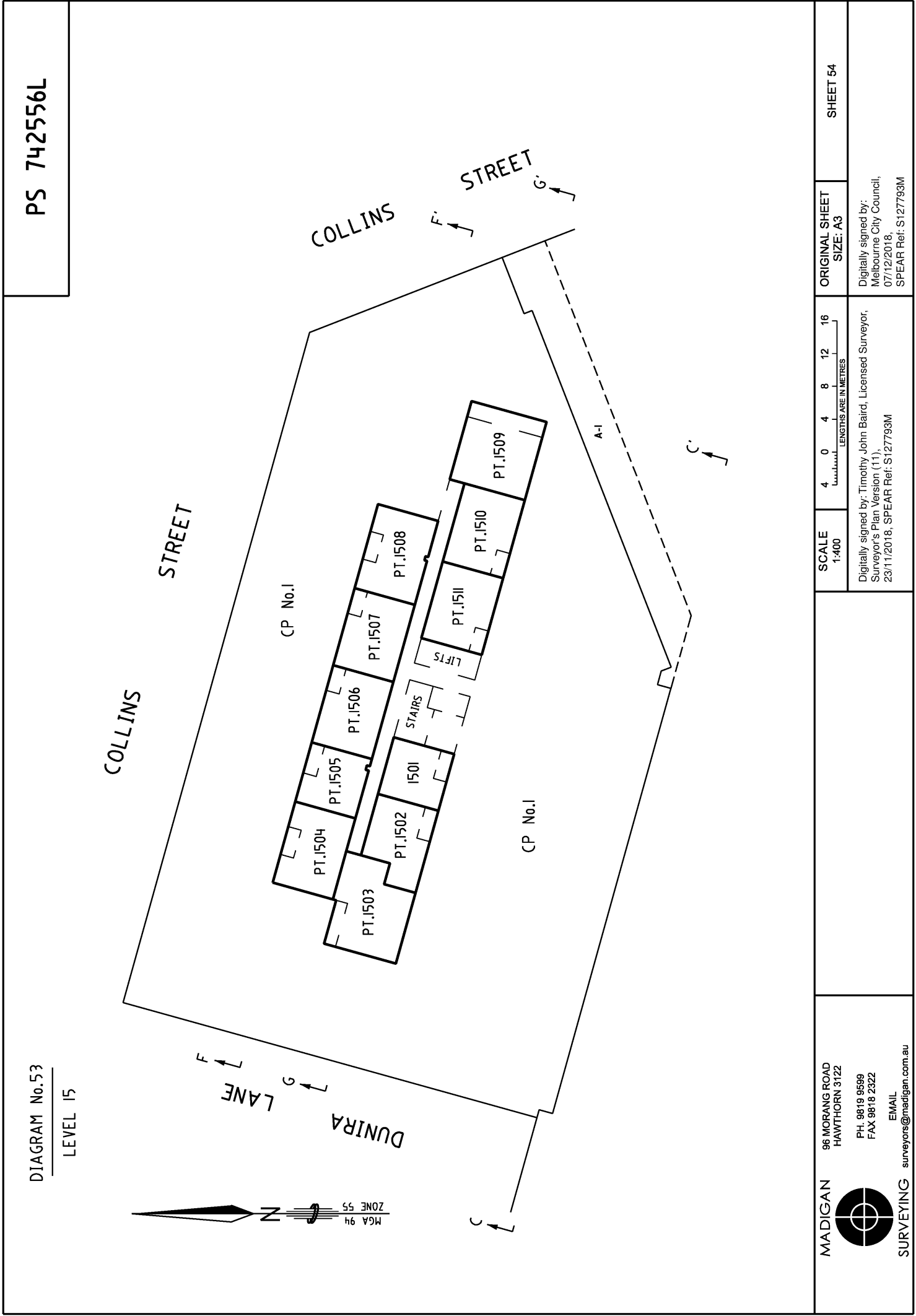
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

**SHEET 53**

Digitally signed by: Timothy John Baird, Licensed Surveyor,  
Surveyor's Plan Version (11),  
23/1/2018, SPEAR Ref: S127793M

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07/12/2018,  
SPEAR Ref: S127793M




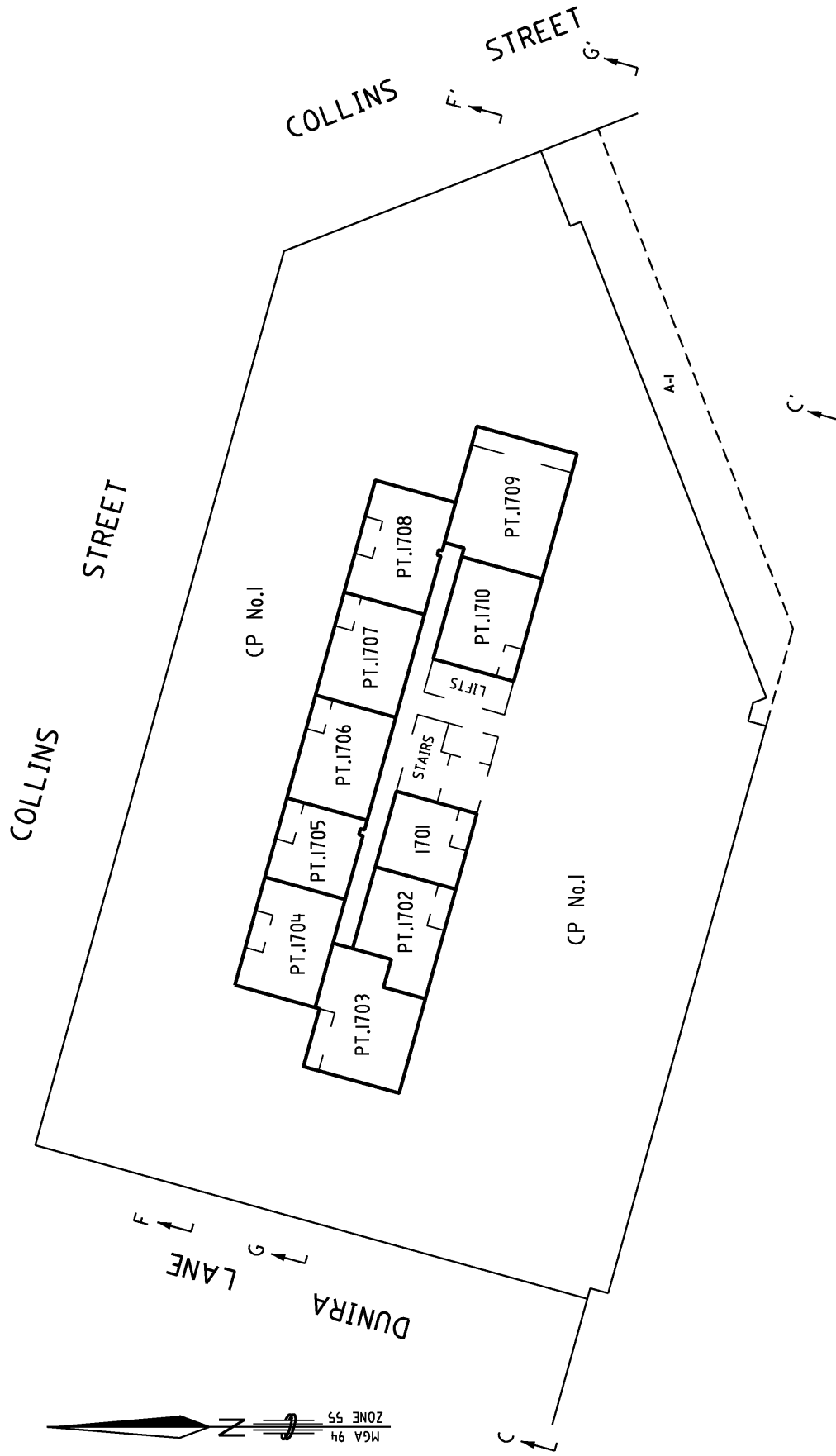
<div><div>MADIGAN</div><div></div><div><div>SURVEYING</div><div>Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.</div></div></div>		<div><div>96 MORANG ROAD HAWTHORN 3122</div><div>PH 9819 9599 FAX 9818 2322</div><div>EMAIL surveyors@madigan.com.au</div></div>	
SCALE 1:400		LENGTHS ARE IN METRES 4 0 4 8 12 16	
Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (11), 23/11/2018, SPEAR Ref: S127793M		Digitally signed by: Melbourne City Council, 07/12/2018, SPEAR Ref: S127793M	
ORIGINAL SHEET SIZE: A3		SHEET 54	



DIAGRAM No.55

LEVEL 17

PS 742556L



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SCALE

0 4 8 12 16  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

**SHEET 56**

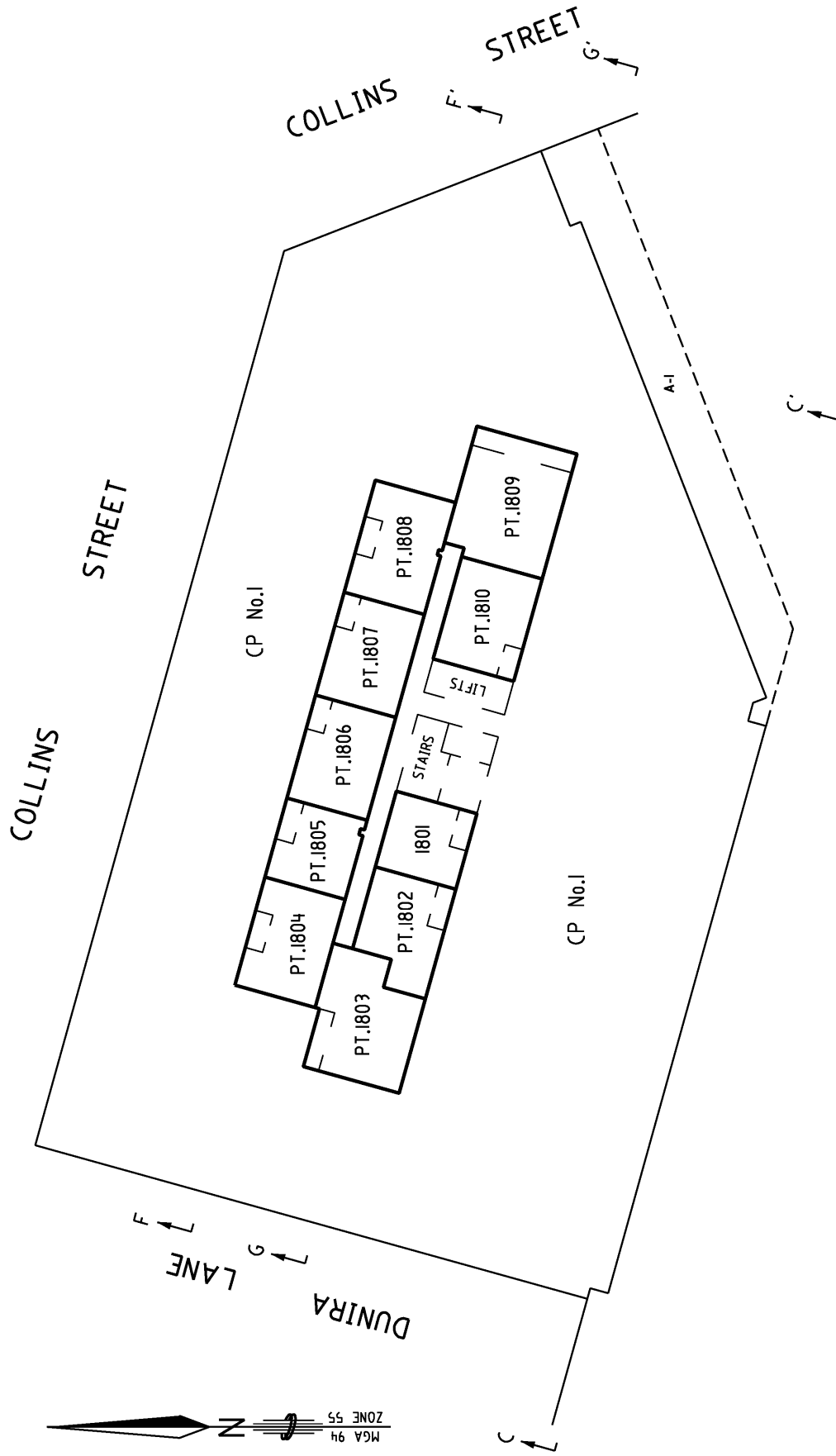
Digitally signed by: Timothy John Baird, Licensed Surveyor,  
Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

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DIAGRAM No.56

LEVEL 18

PS 742556L



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SCALE

0 4 8 12 16  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

**SHEET 57**

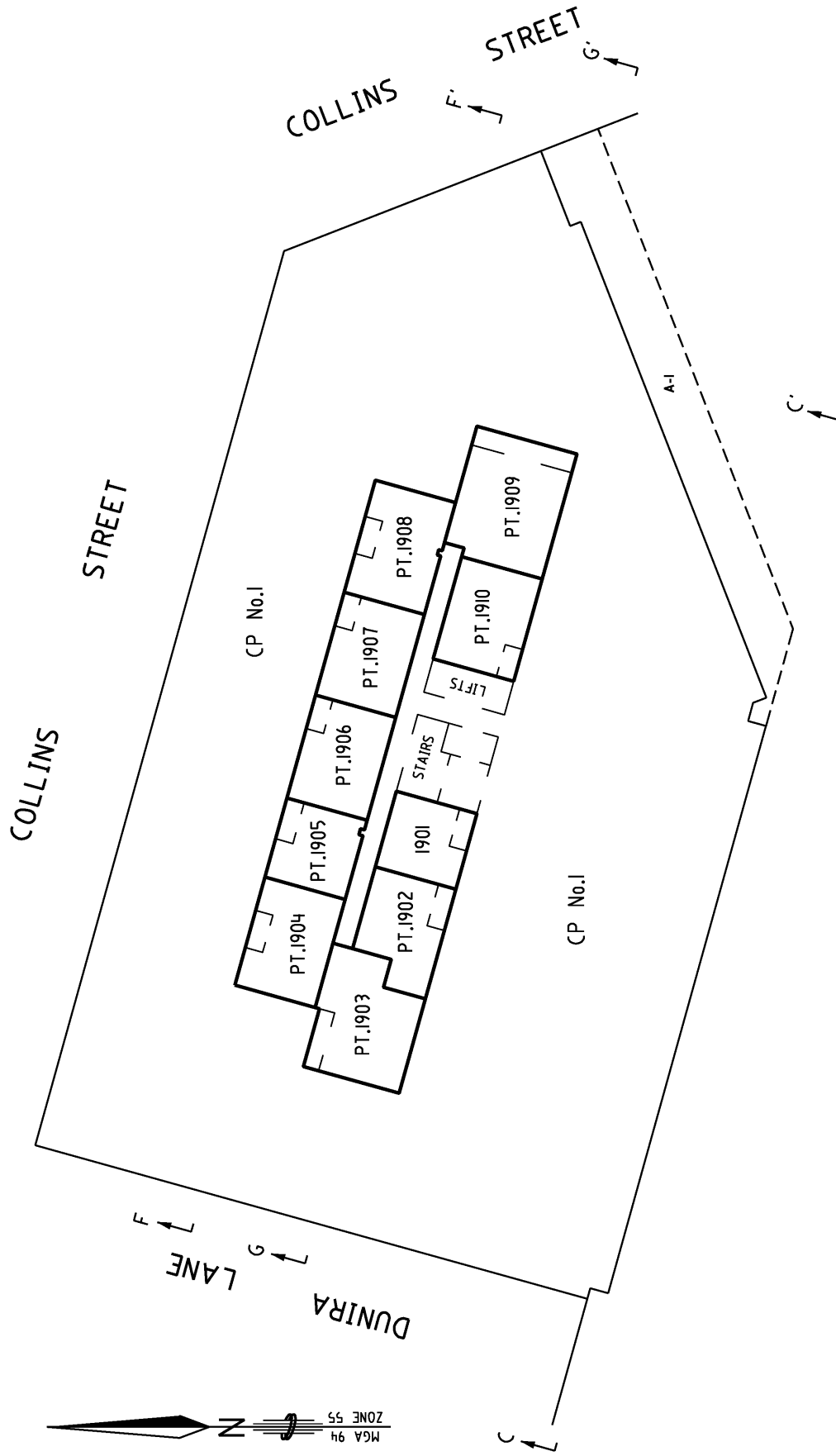
Digitally signed by: Timothy John Baird, Licensed Surveyor,  
Surveyor's Plan Version (11),  
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DIAGRAM No.57

LEVEL 19

PS 742556L



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SCALE

0 4 8 12 16  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

**SHEET 58**

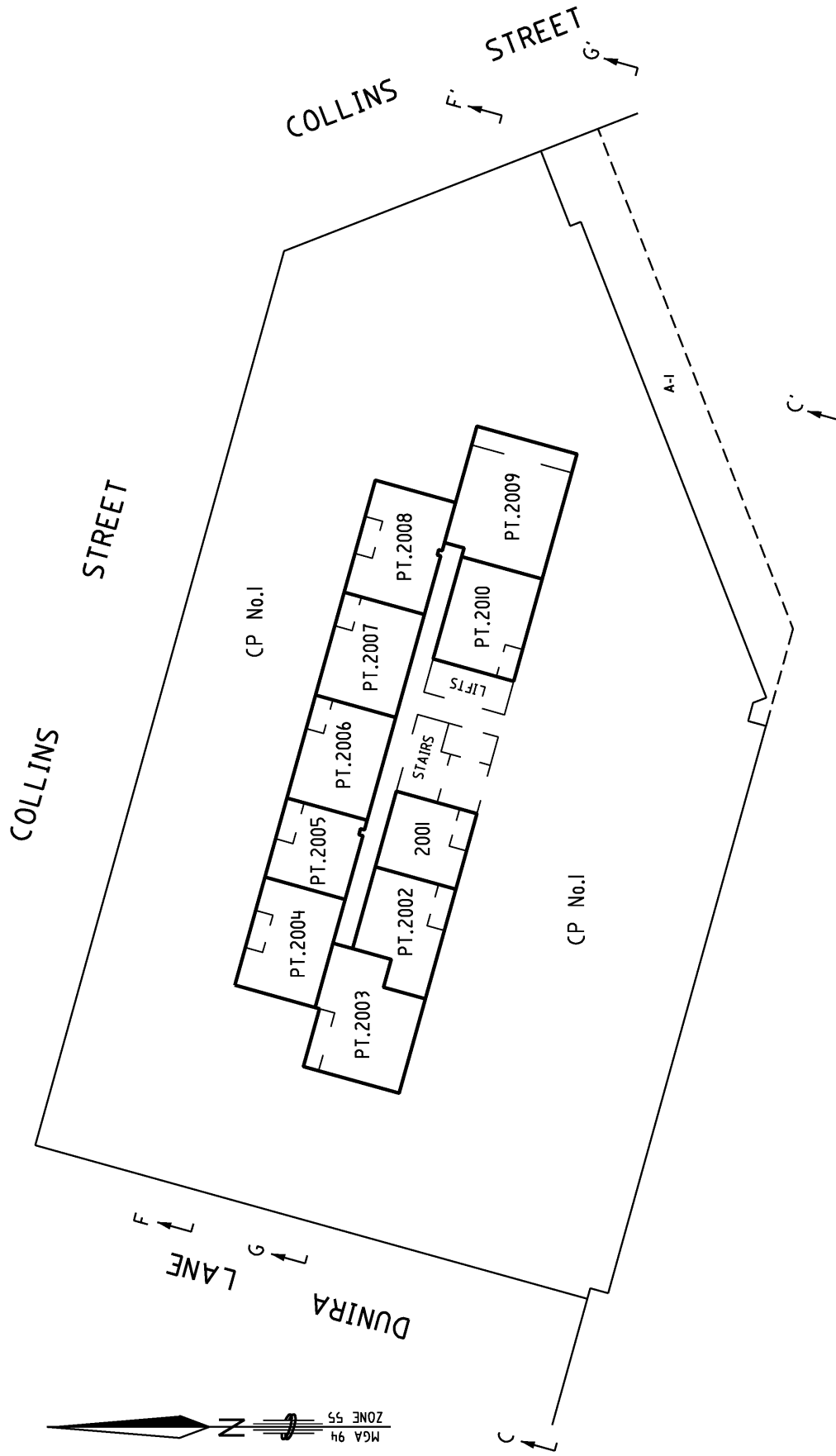
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Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

Digitally signed by:  
Melbourne City Council,  
07/12/2018,  
SPEAR Ref: S127793M

DIAGRAM No.58

LEVEL 20

PS 742556L



**MADIGAN**



**SURVEYING**  
EMAIL [surveyors@madigan.com.au](mailto:surveyors@madigan.com.au)

Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.

96 MORANG ROAD  
HAWTHORN 3122

PH. 9819 9599  
FAX 9818 2322

EMAIL

ORIGINAL SHEET SIZE: A3	SHEET 59
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Digitally signed by:  
Melbourne City Council,  
07/12/2018,  
SPEAR Ref: S127793M

SCALE 1:400	
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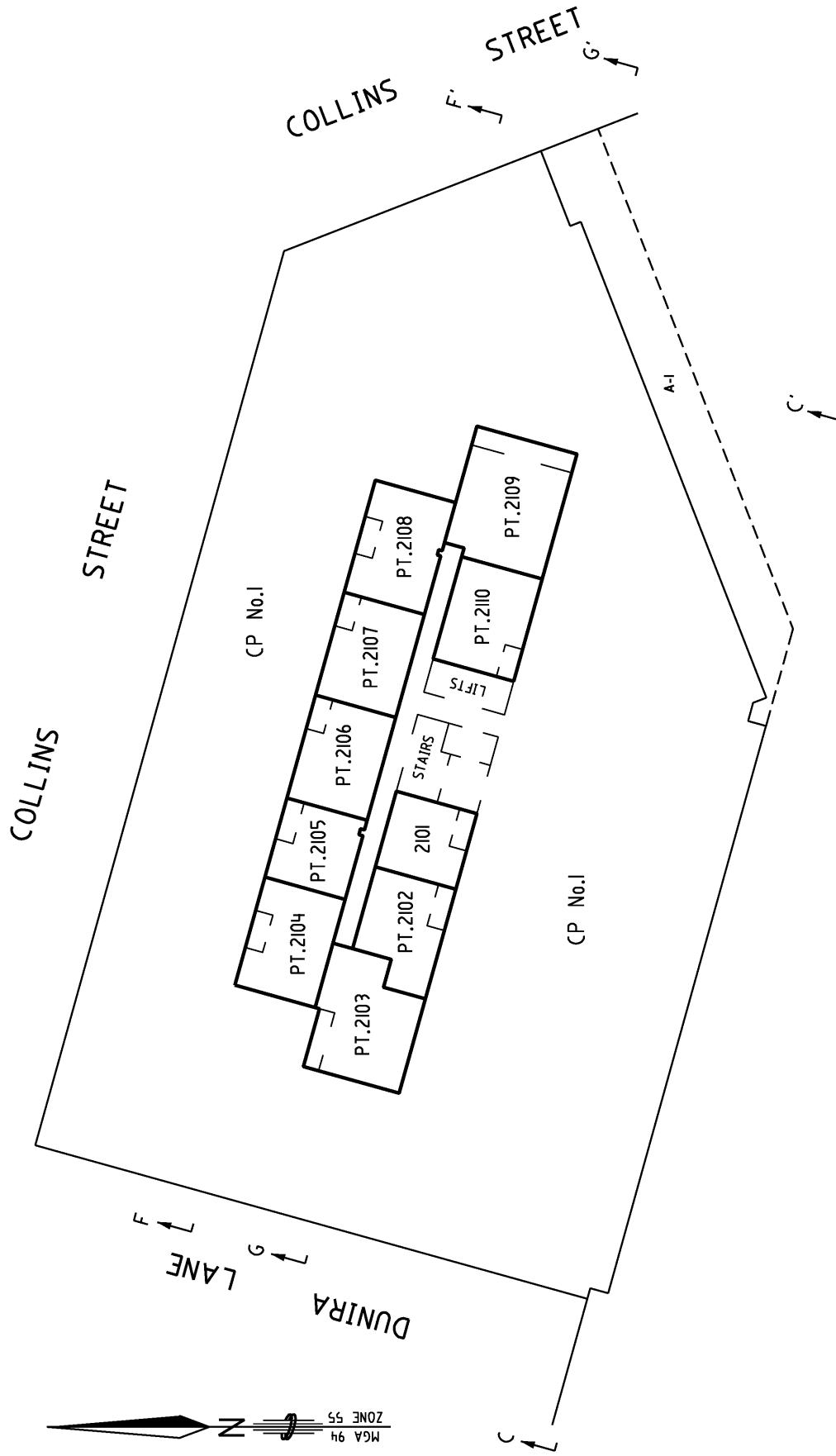
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Surveyor's Plan Version (11),  
23/1/2018, SPEAR Ref: S127793M

**SHEET 59**

DIAGRAM No.59

LEVEL 21

PS 742556L



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SCALE

LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

**SHEET 60**

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Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

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Melbourne City Council,  
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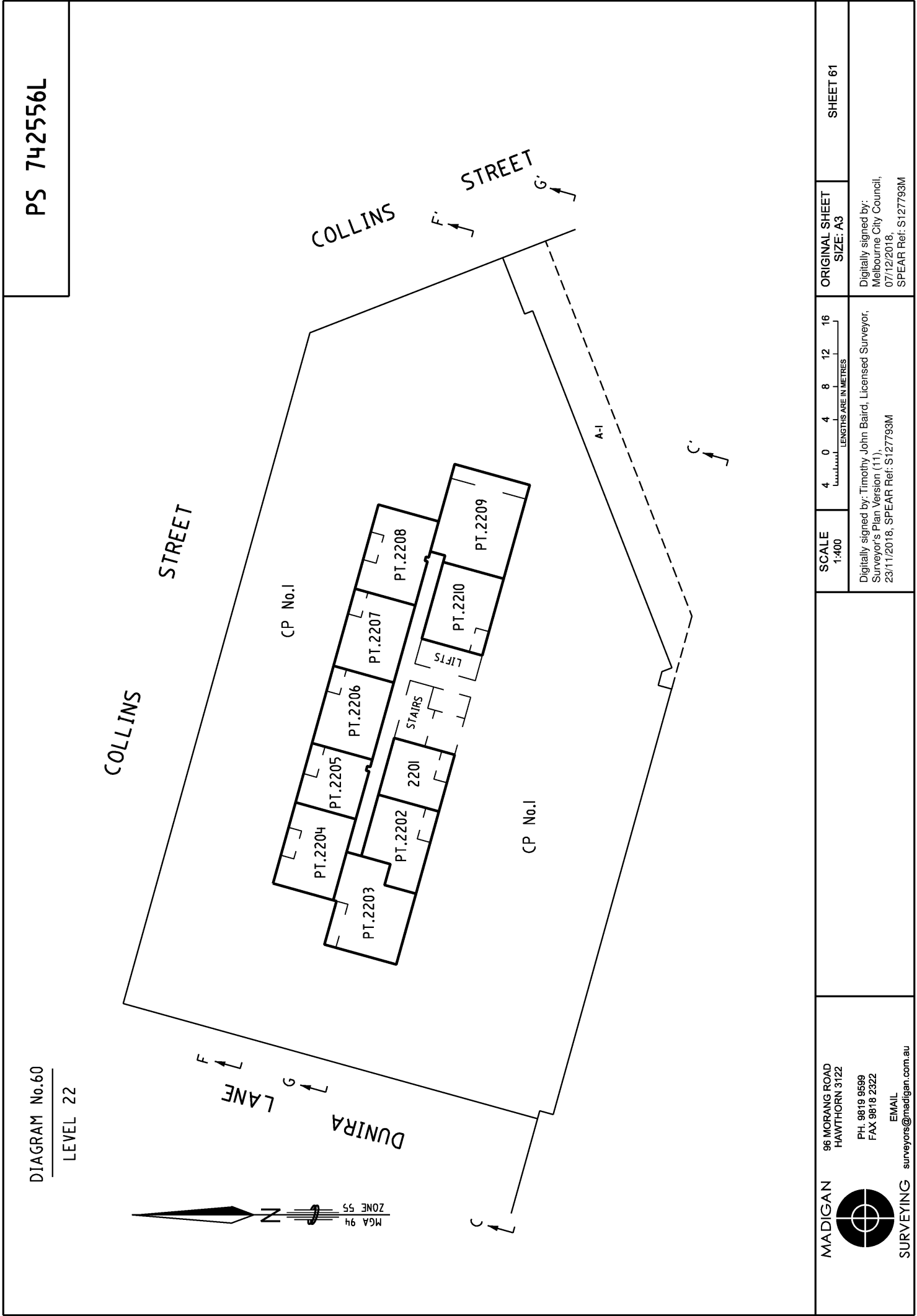
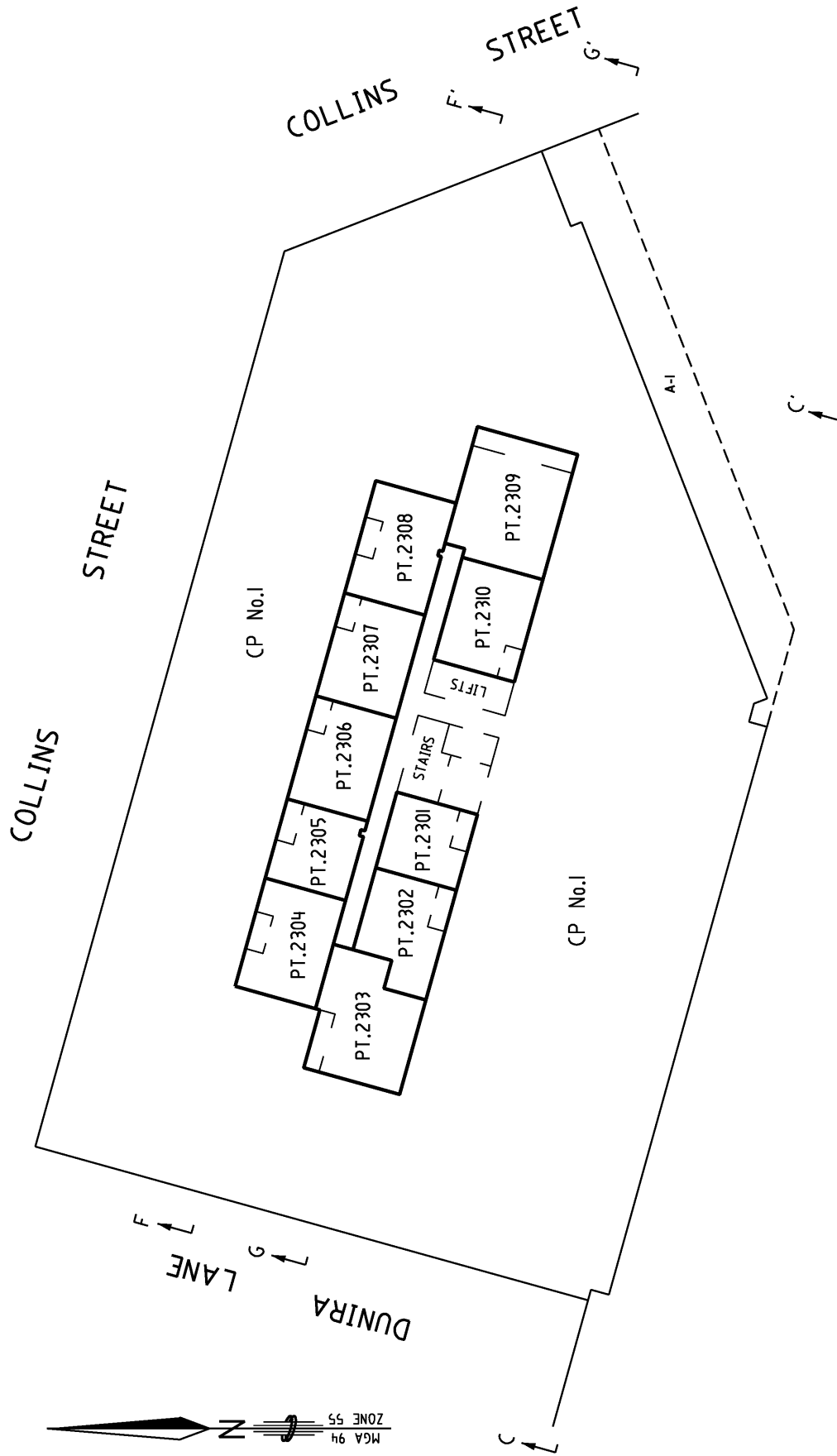


DIAGRAM No.6I

LEVEL 23

PS 742556L



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FAX 9818 2322

Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.

SCALE

1:400

0 4 8 12 16  
LENGTHS ARE IN METRES

4	8	12	16
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ORIGINAL SHEET  
SIZE: A3

**SHEET 62**

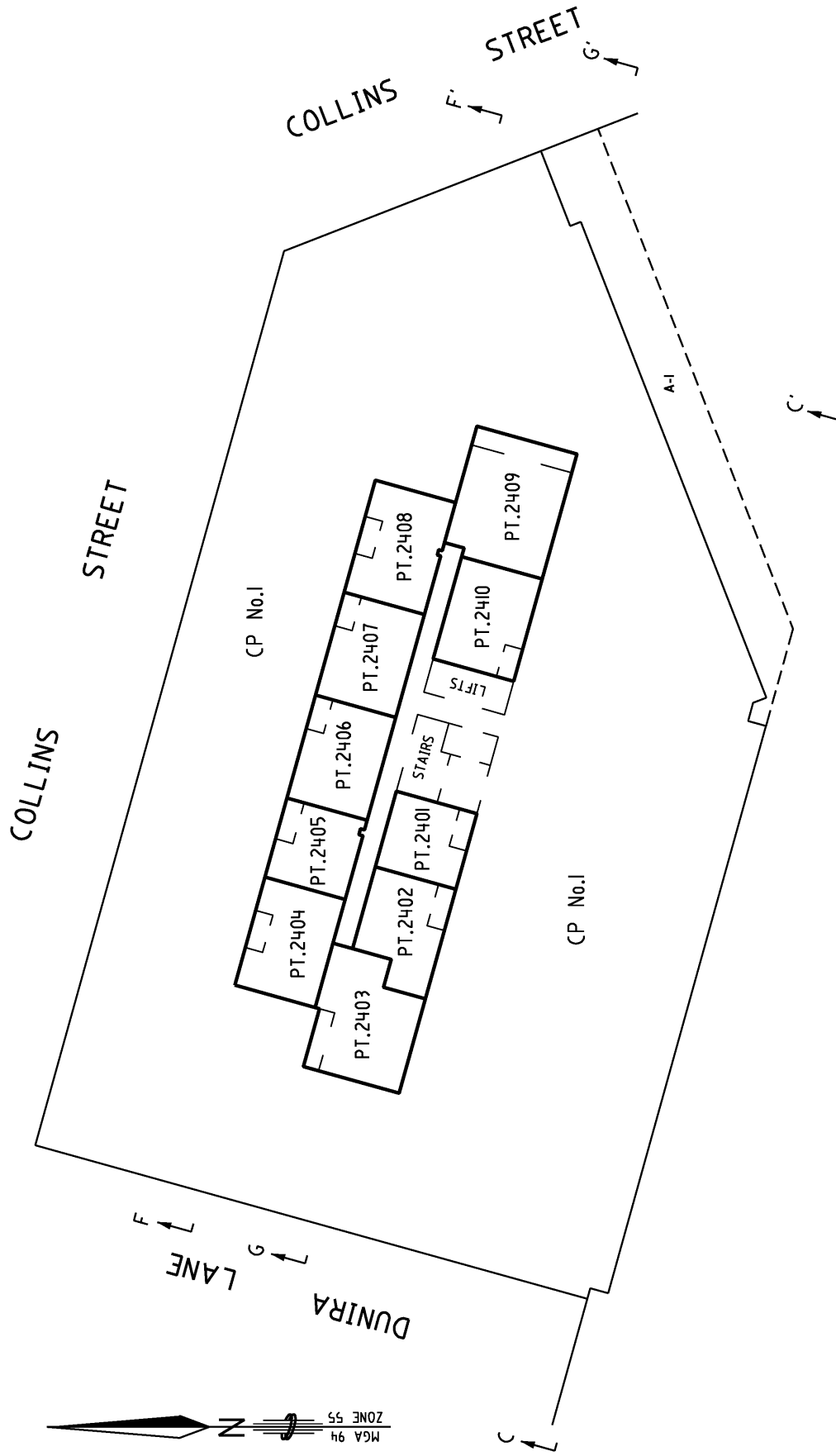
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Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

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07/12/2018,  
SPEAR Ref: S127793M

DIAGRAM No.62

LEVEL 24

PS 742556L



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**SCALE**

LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

**SHEET 63**

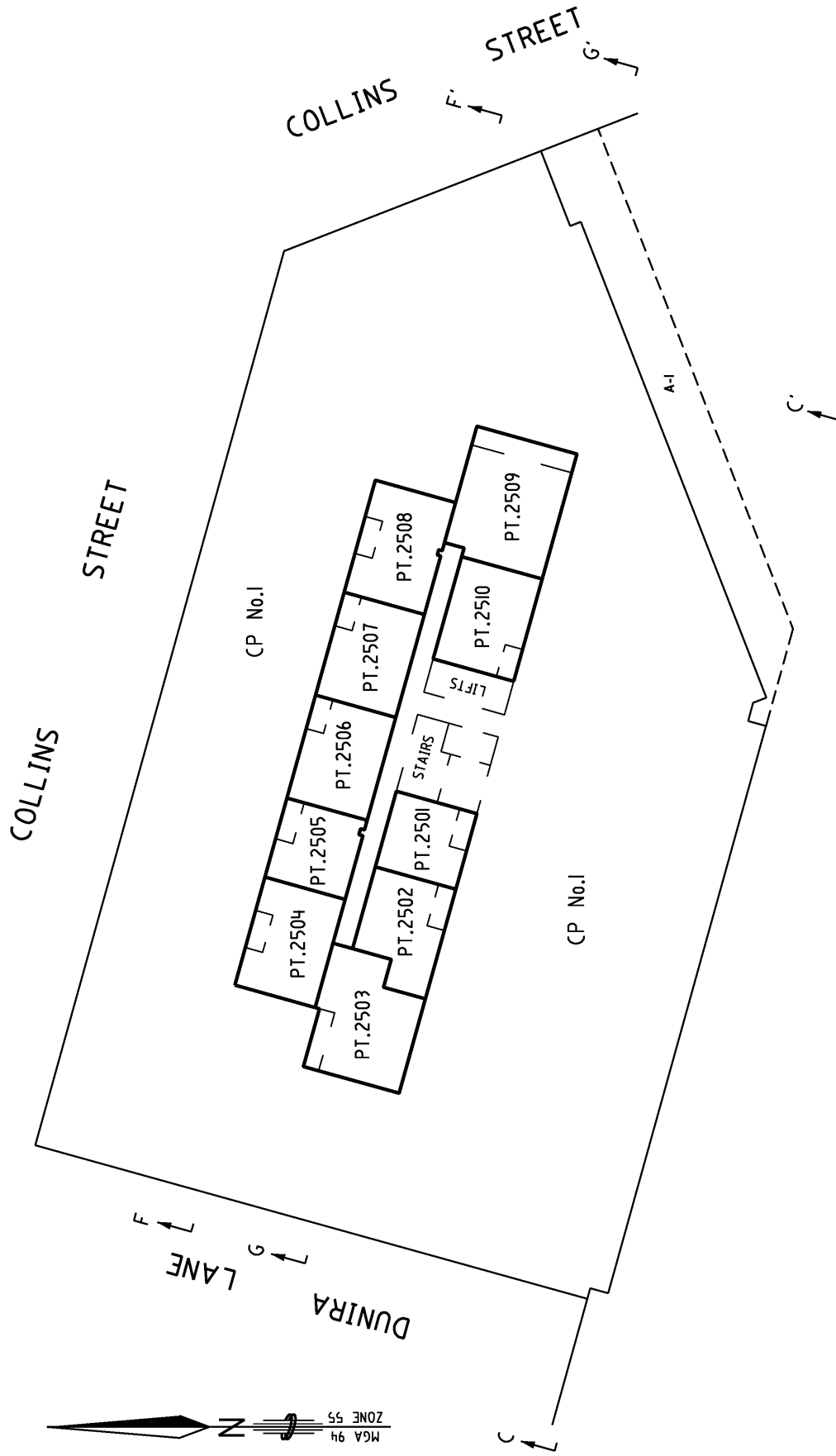
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Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

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Melbourne City Council,  
07/12/2018,  
SPEAR Ref: S127793M

DIAGRAM No.63

LEVEL 25

PS 742556L



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EMAIL [surveyors@madigan.com.au](mailto:surveyors@madigan.com.au)

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SCALE

0 4 8 12 16  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 64

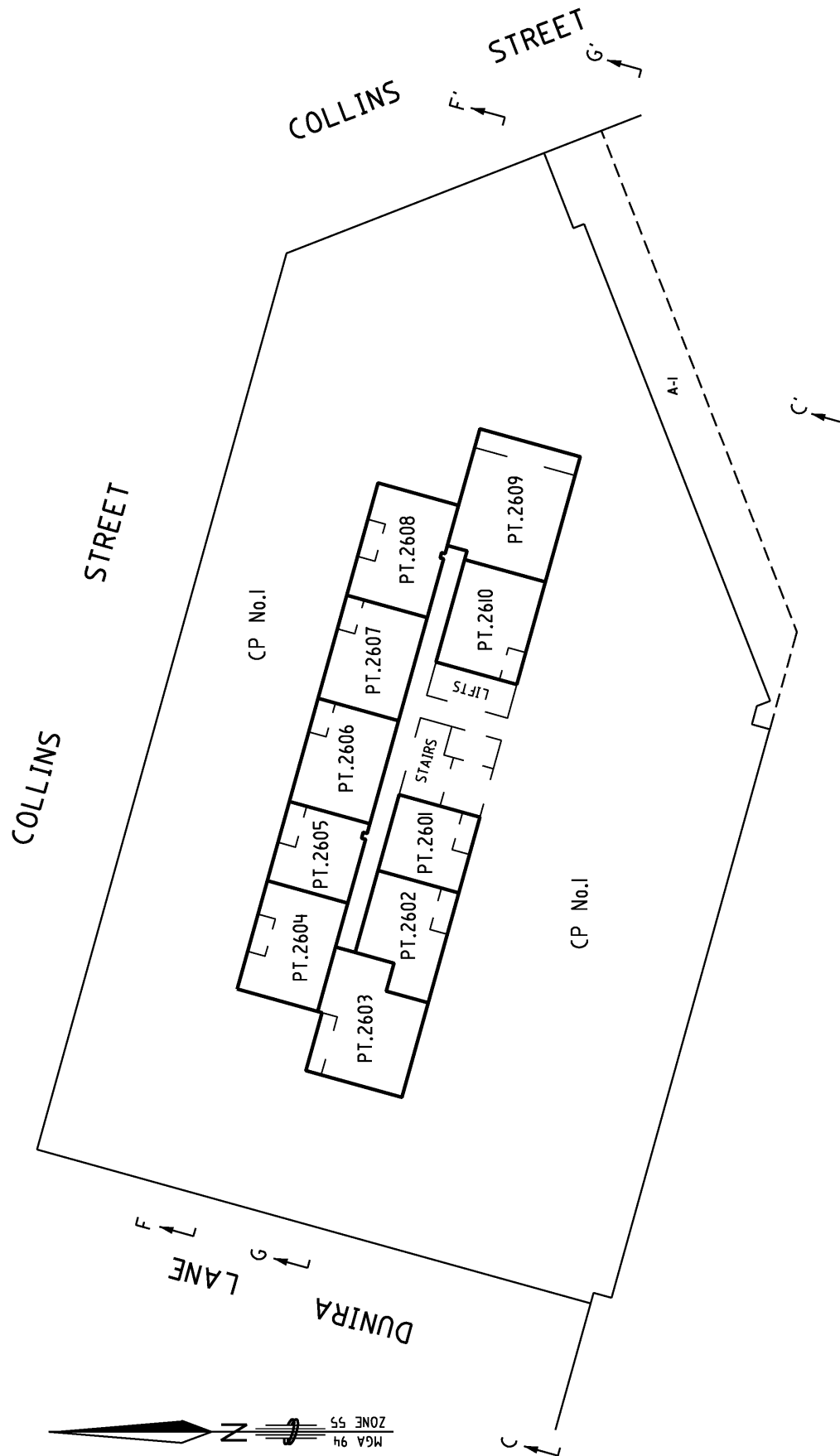
Digitally signed by: Timothy John Baird, Licensed Surveyor,  
Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

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Melbourne City Council,  
07/12/2018,  
SPEAR Ref: S127793M

DIAGRAM No.64

LEVEL 26

PS 742556L



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## SURVEYING

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EMAIL  
surveyors@madigan.com.au

Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.

SCALE

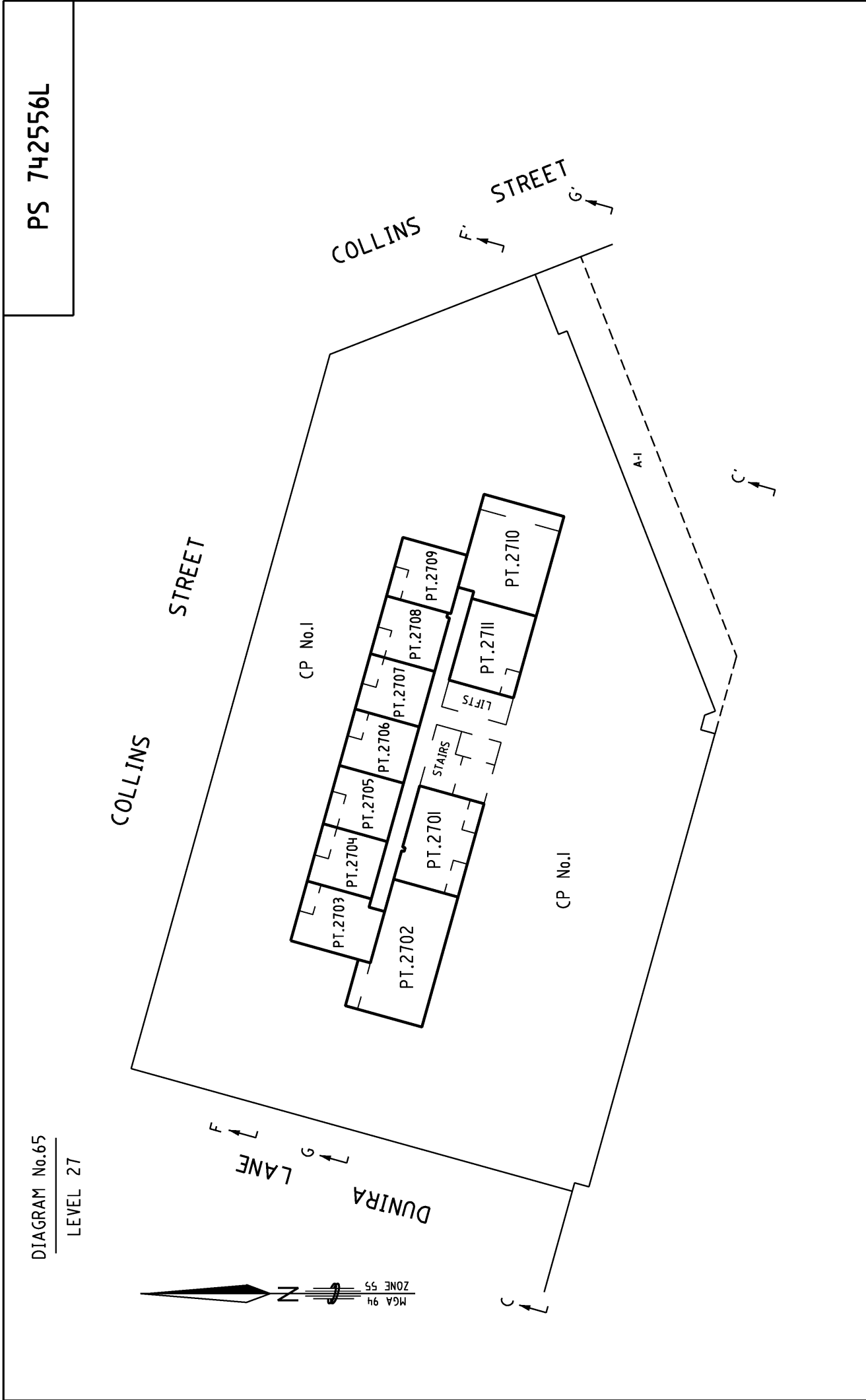
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

**SHEET 65**

Digitally signed by: Timothy John Baird, Licensed Surveyor,  
Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

Digitally signed by:  
Melbourne City Council,  
07/12/2018,  
SPEAR Ref: S127793M




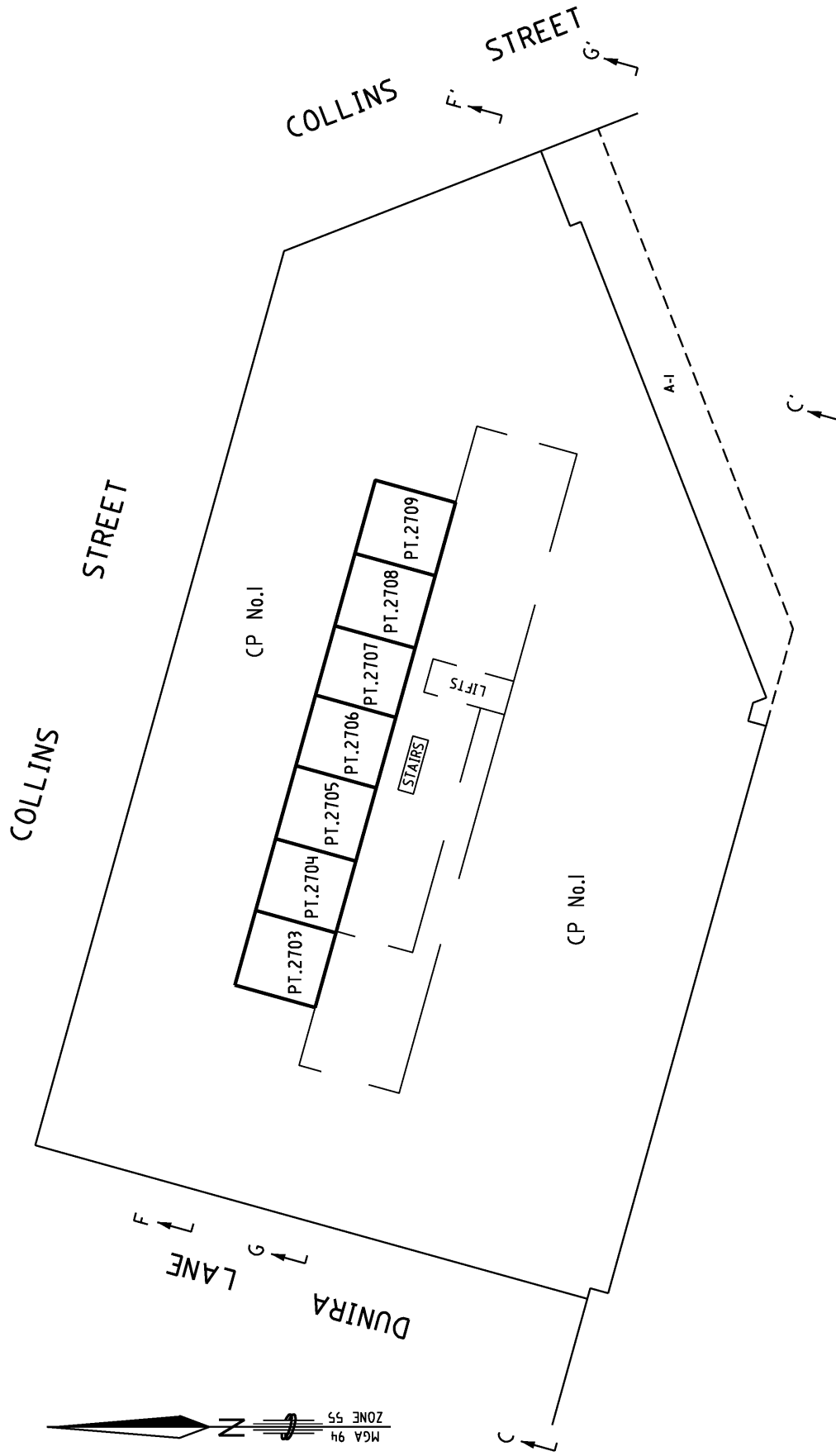
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	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (11), 23/11/2018, SPEAR Ref: S127793M								Digitally signed by: Melbourne City Council, 07/12/2018, SPEAR Ref: S127793M

DIAGRAM No.66

LEVEL 28

PS 742556L



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HAWTHORN 3122

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FAX 9818 2322

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EMAIL [surveyors@madigan.com.au](mailto:surveyors@madigan.com.au)

Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.

**SCALE**

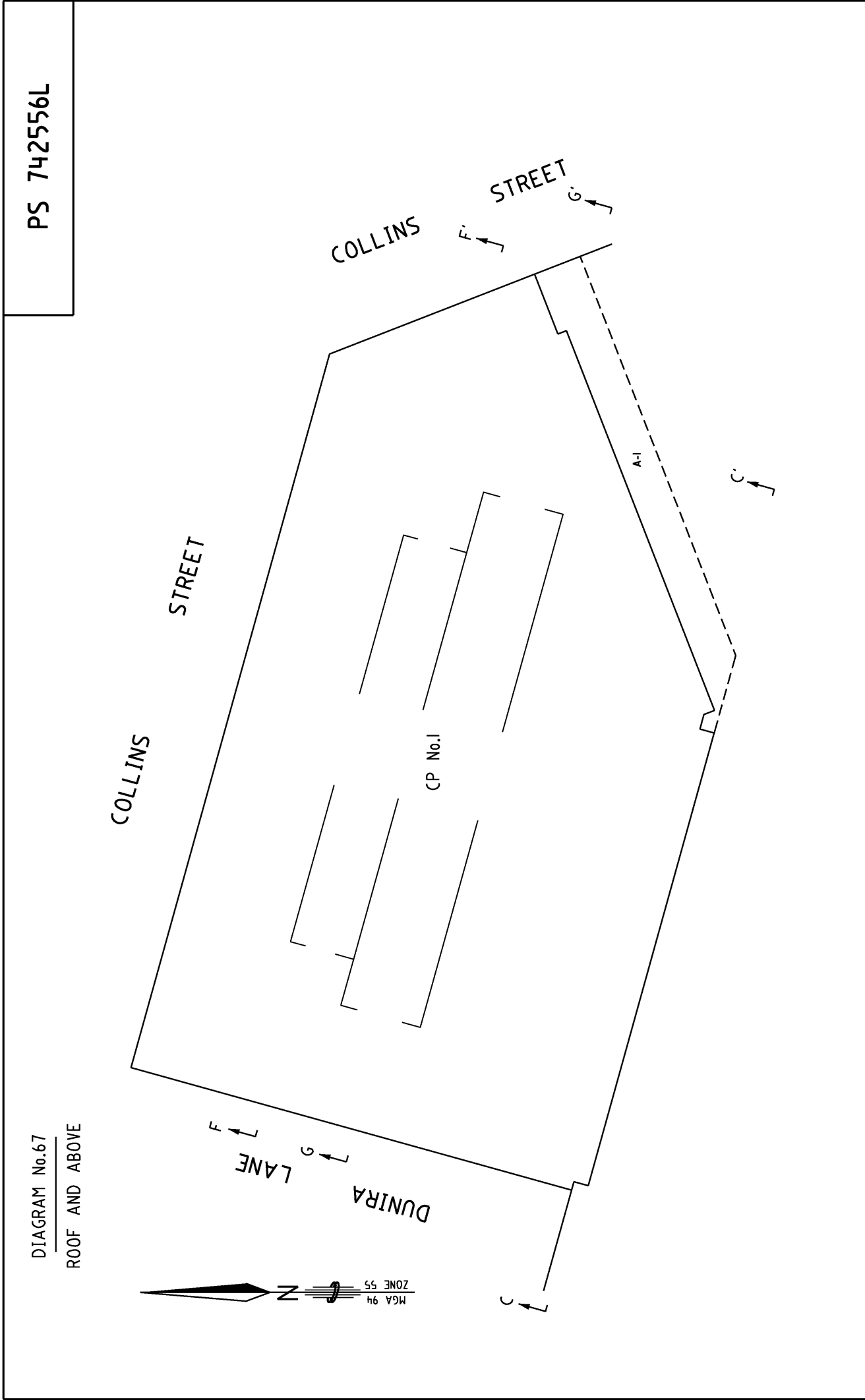
0 4 8 12 16  
LENGTHS ARE IN METRES


ORIGINAL SHEET  
SIZE: A3

**SHEET 67**

Digitally signed by: Timothy John Baird, Licensed Surveyor,  
Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

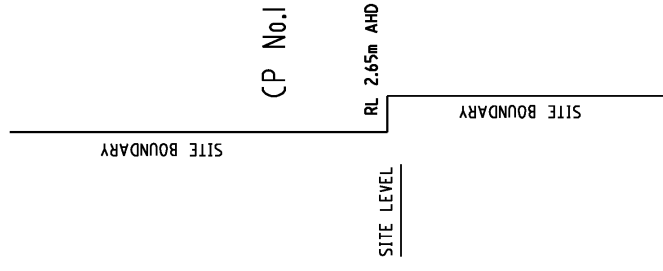
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Melbourne City Council,  
07/12/2018,  
SPEAR Ref: S127793M



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		Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (11), 23/11/2018, SPEAR Ref: S127793M							



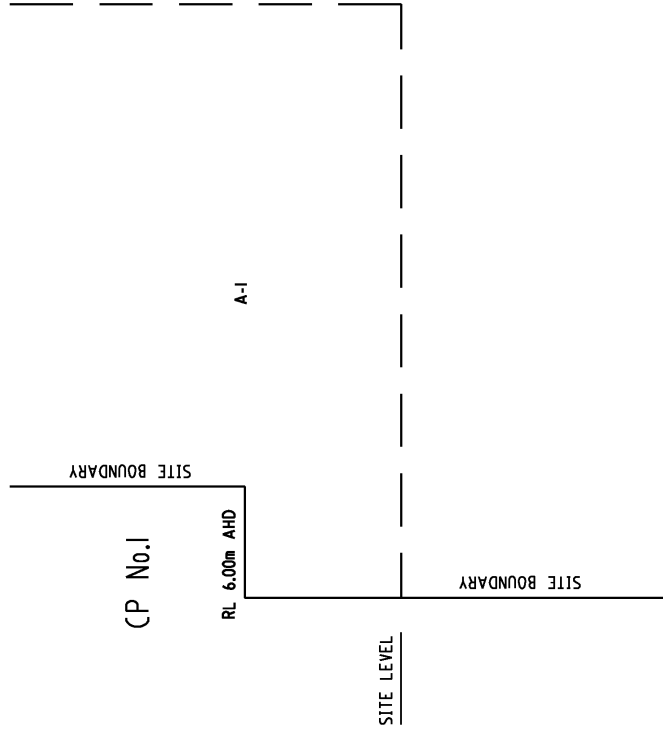
PS 742556L



SITE LEVEL

RL 2.65m AHD

SITE BOUNDARY



SITE LEVEL

RL 6.00m AHD

SITE BOUNDARY

## A-1

SITE BOUNDARY

SECTION A-A'  
(DIAGRAMS 1 & 2)

SECTION B-B'  
(DIAGRAMS 1 & 2)

**MADIGAN**

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PH. 9819 9599  
FAX 9818 2322

**SURVEYING**

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MADIGAN

Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.

**SCALE**  
**N.T.S.**

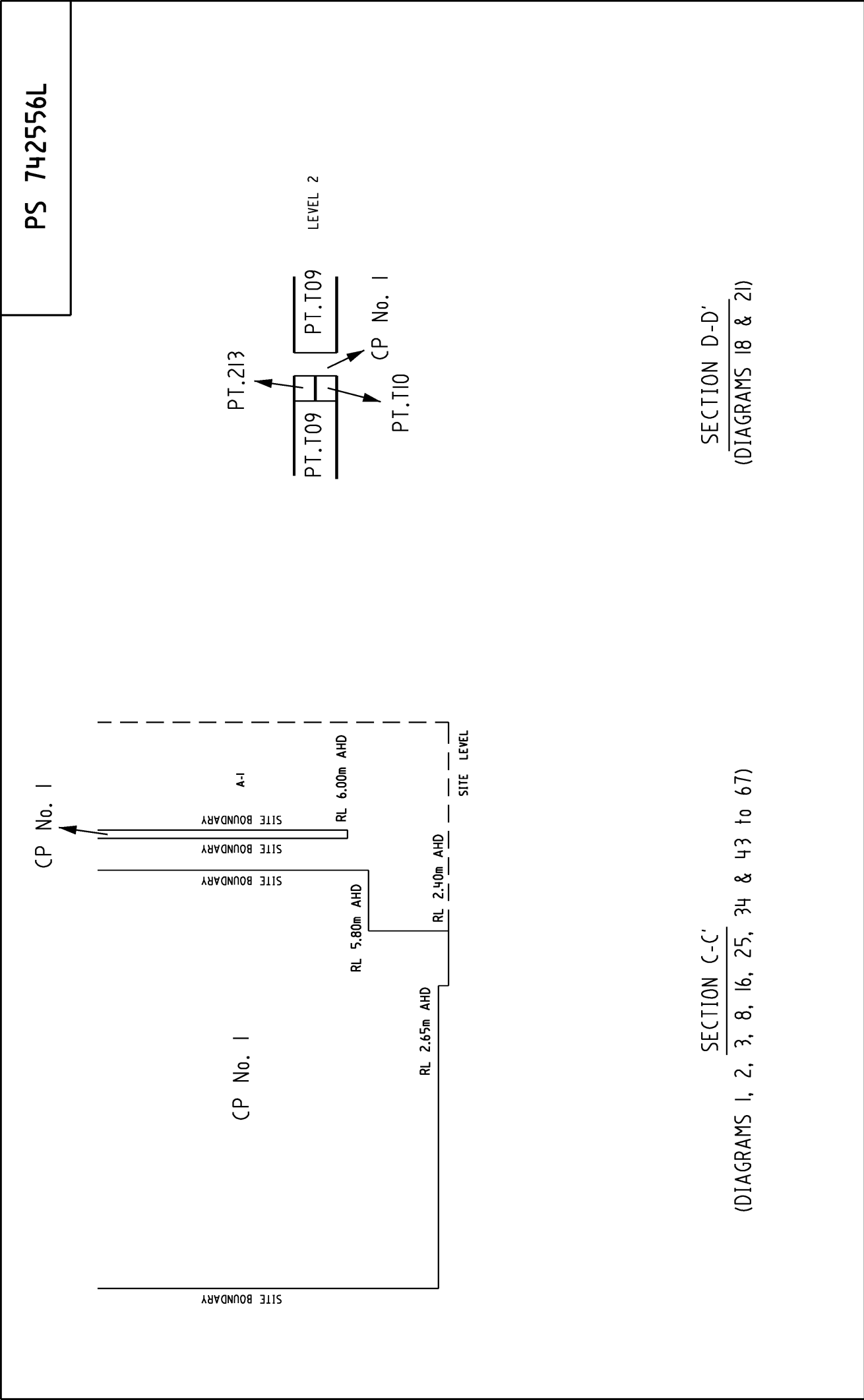
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LENGTHS ARE IN METRES


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23/11/2018, SPEAR Ref: S127793M

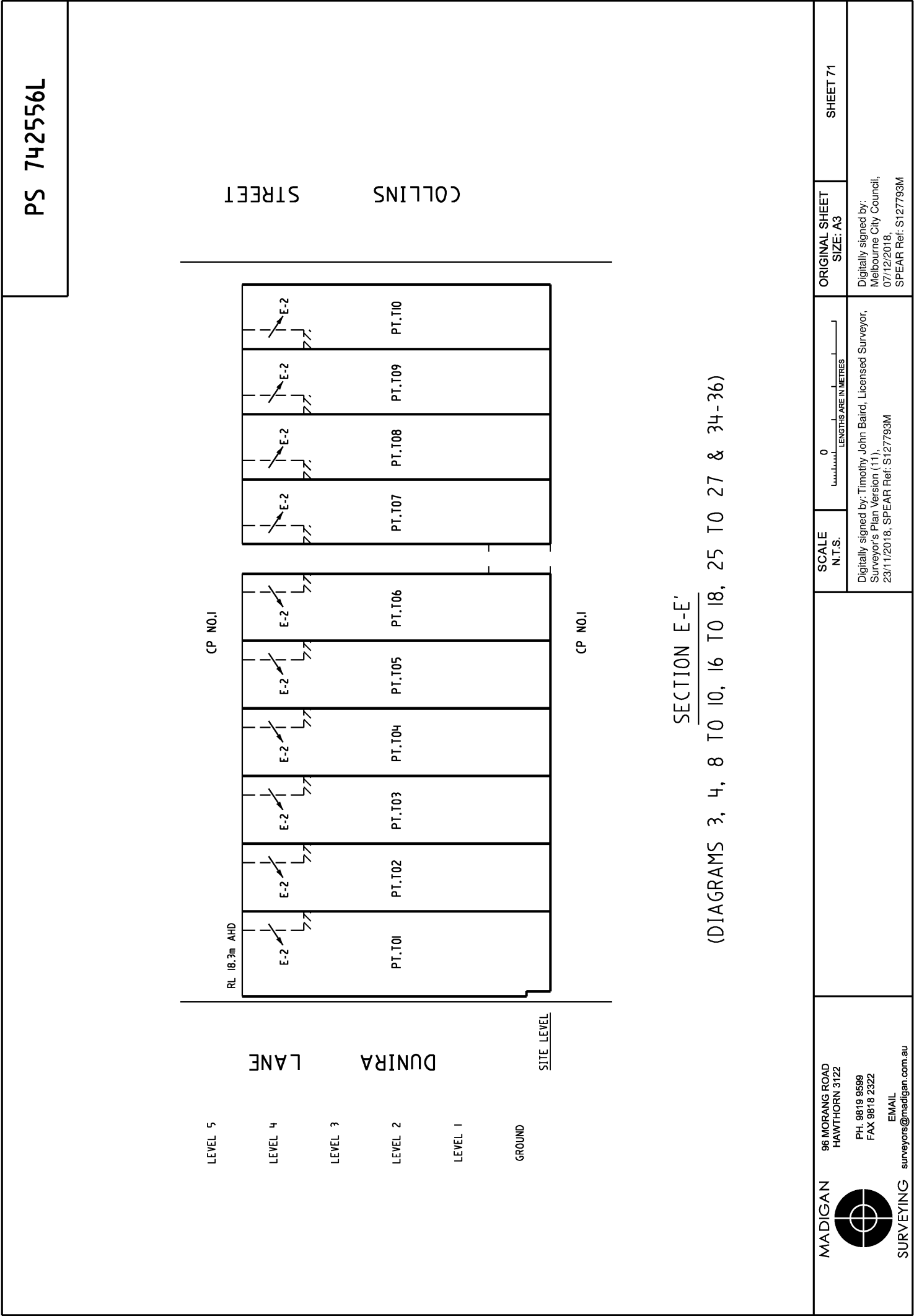
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SHEET 69

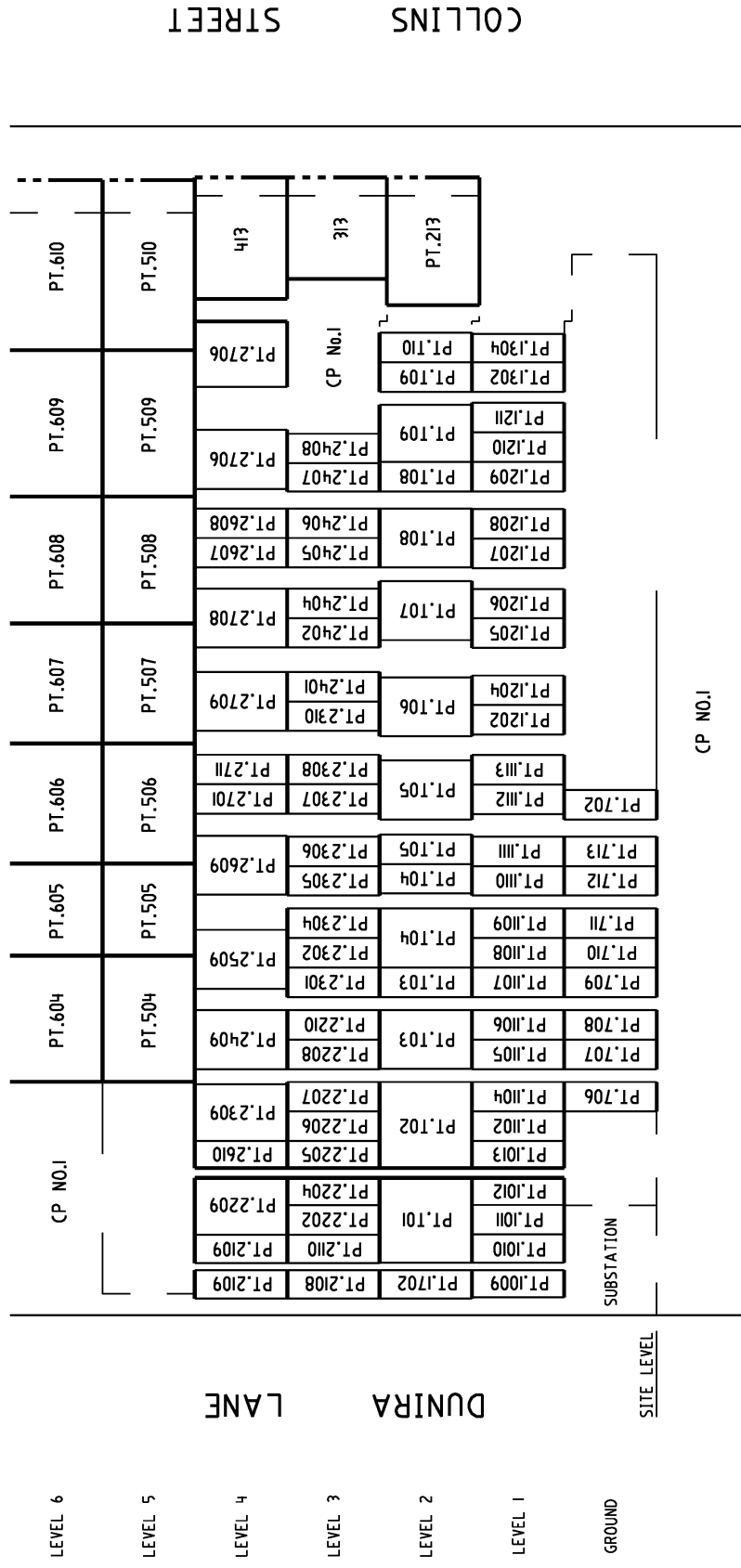
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07/12/2018,  
SPEAR Ref: S127793M



<div><div>MADIGAN</div><div></div><div><div>SURVEYING</div><div>surveyors@madigan.com.au</div></div></div> <div>96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9819 2322 EMAIL</div> <div>Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.</div>			SCALE N.T.S.	<div><div>0</div><div>LENGTHS ARE IN METRES</div></div>	ORIGINAL SHEET SIZE: A3	SHEET 70
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (11), 23/11/2018, SPEAR Ref: S127793M		Digitally signed by: Melbourne City Council, 07/12/2018, SPEAR Ref: S127793M			




SEE SHEET 73 FOR CONTINUATION



## SECTION F-F'

(DIAGRAMS 3 TO 5, 8 TO 12, 16 TO 21, 25 TO 30, 34 TO 39 & 43 TO 67)

TYPICAL LEVEL 4 - LOTS PT.2708 &amp; PT.2709

<div> <div>  </div> <div> <div>MADIGAN</div> <div>96 MORANG ROAD HAWTHORN 3122</div> <div> <div>PH: 9819 9599</div> <div>FAX 9818 2322</div> </div> <div> <div>SURVEYING</div> <div>surveys@madigan.com.au</div> </div> </div> </div>	<div> <div>SCALE</div> <div>N.T.S.</div> </div>		<div> <div>0</div> <div>LENGTHS ARE IN METRES</div> </div>		<div>ORIGINAL SHEET</div> <div>SIZE: A3</div>	<div>SHEET 72</div>
	<div> <div>Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (11), 23/11/2018, SPEAR Ref: S127793M</div> <div>Digitally signed by: Melbourne City Council, 07/12/2018, SPEAR Ref: S127793M</div> </div>					

PS 742556L

ROOF  
 LEVEL 28  
 LEVEL 27  
 LEVEL 26  
 LEVEL 25  
 LEVEL 24  
 LEVEL 23  
 LEVEL 22  
 LEVEL 21  
 LEVEL 20  
 LEVEL 19  
 LEVEL 18  
 LEVEL 17  
 LEVEL 16  
 LEVEL 15  
 LEVEL 14  
 LEVEL 13  
 LEVEL 12  
 LEVEL 11  
 LEVEL 10  
 LEVEL 9  
 LEVEL 8  
 LEVEL 7  
 LEVEL 6  
 LEVEL 5

DUNIRA LANE

CP NO.1						
PT.2703	PT.2704	PT.2705	PT.2706	PT.2707	PT.2708	PT.2709
PT.2604	PT.2605	PT.2606	PT.2607	PT.2608		
PT.2504	PT.2505	PT.2506	PT.2507	PT.2508		
PT.2404	PT.2405	PT.2406	PT.2407	PT.2408		
PT.2304	PT.2305	PT.2306	PT.2307	PT.2308		
PT.2204	PT.2205	PT.2206	PT.2207	PT.2208		
PT.2104	PT.2105	PT.2106	PT.2107	PT.2108		
PT.2004	PT.2005	PT.2006	PT.2007	PT.2008		
PT.1904	PT.1905	PT.1906	PT.1907	PT.1908		
PT.1804	PT.1805	PT.1806	PT.1807	PT.1808		
PT.1704	PT.1705	PT.1706	PT.1707	PT.1708		
PT.1604	PT.1605	PT.1606	PT.1607	PT.1608		
PT.1504	PT.1505	PT.1506	PT.1507	PT.1508		
PT.1404	PT.1405	PT.1406	PT.1407	PT.1408		
PT.1304	PT.1305	PT.1306	PT.1307	PT.1308		
PT.1204	PT.1205	PT.1206	PT.1207	PT.1208	PROJECTION OF CEILING E-1	PROJECTION OF CEILING
PT.1104	PT.1105	PT.1106	PT.1107	PT.1108	PT.1109	PT.1110
PT.1004	PT.1005	PT.1006	PT.1007	PT.1008	PT.1009	PT.1010
PT.904	PT.905	PT.906	PT.907	PT.908	PT.909	PT.910
PT.804	PT.805	PT.806	PT.807	PT.808	PT.809	PT.810
PT.704	PT.705	PT.706	PT.707	PT.708	PT.709	PT.710
PT.604	PT.605	PT.606	PT.607	PT.608	PT.609	PT.610
PT.504	PT.505	PT.506	PT.507	PT.508	PT.509	PT.510

COLLINS STREET

SEE SHEET 72 FOR CONTINUATION

# SECTION F-F'

(DIAGRAMS 3 TO 5, 8 TO 12, 16 TO 21, 25 TO 30, 34 TO 39 &amp; 43 TO 67)

MADIGAN

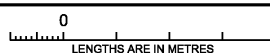


SURVEYING

96 MORANG ROAD  
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FAX 9818 2322

EMAIL  
surveyors@madigan.com.au

SCALE  
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ORIGINAL SHEET  
SIZE: A3

SHEET 73

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07/12/2018,  
SPEAR Ref: S127793M



PS 742556L

ROOF	CP NO.1			PROJECTION OF CEILING		
LEVEL 28				PT.270I	PT.270I	
LEVEL 27	PT.2702	PT.270I		PT.270I	PT.270I	
LEVEL 26	PT.2603	PT.2602	PT.260I	PT.260I	PT.2609	
LEVEL 25	PT.2503	PT.2502	PT.250I	PT.250I	PT.2509	
LEVEL 24	PT.2403	PT.2402	PT.240I	PT.240I	PT.2409	
LEVEL 23	PT.2303	PT.2302	PT.230I	PT.230I	PT.2309	
LEVEL 22	PT.2203	PT.2202	220I	PT.220I	PT.2209	
LEVEL 21	PT.2103	PT.2102	210I	PT.210I	PT.2109	
LEVEL 20	PT.2003	PT.2002	200I	PT.200I	PT.2009	
LEVEL 19	PT.1903	PT.1902	190I	PT.190I	PT.1909	
LEVEL 18	PT.1803	PT.1802	180I	PT.180I	PT.1809	
LEVEL 17	PT.1703	PT.1702	170I	PT.170I	PT.1709	PROJECTION OF CEILING
LEVEL 16	PT.1603	PT.1602	160I	PT.160I	PT.1609	E-I PROJECTION OF CEILING
LEVEL 15	PT.1503	PT.1502	150I	PT.150I	PT.1509	
LEVEL 14	PT.1403	PT.1402	140I	PT.140I	PT.1409	
LEVEL 13	PT.1303	PT.1302	130I	PT.130I	PT.1309	
LEVEL 12	PT.1203	PT.1202	120I	PT.120I	PT.1209	
LEVEL 11	PT.1103	PT.1102	110I	PT.110I	PT.1109	
LEVEL 10	PT.1003	PT.1002	100I	PT.100I	PT.1009	
LEVEL 9	PT.903	PT.902	90I	PT.90I	PT.909	
LEVEL 8	PT.803	PT.802	80I	PT.80I	PT.809	
LEVEL 7	PT.703	PT.702	70I	PT.70I	PT.709	
LEVEL 6	PT.603	PT.602	60I	PT.60I	PT.609	
LEVEL 5	PT.503	PT.502	50I	PT.50I	PT.509	

SEE SHEET 74 FOR CONTINUATION

### SECTION G-G'

(DIAGRAMS 3, 4, 6, 8 TO 10, 13, 14, 16 TO 18, 21 TO 23, 25 TO 27, 30 TO 32, 34 TO 36, 39 TO 41 & 43-67)

MADIGAN

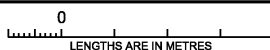


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surveyors@madigan.com.au

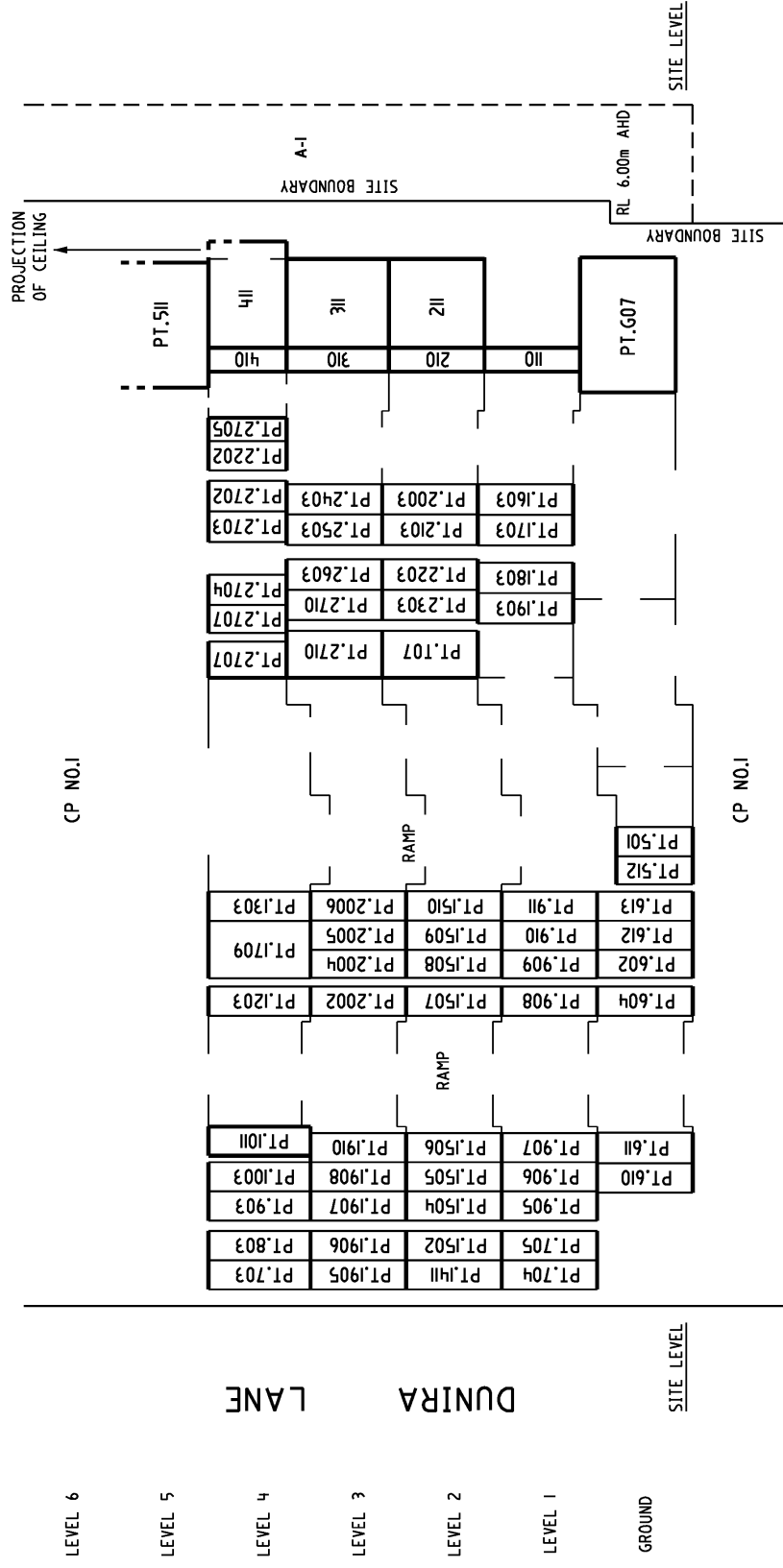
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Surveyor's Plan Version (11),  
23/11/2018, SPEAR Ref: S127793M

ORIGINAL SHEET  
SIZE: A3

SHEET 75

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SPEAR Ref: S127793M


PS 742556L



## SECTION H-H'

(DIAGRAMS 3, 4, 6, 8 TO 10, 13, 14, 16 TO 18, 22, 23, 25 TO 27, 31, 32, 34 TO 36 & 39 TO 41)

**MADIGAN**



**SURVEYING**

96 MORANG ROAD  
HAWTHORN 3122

PH. 9819 9599  
FAX 9818 2322

EMAIL  
[surveyors@madigan.com.au](mailto:surveyors@madigan.com.au)

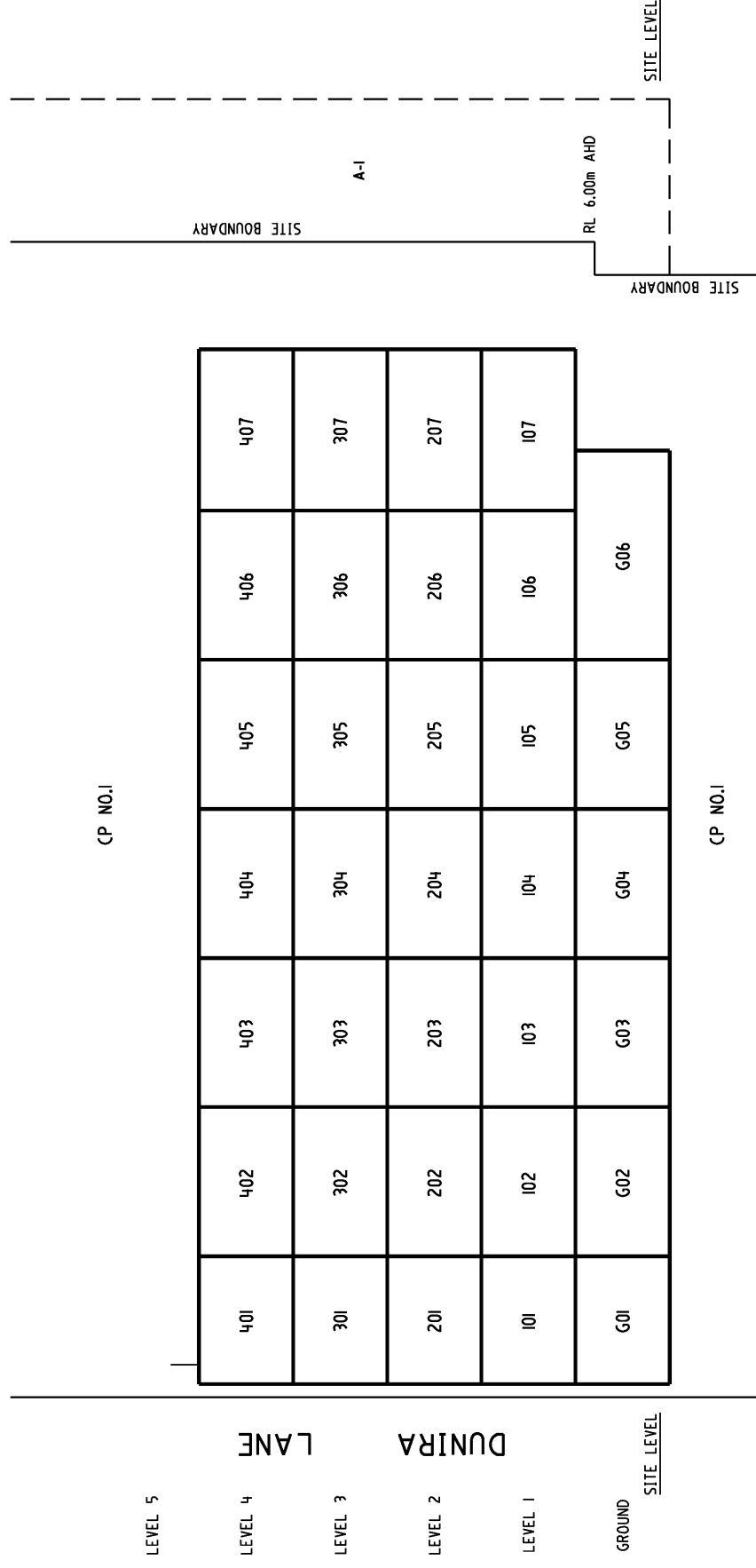
Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.

SCALE N.T.S.	0 1 2 3 4 5 6 7 8 9 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 76
<p>Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (11), 23/11/2018, SPEAR Ref: S127793M</p> <p>Digitally signed by: Melbourne City Council, 07/12/2018, SPEAR Ref: S127793M</p>			





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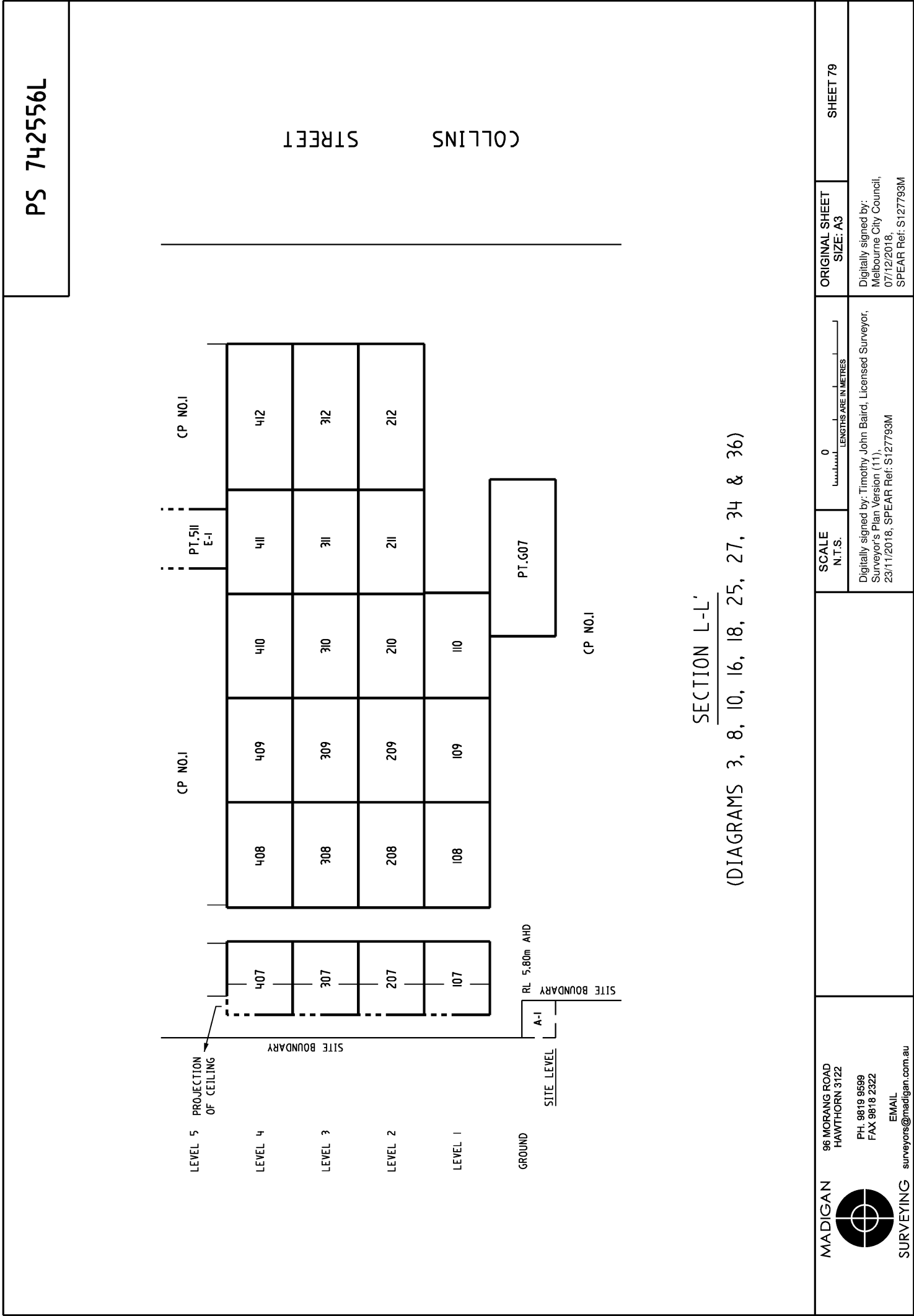


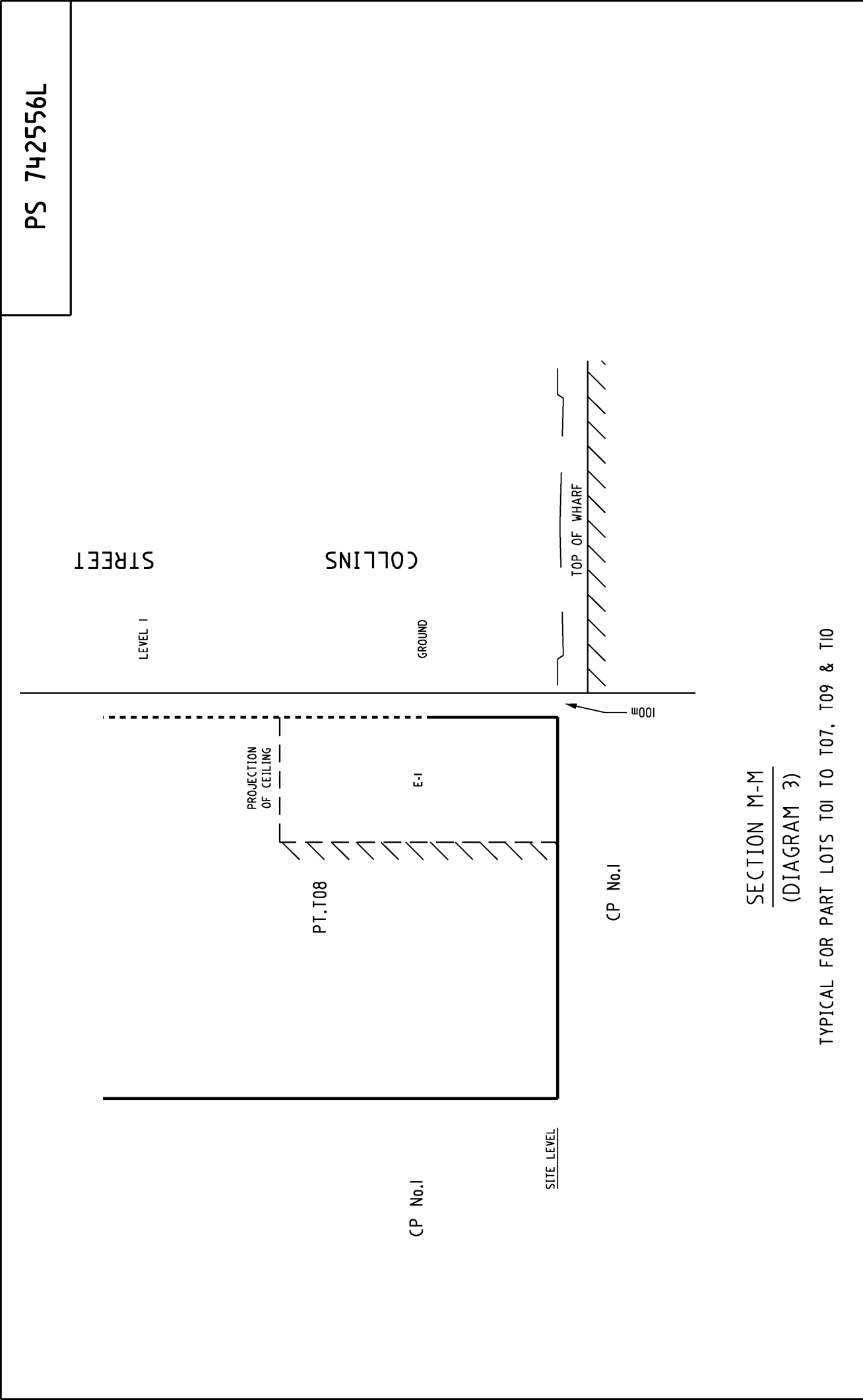
SECTION K-K'


---

(DIAGRAMS 3, 4, 8 TO 10, 16 TO 18, 25 TO 27 & 34 TO 36)

<b>MADIGAN</b>  <b>SURVEYING</b> <a href="mailto:surveyors@madigan.com.au">surveyors@madigan.com.au</a> <b>EMAIL</b>	<b>96 MORANG ROAD</b> <b>HAWTHORN 3122</b>  <b>PH. 9819 9599</b> <b>FAX 9818 2322</b>	<b>SCALE</b> <b>N.T.S.</b>		<b>ORIGINAL SHEET</b> <b>SIZE: A3</b>	<b>SHEET 78</b>
	<p>Digitally signed by: Timothy John Baird, Licensed Surveyor,          Surveyor's Plan Version (11),          23/11/2018, SPEAR Ref: S127793M</p> <p>Digitally signed by:          Melbourne City Council,          07/12/2018,          SPEAR Ref: S127793M</p>				





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	Amended by: Timothy John Baird, Licensed Surveyor 19/12/2018.		Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (11), 23/11/2018, SPEAR Ref: S127793M SPEAR Ref: S127793M			

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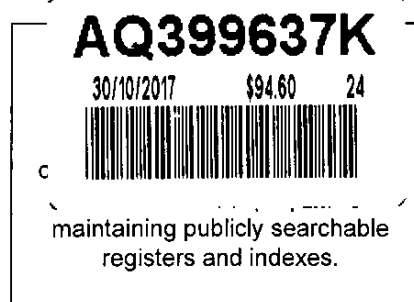
Document Type	<b>Instrument</b>
Document Identification	<b>AQ399637K</b>
Number of Pages (excluding this cover sheet)	<b>11</b>
Document Assembled	<b>01/03/2022 12:30</b>

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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**



Lodged by

Name: MINTERELLISON

Phone: (03) 8608 2000

Address: LEVEL 23, 525 COLLINS STREET, MELBOURNE VIC 3000

Reference: 1129123

Customer code: 0781Q

The responsible 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.

Land:(volume and folio)

VOLUME 11864 FOLIO 129

Responsible authority:(full name and address, including postcode)

DEVELOPMENT VICTORIA, LEVEL 9, 8 EXHIBITION STREET, VIC 3000

Section and act under which agreement is made:

SECTION 24(2) OF THE DOCKLANDS ACT 1991 (VIC)

A copy of the agreement is attached to this application:

Signing:

35271702A

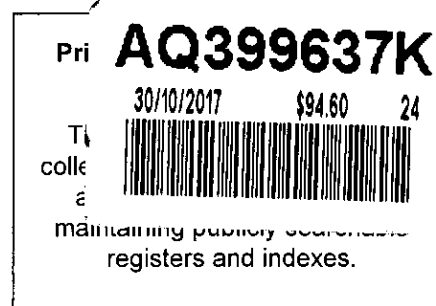
181PEA

Page 1 of 2

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**Application by a responsible authority for the  
making of a recording of an agreement**  
Section 181 Planning and Environment Act 1987



**Certifications**

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3.The Certifier has retained the evidence supporting this Registry Instrument or Document.
- 4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of DEVELOPMENT VICTORIA  
Signer Name DAVID CHIN  
Signer Organisation MINTERELLISON  
Signer Role AUSTRALIAN LEGAL PRACTITIONER  
Signature   
Execution Date 30/10/2017

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181PEA

Page 2 of 2

**THE BACK OF THIS FORM MUST NOT BE USED**

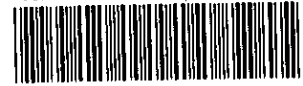
Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**AQ399637K**

30/10/2017

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Execution Version

# Registrable Agreement (Environmental) (Stage CW1 1 Collins Wharf)

Victoria Harbour Precinct, Docklands  
Area

---

Development Victoria (**Development Victoria**)

Lendlease Development Pty Limited (**Owner**)

## MinterEllison

Level 23 Rialto Towers 525 Collins Street Melbourne Vic 3000  
Australia DX 204 Melbourne  
T +61 3 8608 2000 F +61 3 8608 1000  
minterellison.com



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# Registrable Agreement (Environmental)

## (Stage CW1 (1 Collins Wharf))

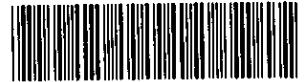
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**Date** 27 OCTOBER 2017

## Parties

**Name** **Development Victoria**  
**Notice details** Level 9, 8 Exhibition Street Melbourne Vic 3000  
Attention: Chief Executive Officer

**Name** **Lendlease Development Pty Limited**  
**ACN** 000 311 277  
**Short form name** **Owner**  
**Notice details** Level 14, Tower Three, International Towers Sydney  
Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000  
Facsimile: (02) 9383 8123  
Attention: Company Secretary

## Background

- A The Owner is or is entitled to be registered as proprietor of the Land.
- B The Owner is a party to the Sale Contract under which it has agreed to enter into this agreement.
- C The Land has been (or is to be) remediated by the Owner, or the Owner will procure that the Land is remediated.
- D A statement or certificate of environmental audit has been issued (or must be obtained) for the Land.
- E This agreement is an agreement under section 24(2) of the *Docklands Act 1991 (Vic)*.
- F The parties intend that Development Victoria 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. Definitions and interpretation

### 1.1 Defined terms

In this agreement:

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

**Business Day** means any day other than a Saturday, Sunday or public holiday in Melbourne.

**Contaminant** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance of any kind on, in or under land or water which makes or may make land or water unsafe, unfit or harmful for habitation, use or occupation by any person or animal or is such that any part of the land or water does not satisfy the criteria or standards published, or adopted by the Victorian Environment Protection Authority from time to time.

**Development Agreement** means the deed entitled '2011 Variation Deed' between the Owner, VicUrban and Lendlease Corporation Limited (ACN 000 226 228) dated 18 May 2011 (including the development agreement annexed to that deed as Annexure A) as varied by the '2013 Deed of Variation' between the Developer, Development Victoria and Lendlease Corporation Limited dated 4 July 2013, and as otherwise amended from time to time.

**Docklands Authority** means the Authority established by the *Docklands Act 1991* (Vic) for the purpose of facilitating the development of the Docklands Area.

**Government Agency** means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

**Land** means Lot S42 on Plan of Subdivision PS 545345Y being the whole of the land contained in Certificate of Title Volume 11864 Folio 129 and known as 915 Collins Street, Victoria Harbour Precinct, Docklands, 3008.

**Laws** means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations, by-laws, ordinances, orders, awards, proclamations and local laws of the Commonwealth, State, any local government or a Government Agency;
- (c) the Constitution of the Commonwealth;
- (d) binding requirements and mandatory approvals (including conditions) of the Commonwealth, the State or a Government Agency which have the force of law; and
- (e) guidelines of the Commonwealth, the State or a Government Agency which have the force of law.

**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.

**Sale Contract** means the contract of sale of the Land between Development Victoria and the Owner dated on or about the date of this agreement.

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

**VicUrban** is the predecessor in law to Development Victoria.

Subject to this agreement, terms capitalised in this agreement which are defined in the Development Agreement shall otherwise bear the meaning ascribed to each term respectively in the Development Agreement.

## 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;
- (g) a reference to VicUrban includes its successors and assigns (including its successors as responsible authority under the Act); and
- (h) a reference to Development Victoria includes its successors and assigns (including its successors as responsible authority under the Act).

## 2. Registered agreement

### 2.1 Purpose of this agreement

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

### 2.2 Development Victoria may register

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

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## **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.

## **3. Commencement**

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

## **4. Ending of agreement**

- (a) Subject to clause 4(b), this agreement will come to an end on the date agreed in writing between the parties.
- (b) The covenant given by the Owner under clause 5.4 runs with the Land with no limitation as to time.

## **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 Obligation to run with the Land**

The Owner agrees that any obligation imposed on it under this agreement takes effect as a covenant which is annexed to 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.

### **5.3 Registration**

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

### **5.4 Remediation**

- (a) The Owner agrees that if, as part of any development on or of any part of the Land, the Land is to be used for a different purpose than the purposes specified in the Master Plan (as defined in the Development Agreement), the Owner 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 environment hazard, it will not make any claim or demand on the State in any of its capacities or Development Victoria, its officers and agents in relation to any of the Owner's costs, expenses or losses incurred in undertaking the clean up or remediation measures; and
- (b) Clause 5.4(a) does not apply to the extent that the presence of any pollutant, Contaminant, waste, substance or environmental hazard referred to in clause 5.4(a) was caused or contributed to by the Docklands Authority or VicUrban after 24 September 1998.

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## **5.5 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 (except where the Owner is a trustee of a trust);
- (b) other than as referred to in this agreement, or disclosed by the usual searches, or disclosed in writing to Development Victoria 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.

## **5.6 Trust**

If the Owner executes this agreement as trustee of any trust, the Owner contracts personally and in its capacity as trustee of the trust. 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. Development Victoria's covenant**

As soon as reasonably practicable after the ending of this agreement, Development Victoria 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 Laws of the State of Victoria.

### **7.2 General acknowledgment**

The parties acknowledge that any obligation imposed upon Development Victoria under this agreement does not fetter the future exercise of any statutory discretion by Development Victoria 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 Development Victoria.

### **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 Development Victoria 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.



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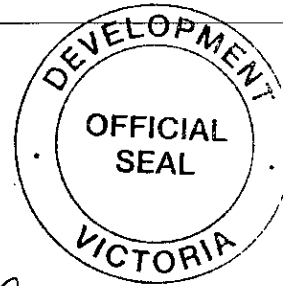
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## Signing page

**EXECUTED** as a deed



The official seal of Development Victoria is affixed in accordance with the *Development Victoria Act 2003* in the presence of:

Signature of Chief Executive Officer

**GREGORY ANDERSON**

Name of Chief Executive Officer

Signature of General Counsel

**ANGELA SKANDARAJAH**

Name of General Counsel

Executed by **Lendlease Development Pty Limited (ACN 000 311 277)** by its attorneys under power of attorney dated 28 June 2017 who each declare that he/she has no notice of revocation of the power of attorney, in the presence of:

Signature of witness

Name of witness (print)

Signature of witness

Name of witness (print)

Signature of attorney

Name of attorney (print)

Signature of attorney

Name of attorney (print)





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 21/02/2022 11:34:48 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS742556L**

The land in PS742556L is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 110, 201 - 213, 301 - 313, 401 - 413, 501 - 513, 601 - 613, 701 - 713, 801 - 813, 901 - 913, 1001 - 1013, 1101 - 1113, 1201 - 1211, 1301 - 1311, 1401 - 1411, 1501 - 1511, 1601 - 1610, 1701 - 1710, 1801 - 1810, 1901 - 1910, 2001 - 2010, 2101 - 2110, 2201 - 2210, 2301 - 2310, 2401 - 2410, 2501 - 2510, 2601 - 2610, 2701 - 2711, G01, G02, G03, G04, G05, G06, G07, T01, T10, T02, T03, T04, T05, T06, T07, T08, T09.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

WHITTLES SUITE 125 LEVEL 1 838 COLLINS STREET DOCKLANDS VIC 3008

OC042067E 20/12/2018

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. OC042068C 20/12/2018

### Additional Owners Corporation Information:

OC042067E 20/12/2018

### Notations:

Nil

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	54	54
Lot 102	42	42
Lot 103	42	42
Lot 104	42	42



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS742556L**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 105	42	42
Lot 106	42	42
Lot 107	46	46
Lot 108	44	44
Lot 109	44	44
Lot 110	44	44
Lot 201	54	54
Lot 202	42	42
Lot 203	42	42
Lot 204	42	42
Lot 205	42	42
Lot 206	42	42
Lot 207	46	46
Lot 208	44	44
Lot 209	44	44
Lot 210	44	44
Lot 211	44	44
Lot 212	57	57
Lot 213	66	66
Lot 301	54	54
Lot 302	42	42
Lot 303	42	42
Lot 304	42	42
Lot 305	42	42
Lot 306	42	42
Lot 307	46	46
Lot 308	44	44
Lot 309	44	44
Lot 310	44	44



# Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 1**  
**PLAN NO. PS742556L**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 311	44	44
Lot 312	57	57
Lot 313	51	51
Lot 401	54	54
Lot 402	42	42
Lot 403	42	42
Lot 404	42	42
Lot 405	42	42
Lot 406	42	42
Lot 407	46	46
Lot 408	44	44
Lot 409	44	44
Lot 410	44	44
Lot 411	44	44
Lot 412	57	57
Lot 413	66	66
Lot 501	52	52
Lot 502	66	66
Lot 503	93	93
Lot 504	76	76
Lot 505	53	53
Lot 506	72	72
Lot 507	72	72
Lot 508	77	77
Lot 509	73	73
Lot 510	89	89
Lot 511	83	83
Lot 512	62	62
Lot 513	73	73



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS742556L**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 601	52	52
Lot 602	66	66
Lot 603	93	93
Lot 604	76	76
Lot 605	53	53
Lot 606	72	72
Lot 607	72	72
Lot 608	77	77
Lot 609	73	73
Lot 610	89	89
Lot 611	83	83
Lot 612	62	62
Lot 613	73	73
Lot 701	52	52
Lot 702	66	66
Lot 703	93	93
Lot 704	76	76
Lot 705	53	53
Lot 706	72	72
Lot 707	72	72
Lot 708	77	77
Lot 709	73	73
Lot 710	89	89
Lot 711	83	83
Lot 712	62	62
Lot 713	73	73
Lot 801	52	52
Lot 802	66	66
Lot 803	93	93



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**OWNERS CORPORATION 1**  
**PLAN NO. PS742556L**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 804	76	76
Lot 805	53	53
Lot 806	72	72
Lot 807	72	72
Lot 808	77	77
Lot 809	73	73
Lot 810	89	89
Lot 811	83	83
Lot 812	62	62
Lot 813	73	73
Lot 901	52	52
Lot 902	66	66
Lot 903	93	93
Lot 904	76	76
Lot 905	53	53
Lot 906	72	72
Lot 907	72	72
Lot 908	77	77
Lot 909	73	73
Lot 910	89	89
Lot 911	83	83
Lot 912	62	62
Lot 913	73	73
Lot 1001	52	52
Lot 1002	66	66
Lot 1003	93	93
Lot 1004	76	76
Lot 1005	53	53
Lot 1006	72	72



# Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 1**  
**PLAN NO. PS742556L**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1007	72	72
Lot 1008	77	77
Lot 1009	73	73
Lot 1010	89	89
Lot 1011	83	83
Lot 1012	62	62
Lot 1013	73	73
Lot 1101	52	52
Lot 1102	66	66
Lot 1103	93	93
Lot 1104	76	76
Lot 1105	53	53
Lot 1106	72	72
Lot 1107	72	72
Lot 1108	77	77
Lot 1109	73	73
Lot 1110	89	89
Lot 1111	83	83
Lot 1112	62	62
Lot 1113	73	73
Lot 1201	52	52
Lot 1202	66	66
Lot 1203	93	93
Lot 1204	76	76
Lot 1205	53	53
Lot 1206	72	72
Lot 1207	72	72
Lot 1208	80	80
Lot 1209	78	78



# Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 1**  
**PLAN NO. PS742556L**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1210	72	72
Lot 1211	73	73
Lot 1301	52	52
Lot 1302	66	66
Lot 1303	93	93
Lot 1304	76	76
Lot 1305	53	53
Lot 1306	72	72
Lot 1307	72	72
Lot 1308	80	80
Lot 1309	78	78
Lot 1310	72	72
Lot 1311	73	73
Lot 1401	52	52
Lot 1402	66	66
Lot 1403	93	93
Lot 1404	76	76
Lot 1405	53	53
Lot 1406	72	72
Lot 1407	72	72
Lot 1408	80	80
Lot 1409	78	78
Lot 1410	72	72
Lot 1411	73	73
Lot 1501	52	52
Lot 1502	66	66
Lot 1503	93	93
Lot 1504	76	76
Lot 1505	53	53



# Department of Environment, Land, Water & Planning

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**OWNERS CORPORATION 1**  
**PLAN NO. PS742556L**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1506	72	72
Lot 1507	72	72
Lot 1508	80	80
Lot 1509	78	78
Lot 1510	72	72
Lot 1511	73	73
Lot 1601	52	52
Lot 1602	66	66
Lot 1603	93	93
Lot 1604	76	76
Lot 1605	53	53
Lot 1606	72	72
Lot 1607	72	72
Lot 1608	80	80
Lot 1609	97	97
Lot 1610	73	73
Lot 1701	52	52
Lot 1702	66	66
Lot 1703	93	93
Lot 1704	76	76
Lot 1705	53	53
Lot 1706	72	72
Lot 1707	72	72
Lot 1708	80	80
Lot 1709	97	97
Lot 1710	73	73
Lot 1801	52	52
Lot 1802	66	66
Lot 1803	93	93





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS742556L**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1804	76	76
Lot 1805	53	53
Lot 1806	72	72
Lot 1807	72	72
Lot 1808	80	80
Lot 1809	97	97
Lot 1810	73	73
Lot 1901	52	52
Lot 1902	66	66
Lot 1903	93	93
Lot 1904	76	76
Lot 1905	53	53
Lot 1906	72	72
Lot 1907	72	72
Lot 1908	80	80
Lot 1909	97	97
Lot 1910	73	73
Lot 2001	52	52
Lot 2002	66	66
Lot 2003	93	93
Lot 2004	76	76
Lot 2005	53	53
Lot 2006	72	72
Lot 2007	72	72
Lot 2008	80	80
Lot 2009	97	97
Lot 2010	73	73
Lot 2101	52	52
Lot 2102	66	66



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS742556L**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2103	93	93
Lot 2104	76	76
Lot 2105	53	53
Lot 2106	72	72
Lot 2107	72	72
Lot 2108	80	80
Lot 2109	97	97
Lot 2110	73	73
Lot 2201	52	52
Lot 2202	66	66
Lot 2203	93	93
Lot 2204	76	76
Lot 2205	53	53
Lot 2206	72	72
Lot 2207	72	72
Lot 2208	80	80
Lot 2209	97	97
Lot 2210	73	73
Lot 2301	52	52
Lot 2302	66	66
Lot 2303	93	93
Lot 2304	76	76
Lot 2305	53	53
Lot 2306	72	72
Lot 2307	72	72
Lot 2308	80	80
Lot 2309	97	97
Lot 2310	73	73
Lot 2401	52	52



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 21/02/2022 11:34:48 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS742556L**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2402	66	66
Lot 2403	93	93
Lot 2404	76	76
Lot 2405	53	53
Lot 2406	72	72
Lot 2407	72	72
Lot 2408	80	80
Lot 2409	97	97
Lot 2410	73	73
Lot 2501	52	52
Lot 2502	66	66
Lot 2503	93	93
Lot 2504	76	76
Lot 2505	53	53
Lot 2506	72	72
Lot 2507	72	72
Lot 2508	80	80
Lot 2509	97	97
Lot 2510	73	73
Lot 2601	52	52
Lot 2602	66	66
Lot 2603	93	93
Lot 2604	76	76
Lot 2605	53	53
Lot 2606	72	72
Lot 2607	72	72
Lot 2608	80	80
Lot 2609	97	97
Lot 2610	73	73



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 21/02/2022 11:34:48 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS742556L**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2701	76	76
Lot 2702	124	124
Lot 2703	119	119
Lot 2704	103	103
Lot 2705	103	103
Lot 2706	100	100
Lot 2707	99	99
Lot 2708	103	103
Lot 2709	106	106
Lot 2710	97	97
Lot 2711	73	73
Lot G01	54	54
Lot G02	42	42
Lot G03	42	42
Lot G04	42	42
Lot G05	42	42
Lot G06	60	60
Lot G07	64	64
Lot T01	221	177
Lot T10	200	160
Lot T02	199	159
Lot T03	199	159
Lot T04	200	160
Lot T05	200	160
Lot T06	203	162
Lot T07	197	158
Lot T08	192	154
Lot T09	192	154
<b>Total</b>	<b>23515.00</b>	<b>23115.00</b>



# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

Produced: 21/02/2022 11:34:48 AM

<b>OWNERS CORPORATION 1</b> <b>PLAN NO. PS742556L</b>
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From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

28/02/22

LEVEL 5, NORTH TOWER  
459 COLLINS STREET  
MELBOURNE VIC 3000

Dear Sir/Madam

**RE:** PLAN OF SUBDIVISION NO. 742556L  
915 COLLINS STREET, DOCKLANDS  
ABN: 41405950134  
Lot: 810  
Address known as: UNIT 810, 915 COLLINS STREET, DOCKLANDS  
OWNER: Mr J C C Chu

The following details are provided pursuant to your request for information under the Owners Corporations Regulations 2018 - Regulations 15, 16 & 17 and Owners Corporations Act 2006 - Section 151.

**1. Financial Status of the Lot Owner:**

The contribution payable to the Administration Fund is currently \$1,541.00 per quarter paid to 30/04/22. GST is included within this contribution.

The contribution payable to the Maintenance Fund is currently \$0.00.

Arrears are as follows:

Admin Fund: \$0.00                      Interest: \$13.50 Due: 02/12/2022

TOTAL ARREARS ARE: \$13.50 as at 28/02/2022.

**2. Special Levies**

No special levies payable

Future Dated Levies - N/A.

*Default interest is applied to overdue levies.*

The owners corporation has performed, or is about to perform, the following repairs, maintenance or other work or act which may incur additional charges to those set out above: NIL

Please refer to Minutes of Corporation Meetings and other enclosures for other known liabilities.

### **3. Insurance Details**

Underwriting Agency	Chubb Insurance Australia Limited
Underwriter	Chubb Insurance
Broker	MGA Insurance Brokers
Policy Number	02GS024989
Expiry Date	01/02/2023
Building / Common Property Cover	\$212,100,000 Excess \$1,000 each and every claim
Legal Liability	\$50,000,000 Excess
Office Bearer's Liability	\$5,000,000
Catastrophe Cover	\$31,500,000
Flood Cover	\$2,500,000
Machinery Breakdown	\$100,000 Excess
Appeal Expenses	\$150,000
Crime Insurance	\$100,000
Loss of Rent/Temporary Accommodation	\$72,000,000
Money	\$10,000
Professional Expenses	\$30,000
Voluntary Workers	\$200,000

The members of the owners corporation have NOT resolved that the members may arrange their own insurance cover under section 63 of the Act.

### **4. Financial Status of the Owners Corporation**

The corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	\$665,484.67CR
Maintenance Fund	\$0.00

### **5. Owners Corporation Liabilities**

Details of any owners corporation liabilities in addition to any such liabilities specified in the Financial Status of the Lot Owner: N/A

## **6. Details of Owners Corporations Current Agreements, Leases, Licences & Contracts**

The owners corporation has not granted any lease or licence, or has any agreements affecting the common property except for the following;

### **6.1 Management Agreement**

Agreement is between Owners Corporation 1 on Plan of Subdivision PS742556L and Whittles Australia Pty Ltd for the provision of strata management services.

### **6.2 Gas Agreement**

Common Area Agreement is between Owners Corporation 1 on Plan of Subdivision PS742556L and Energy Australia Pty Ltd for the provision of 'common area gas' at No. 1 Collins Wharf.

### **6.3 Electricity Agreement**

Common Area Agreement is between Owners Corporation 1 on Plan of Subdivision PS742556L and Energy Australia Pty Ltd for the provision of 'common area power' at No. 1 Collins Wharf.

### **6.4 Common Water Agreement**

Agreement is between Owners Corporation 1 on Plan of Subdivision PS742556L and City West Water for the provision of 'common area water' at No. 1 Collins Wharf.

### **6.5 Embedded Network**

Owners Corporation 1 on Plan of Subdivision PS742556L accepted responsibility for the existing agreement in place on behalf of the Owners Corporation for the provision of the embedded network for the building.

### **6.6 Citipower Agreement for Lease (Lease No. X9285)**

Agreement is between Owners Corporation 1 on Plan of Subdivision PS742556L and Citipower Pty Ltd.

### **6.7 Lift Maintenance Agreement**

Agreement is between Owners Corporation 1 on Plan of Subdivision PS742556L and Schindler Lifts Australia Pty Ltd with regard to the provision of maintenance services of the lifts.

### **6.8 Fire Alarm Monitoring**

Agreement is between Owners Corporation 1 on Plan of Subdivision PS742556L and ADT Fire Monitoring.

### **6.9 Cleaning Contract - SNL**

Contract is between Owners Corporation 1 on Plan of Subdivision PS742556L and SNL Commercial Property Services for the provision of cleaning services to the site.

### **6.10 Building Manager - FMV**

Agreement is between Owners Corporation 1 on Plan of Subdivision PS742556L and Facility Management Services Pty Ltd for the provision of building management services.

### **6.11 Concierge - FMV**

Agreement is between Owners Corporation 1 on Plan of Subdivision PS742556L and Facility Management Services Pty Ltd for the provision of concierge services.

### **6.12 Technogym Equipment**

Agreement is between Owners Corporation 1 on Plan of Subdivision PS742556L and Technogym Australia Pty Ltd with regard to the provision of maintenance of the gymnasium equipment.



#### 6.13 Management Software

Owners Corporation 1 on Plan of Subdivision PS742556L has entered into a management software agreement.

#### 6.14 Signage Licence

Licence is between Owners Corporation 1 on Plan of Subdivision PS742556L and Lendlease Development Pty Ltd in respect of existing Lot G07 for 20 years.

#### 6.15 Access Licence

Licence is between Owners Corporation 1 on Plan of Subdivision PS742556L and Lendlease Development Pty Ltd in respect of access to lot 1609 for 99 years.

### **7. Service to Members and Occupiers**

The owners corporation has not made any agreement to provide services to members and occupiers and the public.

### **8. Details of Notices or Orders Served on the Owners Corporations**

No notices or orders have been served on the owners corporation in the last 12 months.

### **9. Details of Legal Proceedings**

There are no known legal proceedings known at this time to which the owners corporation is a party.

### **10. Appointed Manager**

The owners corporation has resolved to appoint Whittles Australia Pty. Ltd., Level 1, 838 Collins Street, Docklands, Victoria 3008 as manager.

### **11. Administrator**

An administrator has not been appointed for the owners corporation and there has been no proposal for the appointment of an administrator.

### **12. Enclosures**

- Budget
- Minutes of the most recent annual general meeting.
- Owners Corporation Rules
- Owner Statement
- Prescribed statement in Schedule 3

### **13. Records**

The corporation's records of accounts, minutes and other prescribed documentary material are available for inspection at our offices at Level 1, 838 Collins Street, Docklands, Victoria 3008 during normal working hours.

#### **14. Special Notes**

Information to all Lots: No information.

Specific Information relating to lot 810: N/A.

Conveyancers should note that it is the Lot holder's legal responsibility to notify the owners corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Lot.

This statement is issued on the basis that any payment by the Lot holder by cheque or otherwise will be honoured at the first presentation.

This statement does not take into account any decisions or transactions of the Corporation at or subsequent to its issue.

*The details provided are, to the best of our knowledge, accurate to this date. Conveyancers/Solicitors are advised to obtain a written update prior to settlement, at the prescribed fee as per the Owners Corporation Act.*

*Payment of Owners Corporation Contributions or Special Levy at time of settlement via PEXA can be paid as per the below BPAY details:*

**BPAY BILLER CODE: 96503**

**Reference: 3052089448102**

*Please contact Nathan Lockett on 03 8632-3300  
or [nathan.lockett@whittles.com.au](mailto:nathan.lockett@whittles.com.au)*

Executed for and on behalf of PLAN OF SUBDIVISION NO. 742556L



Signature

Nathan Lockett  
Strata Manager

Full Name

WHITTLES AUSTRALIA PTY LTD (ABN 78 139 486 678)

On behalf of the Corporation 28/02/2022

**PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED**

TO: Whittles  
PO Box 108, Port Melbourne, VIC 3207

**SETTLEMENT DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

Purchaser 2:

\_\_\_\_\_  
First & Second Names

\_\_\_\_\_  
First & Second Names

\_\_\_\_\_  
Surname

\_\_\_\_\_  
Surname

(All names IN FULL)

**TELEPHONE NUMBERS:**

HOME:

WORK:\_\_\_\_\_

MOBILE:\_\_\_\_\_ EMAIL:\_\_\_\_\_

**CORRESPONDENCE TO BE FORWARDED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCOUNTS TO BE FORWARDED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BROKER:**

InfoTrack Melbourne  
LEVEL 5, NORTH TOWER, 459 COLLINS STREET, MELBOURNE

PLAN OF SUBDIVISION NO. 742556L  
915 COLLINS STREET, DOCKLANDS  
Lot: 810  
OWNER: Mr J C C Chu

# TAX INVOICE

28/02/2022

**Whittles Australia Pty Ltd**  
**ABN 78 139 486 678**  
**PO Box 108**  
**Port Melbourne VIC 3207**

InfoTrack Melbourne  
LEVEL 5, NORTH TOWER  
459 COLLINS STREET  
MELBOURNE VIC 3000

**DESCRIPTION:** Searching and completing document for provisions of  
Section 151 of the Owners Corporations Act 2006, Lot : 810 at  
915 COLLINS STREET, DOCKLANDS

PLAN OF SUBDIVISION NO. 742556L

**FEE:** As prescribed \$144.89 PAID  
Plus 10% GST \$14.48 PAID

**TOTAL DUE:** \_\_\_\_\_

**OWNER:** Mr J C C Chu

With Compliments

**Schedule 3**  
**Statement of advice and information for prospective purchasers and lot owners**

Regulation 17

**What is an owners corporation?**

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

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

**How are decisions made by an owners corporation?**

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

**Owners corporation rules**

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

**Lot entitlement and lot liability**

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

**Further information**

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

**Management of an owners corporation**

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

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

# OWNER STATEMENT

Plan Of Subdivision No. 7425561, 915 Collins Street, Docklands  
Unit 810 : CHU021 Mr J Chu

## BILLINGS THROUGH THE PERIOD 28/02/21 - 28/02/22

Date	Levy Description	Period	Amount Invoiced	Payments Allocated	Receipted	Balance
22/03/21	577990: (A) Contributions	01/05/21 to 31/07/21	\$1,541.00	\$1,541.00	04/05/21	\$0.00
21/06/21	641848: (A) Contributions	01/08/21 to 31/10/21	\$1,541.00	\$1,541.00	10/08/21	\$0.00
20/09/21	700032: (A) Contributions	01/11/21 to 31/01/22	\$1,541.00	\$1,541.00	05/01/22	\$0.00
22/11/21	738892: (A) Final notice fee	Admin Final Notice Fee 22/11/21	\$44.00	\$44.00	05/01/22	\$0.00
15/12/21	746663: (A) Contributions arrears	Interest On Overdue Levies To 02/12/21	\$13.50			
15/12/21	756151: (A) Contributions	01/02/22 to 30/04/22	\$1,541.00	\$1,541.00	01/02/22	\$0.00
<b>Totals</b>			<b>\$6,221.50</b>	<b>\$6,208.00</b>		<b>\$13.50</b>

## PAYMENTS RECEIVED ON THE FOLLOWING DATES

04/05/21	\$1,541.00
10/08/21	\$1,541.00
05/01/22	\$1,585.00
01/02/22	\$1,541.00
<b>Total Payments</b>	<b>\$6,208.00</b>

Dear Owner,

We are pleased to enclose a copy of the Minutes of the recent Annual General Meeting for PLAN OF SUBDIVISION NO. 742556L, at 915 COLLINS STREET, DOCKLANDS.

The Management and staff appreciate your confidence in appointing Whittles as your Owners Corporation Managers for the coming year, and assure you of our diligent and professional attention to the Corporations affairs.

Should at any time you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully,



Nathan Lockett  
Strata Manager



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**MINUTES**  
***of the Annual General Meeting***

*of*

***PLAN OF SUBDIVISION NO. 742556L***  
***915 COLLINS STREET, DOCKLANDS***

*held*

*at Whittles Australia Pty Ltd*  
*Meeting room G, 838 Collins Street*  
*Docklands*  
*Victoria 3008*

*on Thursday, 22 April 2021 at 3:00 PM*

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**PRESENT**

In Person

Lot 2101     Mr H T Li  
Lot 2504     Mr S S S Borzecki

By Proxy with written voting instructions

Lot 1303     Mr T Tang represented by proxy to Nathan Lockett  
Lot 1510     Mr P Y Chang represented by proxy to Nathan Lockett  
Lot 2501     Australia Asia Pacific Golf Management Group Pty Ltd  
                 represented by proxy to Mr Jason Xu

In Attendance

Nathan Lockett representing Whittles Australia Pty Ltd, Stuart Thomson and Ashley Wakefield from FMV.

**PROCEEDINGS**

**Appointment of Chairperson**

It was resolved that the Corporation Manager was to assist by conducting the meeting.

**Quorum**

The Strata Manager declared that a quorum was not present and advised that the meeting under Section 78 of The Owners Corporations Act 2006 may proceed with all Ordinary resolutions passed at the meeting being adopted as Interim Resolutions.

It was noted that in accordance with The Owners Corporations Act 2006, (herein referred to as the "Act") interim resolutions of the Owners Corporation become resolutions of the owners corporation 29 days from the date of the interim resolutions. (S.78(4)(a)).

**Declaration of Interest**

All owners or their nominees, are reminded that they are required to advise the meeting if they have any

direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.

### **1. Confirmation of the Minutes & Business Arising from the Previous Meeting**

The minutes of the last Annual General Meeting held on 15th October and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

### **2. Reports**

#### **Strata Managers Report**

It was resolved the report from the Strata Manager, as circulated to all Lot Owners, was discussed and accepted by the meeting.

#### **Building Managers Report**

It was resolved the report from Resident Manager, as circulated to all Lot Owners, was discussed and accepted by the meeting.

### **3. Financial Statement(s) Review**

It was resolved the audited Statement of Accounts for the financial year ended from February 2020 to January 2021, which have been circulated to all members, is accepted.

Note: Should you have any queries regarding the financial statement and balance sheet, please advise the Strata Manager, at least 48 hours prior to the meeting to enable the answer to be provided at the meeting.

### **4. Election of Office Holder and Committee**

#### **Election of Committee**

Elaine Seit, Ellen Chan, Elvis Ng, William Wong, Alex Mudge, Billy Chang, Jason Xu and Stefan Borzecki.

#### **Election of Secretary - Whittles**

The Chairperson will be elected in the first committee meeting scheduled after the AGM.

### **5. Delegation of Powers to the Committee**

It was resolved in accordance with Section 11 of the Owners Corporations Act 2006, the owners corporation resolved to delegate all powers that are capable of being delegated to the committee to make decisions on behalf of the owners corporation.

Note: Powers and functions that require a unanimous or special resolution of the owners corporation can not be delegated.

### **6. Current Insurance Details**

The Corporation's current policy details are as follows:

Underwriting Agency	Chubb Insurance Co of Australia Ltd	
Underwriter	Chubb Insurance	
Broker	MGA Insurance Brokers	
Policy Number	0 2 G S 0 2 4 989	
Expiry Date	01/02/2022	
Building / Common Property Cover	\$212,100,000	Excess \$1,000 Excess (exclusions and special excesses ap
Legal Liability	\$20,000,000	Excess

Office Bearer's Liability	Not Held	
Catastrophe Cover	\$ 31,500,000	
Flood Cover	\$ 2,500,000	
Machinery Breakdown	5kw \$25,000	Excess
Appeal Expenses	\$150,000 in the aggregate any one period	
Crime Insurance	\$100,000 in the aggregate any one period	Excess \$1,000 each and every claim
Government Audit Costs		
Legal Defence Expenses		
Loss of Rent/Temporary Accommodation	\$ 72,000,000	
Lot Owners Fixtures & Fittings		
Voluntary Workers	\$200,000 Each occurrence limit, \$ 500,000 Aggregate	
Notes	Earthquake, subterranean fire or volcanic eruption - \$20,000 or an amount equal to 1% of the total Declared Values at the situation damage occurs whichever is the lesser Terrorism - As per ARPCA Public Utilities and Restriction on the use of the Insured's Premises - 24 Hours All Other - \$1,000 each and every claim Water Damage including any discharge, leakage and or escape of any liquid whatsoever, however so occurring and or any resultant loss whatsoever \$10,000 each and every claim	

**7. Insurance Renewal**

MGA Insurance Brokers

Whittles has appointed MGA Insurance Brokers Pty Ltd to act on behalf of all Owners Corporations for the purpose of renewing all compulsory insurance. MGA Insurance Brokers Pty Ltd have provided a full time Authorised Representative to work with Whittles to support all enquiries and claims.

Note: a full product disclosure statement containing important information to help you understand this insurance may be requested via the office of Whittles Australia Pty Ltd and/or the underwriters direct.

It was resolved that the Strata Manager arrange renewal of the Owners Corporation's insurance with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles and Millennium Underwriting Agencies Pty Ltd. A Financial Services Guide is available to Lot Owners on request.

Also, that if the budget provides for the insurance cost to be raised by a separate levy the manager is authorised to raise the levy as soon as possible after the renewal terms and invoice have been received by the manager.

Members of the Owners Corporation were reminded that it is their legal responsibility to advise the Owners Corporation's Strata Managers of any change in use or occupancy of their Lot, and that the Owners Corporation's insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately.

## **8. Administration Fund Budget & Fees Review**

It was resolved that the administration fund budget be adopted and that the Administration Fund fees for the forthcoming year will remain the same at \$1,455,696.00.

All Administration Fund Fees are an annual commitment by the Lot Owner to the Owners Corporation, with the gross contribution figure being divided by lot liability.

The annual Administration Fund Fees payable by each Lot Owner are to be paid by equal quarterly instalments, as from 1st February, each always in advance of the due date.

The fiscal year end on the last day in January.

## **9. Recovery of Outstanding Money**

It was resolved the Owners Corporation will recover any monies owed to it by Lot Owners in accordance with Section 30 of the Owners Corporations Act 2006.

That the Process laid down by the Act is as follows;

- A written Fee Notice is issued providing 28 days in which payment must be paid
- A reminder Notice or Overdue Notice is issued 7 days after the due date has lapsed without payment being received.
- A Final Notice is issued if Fees are not paid by the due date of the notice.
- Legal action will commence to recover the outstanding Fees (plus legal costs), if Fees remain unpaid 28 days after the Final Notice is issued.
- Proceedings will commence at VCAT to seek payment of the outstanding Fees, charges, interest and legal costs if the Lot Owner does not pay within 14 days of the legal letter of demand.
- The Strata Manager is authorised, without the need for further authority, to commence the above legal proceedings and will charge those owners in arrears a fee of \$120.00 plus GST for arranging legal action.

Final Notices

- Where necessary, that the Strata Manager charge those lot owners in arrears \$44.00 inc GST for issuing a Final Fee Notice.

Powers of Recovery

The Strata Manager pointed out that if the Owners Corporation carries out work at the request of, or with the consent of, Lot Owner/s and the work wholly or substantially benefits the lots to the exclusion of other lots, the Owners Corporation may, subject to any agreement to the contrary, recover the cost of that work as a debt from the Lot Owner/s.

## **10. Penalty Interest on Fee Arrears**

It was resolved that, in accordance with Section 29 of the Owners Corporations Act 2006, the Owners Corporation will charge interest in respect of any installment of Fees that are in arrears and that interest charged will be at maximum rate of interest payable under the Penalty Interest Rates Act 1983. The Committee may use its discretion to waive or reduce penalty interest in any particular case.

Penalty interest on Lot Owners Fee arrears were waived or reduced during the past financial year as follows: There were no instances where penalty interest on Lot Owners' Fee arrears were waived or reduced during the previous financial year.

### **11. Auditor Appointment**

The Strata Manager advised that under Owners Corporations Act 2006, Prescribed Owners Corporations are required to have the annual statement of accounts audited and that the auditor must be a registered company auditor within the meaning of Corporations Law.

It was resolved that the annual financial statement would be audited by AK Willis Accounting.

### **12. Smoke Alarms**

Members are advised that smoke alarms installed in the lots must be maintained in working order and batteries replaced at a minimum of every 12 months. It is the individual owner's responsibility to ensure the necessary testing is undertaken on a routine basis and batteries changed. Should the residence be tenanted, owners must ensure the rental managing agent is instructed to undertake the annual test while carrying out their inspection.

### **Item 13. General Business**

The Strata Manager informed the meeting quotes are currently being obtained to install additional cameras throughout the building especially the car parking area. It was agreed the additional coverage of CCTV would be welcomed to assist with security monitoring. It was agreed for when the cost comparison is received that the Committee resolve on which suitable company to employ.

Parking- The issue of cars accidentally or purposely parking in wrong bays were discussed and it was resolved for Building Management to investigate if additional signage is necessary for each space. This suggested signage would highlight the vehicles registration plate intended to park in each space.

### **14. Next Meeting & Closure**

The Strata Manager closed the meeting at 3.20pm

**Owners are able to access & request update their personal details through Whittles Owner Portal online.**

To access your account simply go to [www.whittles.com.au](http://www.whittles.com.au) select 'Owner Portal' and enter the following details:

- Account code
- Plan number (leaving out the slash)
- Unit number
- PIN (if this is your first time logging in, leave pin blank as you will be prompted to set a pin)

**\* Please note that Whittles encourages owners to receive all correspondence and account notices via email, this ensures timely delivery of documents.**

# BUDGET

## PLAN OF SUBDIVISION NO. 742556L 915 COLLINS STREET, DOCKLANDS

Year ending January 2022

### ADMINISTRATION FUND

	Feb-Apr 21	May-Jul 21	Aug-Oct 21	Nov-Jan 22	Annual Total
<b>INCOME</b>					
Contributions	363,924.00	363,924.00	363,924.00	363,924.00	\$1,455,696.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
<b>Total</b>	<b>363,924.00</b>	<b>363,924.00</b>	<b>363,924.00</b>	<b>363,924.00</b>	<b>\$1,455,696.00</b>
<b>EXPENDITURE</b>					
Additional services fee	1,500.00	1,500.00	1,500.00	1,500.00	\$6,000.00
Agreed Services	17,320.00	17,320.00	17,320.00	17,320.00	\$69,280.00
Air conditioning - Maintenance	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Asset & Utility Management Services	1,141.50	1,141.50	1,141.50	1,141.50	\$4,566.00
Auditor fee	1,250.00	0.00	0.00	0.00	\$1,250.00
Building manager - Contract payment	32,500.00	32,500.00	32,500.00	32,500.00	\$130,000.00
Building manager - Supplies/provisions	1,500.00	1,500.00	1,500.00	1,500.00	\$6,000.00
Cleaning - Bin washing	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Cleaning - Contract services	45,000.00	45,000.00	45,000.00	45,000.00	\$180,000.00
Cleaning - Pressure cleaning	0.00	0.00	0.00	0.00	\$0.00
Cleaning - Sanitary services	0.00	0.00	0.00	0.00	\$0.00
Cleaning - Supplies	1,875.00	1,875.00	1,875.00	1,875.00	\$7,500.00
Cleaning - Windows	6,750.00	6,750.00	6,750.00	6,750.00	\$27,000.00
Common property - Repairs	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
Communication Systems & Data Management	2,930.00	2,930.00	2,930.00	2,930.00	\$11,720.00
Computer - Communications/Internet/Telephone	6,500.00	6,500.00	6,500.00	6,500.00	\$26,000.00
Concierge	58,250.00	58,250.00	58,250.00	58,250.00	\$233,000.00
Electrical	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Essential Services	12,500.00	12,500.00	12,500.00	12,500.00	\$50,000.00
Floor coverings - Carpet cleaning	375.00	375.00	375.00	375.00	\$1,500.00
Garage - Security gate/roller door	625.00	625.00	625.00	625.00	\$2,500.00
Grounds - Maintenance	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
Health Club / Gym - Maintenance	875.00	875.00	875.00	875.00	\$3,500.00
Insurance - Renewal	43,750.00	43,750.00	43,750.00	43,750.00	\$175,000.00
Keys & Fobs	625.00	625.00	625.00	625.00	\$2,500.00
Lift - Maintenance	0.00	0.00	0.00	0.00	\$0.00
Lift - Service contract	12,500.00	12,500.00	12,500.00	12,500.00	\$50,000.00
Lift - Telephone	700.00	700.00	700.00	700.00	\$2,800.00
Pest control	500.00	500.00	500.00	500.00	\$2,000.00
Plumbing	750.00	750.00	750.00	750.00	\$3,000.00
Pool/Spa	12,500.00	12,500.00	12,500.00	12,500.00	\$50,000.00
Reports - Anchor point testing	750.00	750.00	750.00	750.00	\$3,000.00
Reports - Annual ESM Audit	500.00	500.00	500.00	500.00	\$2,000.00
Reports - Sinking fund analysis	950.00	950.00	950.00	950.00	\$3,800.00
Rubbish - Management Systems	11,700.00	11,700.00	11,700.00	11,700.00	\$46,800.00
Security - Patrols	4,000.00	4,000.00	4,000.00	4,000.00	\$16,000.00
Security doors	125.00	125.00	125.00	125.00	\$500.00
Subscriptions / Memberships	500.00	500.00	500.00	500.00	\$2,000.00
Taxation - BAS Return	150.00	150.00	150.00	150.00	\$600.00
Taxation - Income Tax Return Preparation	62.50	62.50	62.50	62.50	\$250.00
Telephone	401.82	0.00	0.00	0.00	\$401.82
Utilities - Electricity	37,500.00	37,500.00	37,500.00	37,500.00	\$150,000.00
Utilities - Gas	12,500.00	12,500.00	12,500.00	12,500.00	\$50,000.00

Utilities - Water	7,500.00	7,500.00	7,500.00	7,500.00	<b>\$30,000.00</b>
Water treatment plan	500.00	500.00	500.00	500.00	<b>\$2,000.00</b>
<b>Total</b>	<b>356,855.82</b>	<b>355,204.00</b>	<b>355,204.00</b>	<b>355,204.00</b>	<b>\$1,422,467.82</b>

## CASH FLOW SUMMARY

	<b>Feb-Apr 21</b>	<b>May-Jul 21</b>	<b>Aug-Oct 21</b>	<b>Nov-Jan 22</b>	<b>Annual Total</b>
<b><u>ADMINISTRATION FUND</u></b>					
Opening Balance	604,710.17	611,778.35	620,498.35	629,218.35	<b>\$604,710.17</b>
Add: Contributions	363,924.00	363,924.00	363,924.00	363,924.00	<b>\$1,455,696.00</b>
Add: Arrears	0.00	0.00	0.00	0.00	<b>\$0.00</b>
Minus: Advances	0.00	0.00	0.00	0.00	<b>\$0.00</b>
Minus: Expenditures	356,855.82	355,204.00	355,204.00	355,204.00	<b>\$1,422,467.82</b>
CLOSING BALANCE	611,778.35	620,498.35	629,218.35	637,938.35	<b>\$637,938.35</b>
<b><u>MAINTENANCE FUND</u></b>					
Opening Balance	0.00	0.00	0.00	0.00	<b>\$0.00</b>
Add: Arrears	0.00	0.00	0.00	0.00	<b>\$0.00</b>
Minus: Advances	0.00	0.00	0.00	0.00	<b>\$0.00</b>
Minus: Expenditures	0.00	0.00	0.00	0.00	<b>\$0.00</b>
CLOSING BALANCE	0.00	0.00	0.00	0.00	<b>\$0.00</b>

# CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 23115  
Number of Lots 322

Lot Number	— Effective from 01/02/21 —		
	LEV	ADMIN Fund	ADMIN Fund (incl. GST)
G02, G03, G04, G05, 102, 103, 104, 105, 106, 202, 203, 204, 205, 206, 302, 303, 304, 305, 306, 402, 403, 404, 405, 406	42	661.25	\$727
108, 109, 110, 208, 209, 210, 211, 308, 309, 310, 311, 408, 409, 410, 411	44	692.73	\$762
107, 207, 307, 407	46	724.22	\$797
313	51	802.94	\$883
501, 601, 701, 801, 901, 1001, 1101, 1201, 1301, 1401, 1501, 1601, 1701, 1801, 1901, 2001, 2101, 2201, 2301, 2401, 2501, 2601	52	818.69	\$901
505, 605, 705, 805, 905, 1005, 1105, 1205, 1305, 1405, 1505, 1605, 1705, 1805, 1905, 2005, 2105, 2205, 2305, 2405, 2505, 2605	53	834.43	\$918
G01, 101, 201, 301, 401	54	850.17	\$935
212, 312, 412	57	897.41	\$987
G06	60	944.64	\$1,039
512, 612, 712, 812, 912, 1012, 1112	62	976.13	\$1,074
G07	64	1,007.62	\$1,108
213, 413, 502, 602, 702, 802, 902, 1002, 1102, 1202, 1302, 1402, 1502, 1602, 1702, 1802, 1902, 2002, 2102, 2202, 2302, 2402, 2502, 2602	66	1,039.10	\$1,143
506, 507, 606, 607, 706, 707, 806, 807, 906, 907, 1006, 1007, 1106, 1107, 1206, 1207, 1210, 1306, 1307, 1310, 1406, 1407, 1410, 1506, 1507, 1510, 1606, 1607, 1706, 1707, 1806, 1807, 1906, 1907, 2006, 2007, 2106, 2107, 2206, 2207, 2306, 2307, 2406, 2407, 2506, 2507, 2606, 2607	72	1,133.57	\$1,247
509, 513, 609, 613, 709, 713, 809, 813, 909, 913, 1009, 1013, 1109, 1113, 1211, 1311, 1411, 1511, 1610, 1710, 1810, 1910, 2010, 2110, 2210, 2310, 2410, 2510, 2610, 2711	73	1,149.31	\$1,264
504, 604, 704, 804, 904, 1004, 1104, 1204, 1304, 1404, 1504, 1604, 1704, 1804, 1904, 2004, 2104, 2204, 2304, 2404, 2504, 2604, 2701	76	1,196.54	\$1,316
508, 608, 708, 808, 908, 1008, 1108	77	1,212.29	\$1,334
1209, 1309, 1409, 1509	78	1,228.03	\$1,351
1208, 1308, 1408, 1508, 1608, 1708, 1808, 1908, 2008, 2108, 2208, 2308, 2408, 2508, 2608	80	1,259.52	\$1,386
511, 611, 711, 811, 911, 1011, 1111	83	1,306.75	\$1,438
510, 610, 710, 810, 910, 1010, 1110	89	1,401.22	\$1,541
503, 603, 703, 803, 903, 1003, 1103, 1203, 1303, 1403, 1503, 1603, 1703, 1803, 1903, 2003, 2103, 2203, 2303, 2403, 2503, 2603	93	1,464.19	\$1,611
1609, 1709, 1809, 1909, 2009, 2109, 2209, 2309, 2409, 2509, 2609, 2710	97	1,527.17	\$1,680
2707	99	1,558.66	\$1,715
2706	100	1,574.40	\$1,732
2704, 2705, 2708	103	1,621.63	\$1,784
2709	106	1,668.87	\$1,836
2703	119	1,873.54	\$2,061
2702	124	1,952.26	\$2,148
T08, T09	154	2,424.58	\$2,667
T07	158	2,487.56	\$2,737
T02, T03	159	2,503.30	\$2,754
T04, T05, T10	160	2,519.05	\$2,771
T06	162	2,550.53	\$2,806
T01	177	2,786.69	\$3,066
<b>QUARTERLY TOTAL</b>		\$363,922.41	<b>\$400,339.00</b>



## Certificate of Currency

<b>Insured:</b>	Owners Corporation No. 1 PS742556L
<b>Policy Number:</b>	02GS024989
<b>Policy Period:</b>	From: 4PM on 1/02/2022 To: 4PM on 1/02/2023
<b>Particulars Of Insurance:</b>	Residential Strata Insurance
<b>Location:</b>	915 Collins Street, Docklands VIC 3008
<b>Sum Insured:</b>	
Building & Common property	\$212,100,000
Temporary Accommodation and Loss of Rent	\$72,000,000
Catastrophe Extension and Owners Improvements	\$31,500,000
General Liability	\$50,000,000
Crime Insurance	\$100,000
Machinery Breakdown	\$100,000
Management Committee Liability	\$5,000,000
Voluntary Workers (in the aggregate any one period)	\$500,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$30,000
Appeal Expenses (in the aggregate any one period)	\$150,000
<b>Chubb Proportion:</b>	100%
<b>Date:</b>	27 January 2022

All the values on this Certificate of Currency are correct as at 27 January 2022 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

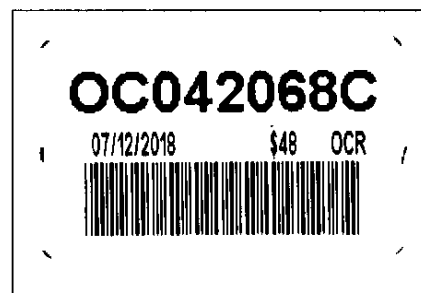
The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

A handwritten signature in black ink, appearing to read 'David Ford', with a stylized flourish at the end.

David Ford | **Chubb Insurance Australia Limited**  
Senior Property & Strata Underwriter VIC

## Owners corporation notification of making rules

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



Lodged by

Name: HERBERT SMITH FREEHILLS

Phone: 92881889

Address: LEVEL 43, 101 COLLINS ST, MELBOURNE VIC 3000

Reference: SM:KG 82467916

Customer code: ~~2961G~~ 20620D

Applicant: (full name and address, including postcode)

LENLEASE DEVELOPMENT PTY LTD OF LEVEL 6, ONE MELBOURNE QUARTER 699 COLLINS STREET, DOCKLANDS, 3008, VICTORIA

Plan no.: PS742556L

Owners corporation no.: 1

A copy of the proposed rules of the owners corporation is provided.

Signing:

35271702A

27E(1)SA

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## Owners corporation notification of making rules

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



### Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of LENDLEASE DEVELOPMENT PTY LTD

Signer Name *STEPHANIE JANE MCQUINN*

Signer Organisation HERBERT SMITH FREEHILLS

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature

A handwritten signature in black ink, appearing to be 'SJ McQuinn', written over a horizontal line.

Execution Date *7.12.2018*

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27E(1)SA

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**CONSOLIDATED  
OWNERS CORPORATION RULES**

**ONE COLLINS WHARF  
DOCKLANDS**

**PLAN OF SUBDIVISION  
PS742556L**

**OWNERS CORPORATION 1**

OC042068C

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## About this publication

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## Obligations & Restrictions

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.

Without limiting the foregoing, these Rules shall be read subject to the rights of Lendlease Development Pty Limited (ACN 000 311 277) and its related companies and their respective consultants, employees and agents to conduct marketing activities on the Common Property until all of the Lots on the Plan of Subdivision are sold, including (without limitation):

- (i) allowing invitees to have access to the Common Property in the company of an agent or representative acting on behalf of Lendlease Development Pty Limited; and
- (ii) placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property; and
- (iii) allowing Lendlease Development Pty Limited representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display lot.

### **NOTE:**

If any Rule or part thereof is found by a court of competent jurisdiction to be invalid, unlawful, unenforceable or void, then that Rule or part thereof shall be struck down and shall have no further force and effect, however all remaining Rules or part thereof capable of separate enforcement and effect shall continue to be valid and enforceable in accordance with their terms.

## 1 Interpretations and definitions

### 1.1 Interpretations

Unless the context otherwise requires:

- a) Headings are for convenience of reference only and do not affect interpretation;
- b) Words importing the singular include the plural and vice versa;
- c) A reference to a person includes any company, partnership, joint venture or other entity;
- d) A reference to a thing includes part of that thing;
- e) A reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- f) A reference to Laws includes all Laws replacing them and a reference to a statute includes all regulations, proclamations, ordinances and Rules issued under that statute;
- g) These Rules operate in addition to any obligation or responsibility imposed on You under any statute or common Laws or inequity.

### 1.2 Definitions

- a) “**Act**” means the Owners Corporations Act 2006 (Vic);

- b) **"Assistant Building Manager"** means any Assistant Building Manager appointed by the Owners Corporation;
- c) **"Building"** includes a structure and part of a building or a structure, walls, out buildings, service installations and other appurtenances of a building affected by the Owners Corporation;
- d) **"Building Manager"** means any Building Manager appointed by the Owners Corporation;
- e) **"Building Management"** means any Building Manager, Assistant Building Manager and / or Concierge staff engaged by the Owners Corporation;
- f) **"Building Works"** are any works, alterations, additions, removal, repairs, or replacement of:

- i. Common Property structures, including Common Property walls, floors and ceiling enclosing Your Lot, car space, and or storage cage/space;
- ii. Common Property services and services to the Building;
- iii. The internal walls inside Your Lot,
- iv. The structure of Your Lot; and
- v. Services provided to Your Lot.

Building Works exclude minor works or alterations to the interior of Common Property walls enclosing a Lot.

- g) **"Building Works Agreement"** means an agreement entered into between You and the Owners Corporation which outlines the conditions to apply with respect to Building Works;
- h) **"Caterers Kitchen"** means the area named 'Caterers Kitchen' being part of the Common Property;
- i) **"Committee"** means a Committee of the Owners Corporation appointed in accordance with the Act and where the context so allows a Sub-Committee;
- j) **"Common Property"** means the Common Property referred to on the Plan of Subdivision;
- k) **"Concierge"** means any Concierge appointed by the Owners Corporation;
- l) **"Data"** means the data captured through telemetry or other electronic means from utility meters and/or other Building services systems relating to:
  - i. any private or state utility or government agency providing utilities or services including electricity, potable water, gas, sewerage;
  - ii. any Building services or facility including rainwater tanks, non-potable water, photovoltaic cells, cogen or trigon microsystems, diesel generator;
  - iii. indoor air temperature and humidity; and
  - iv. weather conditions external to the Building;





- m) **“Development”** means the development of the Land, known as No.1 Collins Wharf, situated between 915 to 941 Collins Street, Victoria Harbour, Victoria, 3008 being the land contained in Certificate of Title Volume 11864 Folio 129;
- n) **“Green Travel Plan ”** means the document titled ‘Green Travel Plan No. 1 Collins Wharf CG150260 dated 7 September 2017;
- o) **“Grievance Committee”** means any grievance committee appointed by the Owners Corporation Committee;
- p) **“Land”** includes buildings and airspace; being the whole of the land described in the Plan of Subdivision;
- q) **“Land affected by the Owners Corporation”** means the Lots of which the Owners for the time being are the Members of the Owners Corporation, together with the Common Property for which the Owners Corporation is responsible;
- r) **“Law”** means the provisions of any statute, Rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;
- s) **“Lot”** means a part of the Land (except a road, a reserve or Common Property) shown on the Plan which can be disposed of separately and includes a Lot or accessory Lot on the registered Plan of Subdivision and a Lot or accessory Lot on a registered cluster plan;
- t) **“Lot Owner”** means the registered proprietor of a Lot;
- u) **“Manager”** means the person for the time being appointed by the Owners Corporation as its manager;
- v) **“Member”** means owner of a Lot affected by the Owners Corporation;
- w) **“Occupier”** means any tenant, licensee or other person or persons occupying the Lot;
- x) **“Owners Corporation”** means an Owners Corporation that is incorporated by registration of Plan of Subdivision or a plan of strata or cluster subdivision;
- y) **“Plan”** or **“Plan of Subdivision”** means the Plan of Subdivision for the Development, being PS742556L being part of the land comprised in Certificates of Title Volume 11864 Folio 129;
- z) **“Private Dining Room”** means the area named ‘Private Dining Room’ being part of the Common Property;
- aa) **“Regulations”** means the Owners Corporations Regulations 2007;
- bb) **“Residents”** means a Lot Owner and/or Occupier residing in a Lot;
- cc) **“Residents Lounge”** means the area named ‘Residents/Dining Lounge’ being part of the Common Property;
- dd) **“Retail Lot”** means lot G07 shown on the Plan which can be disposed of separately and includes a Lot or accessory Lot on the registered Plan of Subdivision;
- ee) **“Rules”** means these Rules, the standard Rules, any additional Rules and model Rules of the Owners Corporation;
- ff) **“Security Key”** means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property;

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- gg) **"Services"** means service installations of a building affected by the Owners Corporation;
- hh) **"Terrace Homes"** means lots T01, T02, T03, T04, T05, T06, T07, T08, T09 and T10 shown on the Plan which can be disposed of separately and includes a Lot or accessory Lot on the registered Plan of Subdivision;
- ii) **"Vehicle"** means a motor vehicle, including but not limited to a motorcycle, truck, trailer or bus; and
- jj) **"You"** or **"Your"** means an owner or Occupier of a Lot.

## 2 Rules and Laws

### 2.1 Rules

- 2.1.1 These Rules exist for the purpose of controlling, managing and administering the use and enjoyment of Common Property and Lots.
- 2.1.2 These Rules are binding on:
  - i. Lot Owners;
  - ii. Lot Occupiers;
  - iii. The Owners Corporation; and
  - iv. Lessees and / or sub-lessees of Lots.



### 2.2 Laws

- 2.2.1 You must, at your own cost and in a timely manner, comply with all Rules and Laws relating to:
  - i. Your Lot;
  - ii. The use of Your Lot; and
  - iii. The use of Common Property and services to the Building.
- 2.2.2 The Laws referred to in Rules 2.2.1 include but are not limited to, planning Laws, developer, building or other approvals, consent requirements notices and or offers of statutory or governmental authorities.

### 2.3 Responsibility of others

- 2.3.1 You must ensure that all:
  - i. Your invitees;
  - ii. Occupiers of Your Lot; and
  - iii. Invitees of Occupiers of Your Lot,comply with these Rules and all Laws relating to Your Lot.
- 2.3.2 You are responsible for any breaches or failures to comply with these Rules or any Laws relating to Your Lot by all:
  - i. Your invitees;
  - ii. Occupiers of Your Lot; and

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iii. Invitees of Occupiers of Your Lot.

### **3 Your behaviour**

#### **3.1 General Behaviour**

- 3.1.1 A Lot Owner or Resident must take all reasonable steps to ensure that guests of the Lot Owner or Resident do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
- 3.1.2 A Lot Owner or Resident must take all reasonable steps to limit the number of guests attending an event (such as a party but not limited to a party) at a Lot to eight (8) persons
- 3.1.3 Should the number of guests at an event at a Lot exceed eight (8) persons, the Building Manager shall be notified in advance for its approval, and if advance notice is not foreseeable, as soon as possible after the Lot Owner or Resident becomes aware.
- 3.1.4 The Building Manager may approve the event and may require security to be present (at the cost of the Lot Owner or Resident) or require a bond to be provided as security for damage to Common Property or services.
- 3.1.5 You must not obstruct the lawful use and enjoyment of Common Property by any person.
- 3.1.6 You must not engage in any illegal activity on Common Property or permit a Lot affected by the Owners Corporation to be used for a purpose which may be illegal or injurious to the reputation of the Development and / or the Building.
- 3.1.7 You must not engage in any activity which may cause any disturbance, a nuisance or hazard to a Lot Owner, Occupier or their family or guests.
- 3.1.8 Should the Owners Corporation elect to provide security services to the site, the following charges will apply to the Lot where the services of a security guard is required to attend to a disturbance to peace and quiet or offensive or inappropriate behaviour, e.g. excessive noise emanating from an apartment etc.:
  - i. In the instance of a first call out to an apartment, no charge will be imposed on the respective Lot Owner; and
  - ii. In the instance of a second call out being required to the same apartment at any time after the first call out, either to further address a continuing disturbance or to assist with the ejection of the responsible parties (when applicable), the owner will reimburse the Owners Corporation the costs incurred for the call out.
- 3.1.9 You must not, or allow your guest to use language or behaviour in a manner likely to cause offence or embarrassment to any person lawfully using Common Property.
- 3.1.10 You must not:
  - i. Consume alcohol; or
  - ii. Take glassware,on Common Property unless approved by the Building Manager in writing.

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3.1.11 Whist on Common Property, You must not, or allow your guest to:

- i. Smoke; or
- ii. Use or permit to be used skateboards, scooters, roller skates, roller blades, bicycles, segway's, drones, shopping trolleys; or
- iii. Dispose of rubbish except where permitted by the Owners Corporation, on Common Property.

3.1.12 You must, when on Common Property or if on any part of a Lot so as to be visible from another Lot or from Common Property, be suitably clothed so as to not cause an offence to a reasonable person.

### **3.2 Noise and nuisance control**

3.2.1 You must not:

- i. Create or permit any noise or behaviour, in or about the Common Property or any Lot affected by the Owners Corporation, that is likely to interfere with the quiet enjoyment and amenity of any:
  - a. person lawfully using the Common Property; or
  - b. any Lot Owner, Occupier or their family and guests;
- ii. Use any machinery, including but not limited to a hammer, drill or jack hammer, in a Lot between the hours of 6.00pm and 8.00am on weekdays and on weekends and public holidays between the hours of 6.00pm and 9.00am;
- iii. Make or permit to be made noise from music or other source which may be heard outside the Lot between the hours of midnight and 8.00am; and
- iv. You must not install or operate any intruder alarm which emits an audible signal or any external speakers or audio amplifiers on balcony or adjoining areas.

3.2.2 Rule 3.2.1 does not apply if the Owners Corporation has given written consent for the noise to be made.

## **4 Use of Common Property**

### **4.1 Your use of Common Property**

4.1.1 You must not use Common Property or permit it to be used in a manner which:

- i. obstructs or interferes with the lawful use and enjoyment of the Common Property by any person entitled to use the Common Property; or
- ii. is in breach of these Rules.

4.1.2 You must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden, any portion of the Common Property.

4.1.3 An approval under Rule 4.1.2 may state a period for which the approval is granted.

- 
- 4.1.4 You must not without the prior written consent of the Owners Corporation, interfere with the operation of any equipment installed on the Common Property or pertaining to the use of Common Property or any Lot.
- 4.1.5 You must not without the prior written consent of the Owners Corporation, remove any article from Common Property placed there by direction or authority of the Owners Corporation.
- 4.1.6 You must not, without the prior written consent of the Owners Corporation conduct or permit the conducting of any selling or leasing agency activities in the Common Property.
- 4.1.7 You must use all reasonable endeavours to ensure that those articles that have been placed on Common Property at the direction or authority of the Owners Corporation, is used only for their intended purpose and are not damaged.
- 4.1.8 You must not, without the prior written consent of the Owners Corporation, enter into or permit anyone to enter into:
- i. Any plant room;
  - ii. Machine housing or waste disposal room;
  - iii. Electricity switch room; or
  - iv. Machine room,
- in or on Common Property.
- 4.1.9 You must not, without the prior written consent of the Owners Corporation, adjust or cause adjustment to:
- i. The thermostat;
  - ii. Board control;
  - iii. Communication system;
  - iv. Electricity;
  - v. Gas or heating; or
  - vi. Cooling controls,
- in or on Common Property.



## **4.2 Vehicles on Common Property**

- 4.2.1 You must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle, or permit a motor vehicle or other vehicle to be parked or left:
- i. In parking spaces situated on Common property and allocated for other Lots;
  - ii. On Common Property so as to obstruct and / or interferes with access, including but not limited to driveways, pathways, entrances or exits, to a Lot and / or Common Property; or
  - iii. In a manner which obstructs any access aisles in the carpark; or
  - iv. On a Lot not legally owned or occupied by You,

without the prior written consent of the Owners Corporation or the person who legally owns or controls the Land in which the Vehicle is sought to be parked or left.

4.2.2 The Owners Corporation reserves the right to remove Vehicles in breach of Rule 4.2.1 and arrange tow away of the Vehicle at Your expense and such expense being recoverable as a debt to the Owners Corporation.

4.2.3 You must not permit oil leakages or any other vehicle liquids / substances from any Vehicle onto:

- i. Common Property; or
- ii. Land affected by the Owners Corporation; or
- iii. A Lot.

4.2.4 You must reimburse on demand, the Owners Corporation for the cost of cleaning and removing any oil stain caused by Your Vehicle in contravention of Rule 4.2.3.

4.2.5 You must not reverse or drive in a manner which is careless, reckless and/or dangerous at any time in or on Common Property, including when entering or exiting the Development or Building.

#### **4.3 Pets and animals use of Common Property**

4.3.1 You must ensure that any pet and / or animal in Your control and / or possession:

- i. Does not urinate or defecate on Common Property or Land affected by the Owners Corporation;
- ii. Does not obstruct or interfere with a person's lawful use and enjoyment of Common Property;
- iii. Does not enter the swimming pool area, gymnasium area or Residents' Lounge, and dining room, or lounge forming part of the Common Property; and
- iv. Is at all times restrained and / or on a leash whilst on Common Property.

4.3.2 The Owners Corporation may resolve to have a pet or animal which is:

- i. A danger to persons and / or property; and / or
- ii. Which is causing a nuisance,

removed from the Building and the Development.

4.3.3 If the Owners Corporation has resolved that a pet or animal is a danger or is causing a nuisance to the Common Property, reasonable notice to remove a pet or animal to the person who is in control and / or possession of the pet or animal which is the subject of the resolution must be given.

4.3.4 Upon receipt of notice of the resolution to remove a pet or animal, You must remove the pet or animal which is in Your control and / or possession and which is the subject of a resolution.

4.3.5 A resolution to remove a pet or animal does not apply to a pet or animal that assists a person with an impairment or disability.

#### **4.4 Use of the gymnasium**



4.4.1 The following provisions apply to the use of the gymnasium which must be observed by You and persons under Your control:

- i. Children under the age of sixteen (16) are only permitted to use the gymnasium whilst under direct adult supervision (this includes personal trainers etc.);
- ii. Glass and sharp objects are not permitted in the gymnasium;
- iii. The gymnasium is for use by Residents. No more than two guests per Lot are permitted at any one time, and such guests must be accompanied by the Resident at all times;
- iv. Alcohol and food are not permitted;
- v. Smoking is not permitted;
- vi. All users of the gymnasium must wipe down the equipment after use;
- vii. Hours of use are from 5.00am to 11.00pm;
- viii. Suitable footwear and clothing must be worn whilst in the gymnasium;
- ix. Users of the gymnasium must be inducted on the equipment prior to the Owners Corporation granting access to the gymnasium;
- x. If You or your guest request the services of a personal trainer or other professional for the purposes of providing a service, You must ensure the professional providing those services has a minimum of \$5,000,000.00 Public Liability insurance cover. Details of such cover must be provided to Building Management prior to the professional utilising the facility;
- xi. All users of the gymnasium do so at their own risk;
- xii. No music, other than music played through earplugs that is inaudible to others and music that is provided by the Owners Corporation is allowed in the gymnasium;
- xiii. You must ensure that You and all persons under Your control do not breach these Rules; and
- xiv. Building management and / or security have the right to use their discretion and remove persons if they breach any of the Rules.

#### 4.5 Use of swimming pool & steam room

4.5.1 The following provisions apply to the use of the swimming pool and steam room, including the change room / toilet amenity which must be observed by You and persons under Your control:

- i. The swimming pool and steam room are for use by Residents. No more than two guests per Lot are permitted at any one time, and such guests are to be accompanied by the Resident at all times;
- ii. Children under the age of sixteen (16) may use the swimming pool and steam room only under the direct supervision of an adult;
- iii. Hours of use are 5.00am to 11.00pm;
- iv. Glass and sharp objects are not permitted;
- v. Alcohol and food is not permitted;

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- vi. Smoking is not permitted;
- vii. Patrons must shower prior to entering the swimming pool and steam room;
- viii. Showers must be kept to a maximum of 3 minutes;
- ix. Jumping, diving, running, ball playing, noisy or hazardous activities are not permitted;
- x. Spitting is not permitted in the swimming pool or in the swimming pool area;
- xi. Appropriate attire must be worn at all times;
- xii. Nude bathing is prohibited and females must wear a bathing top in the swimming pool, steam room and adjoining areas;
- xiii. All users of the swimming pool, steam room must dry off before leaving the area;
- xiv. All users of the swimming pool, steam room, change rooms and adjoining areas do so at their own risk;
- xv. If You or your guest request the services of a personal trainer or other professional for the purposes of providing a service, You must ensure the professional providing those services has a minimum of \$5,000,000.00 Public Liability insurance cover. Details of such cover must be provided to Building Management prior to the professional utilising the facility;
- xvi. Users of the lockers if available do so at their own risk;
- xvii. Mobile phones or any camera operated devices are not permitted in the change rooms at any time;
- xviii. You must ensure that You and all persons under Your control do not breach these Rules; and
- xix. Building management and / or security have the right to use their discretion and remove persons if they breach any of the Rules.

#### **4.6 Use of Change Rooms**

4.6.1 The following provisions apply to the use of the change room area which must be observed by You and persons under Your control:

- i. Children under the age of sixteen (16) are not permitted in the change rooms unless accompanied by an adult;
- ii. Glass and sharp objects are not permitted;
- iii. Alcohol and food are not permitted;
- iv. The change rooms are for use by Residents. No more than two guests are permitted at any one time, and such guests are to be accompanied by the Resident at all times;
- v. Smoking is not permitted;
- vi. Hours of use are 5:00 am to 11:00 pm;
- vii. Showers should be kept to a maximum of 3 minutes;
- viii. All users of the change rooms do so at their own risk;



- ix. Mobile phones or any camera operated devices are not permitted in the change rooms at any time;
- x. You must ensure that You and all persons under Your control do not breach these Rules; and
- xi. Building management and / or security have the right to use their discretion and remove persons if they breach any of the Rules.

#### 4.7 Use of Residents' Lounge

4.7.1 The following conditions apply to the use of the Residents' Lounge which must be observed by Residents and persons under their control:

- i. The Residents' Lounge is for use by Residents. No more than two guests per Lot are permitted at any one time, and such guests are to be accompanied by the Resident at all times;
- ii. The hours of use are between 6.00am and 12.00 midnight, unless otherwise approved in writing by the Owners Corporation;
- iii. The Owners Corporation may grant consent for the Residents' Lounge to be used for a private gathering e.g. book club, however at least 7 days notice must be given by the Resident (subject to availability) in writing to the Manager, and use will not be permitted unless formal written consent from the Owners Corporation is provided to the Resident;
- iv. The Owners Corporation reserves the right to limit the length of any booking and to not take bookings on any particular days;
- v. Children under the age of sixteen (16) are not permitted to utilise the Residents' Lounge area unsupervised;
- vi. Smoking is not permitted in the Residents' Lounge;
- vii. Residents must not make, or permit their invitees to make any undue noise during the use of the Residents' Lounge;
- viii. Glass and any other sharp objects are not permitted in the Residents' Lounge unless approved in writing by the Owners Corporation;
- ix. Alcohol is not permitted in the Residents' Lounge unless approved in writing by the Owners Corporation;
- x. The Residents' Lounge is not to be used for ongoing trade or business purposes;
- xi. The Residents' Lounge is to be left in the same condition in which it was found;
- xii. The Resident will be responsible for any damage, cleaning or reinstatement costs incurred by the Owners Corporation as a result of Your use of the Residents' Lounge;
- xiii. All users of the Residents' Lounge do so at their own risk;
- xiv. You must ensure that You and all persons under Your control do not breach these Rules;



- xv. The Owners Corporation may from time to time, establish rules associated with the management of the books in the Residents' Lounge and such rules must be adhered to by all Residents; and
- xvi. Building management and / or security have the right to use their discretion and remove persons if they breach any of the Rules.

#### 4.8 Use of Private Dining Room and Caterers Kitchen

4.8.1 The following conditions apply to the use of the Private Dining Room and Caterer's Kitchen which must be observed by Residents and persons under their control:

- i. The Private Dining Room and Caterers Kitchen is for use by Residents and persons under their control;
- ii. The Private Dining Room and Caterers Kitchen cannot be booked for periods in excess of four (4) hours unless approved in writing by the Building Manager;
- i. The hours of use are between 6.00am and 12.00 midnight, unless otherwise approved in writing by the Owners Corporation;
- iii. The Private Dining Room and Caters Kitchen must be booked prior to use (subject to availability), in writing to the Building Manager;
- ii. The Owners Corporation reserves the right to limit the length of any booking and to not take bookings on any particular days;
- iii. Children under the age of sixteen (16) are not permitted to utilise the Private Dining Room and Caterer's Kitchen unsupervised;
- iv. Smoking or open flames are not permitted;
- v. You must accompany Your guests at all times;
- vi. Residents must not make, or permit their invitees to make any undue noise during the use of the Private Dining Room and Caterer's Kitchen;
- vii. Glass and any other sharp objects are not permitted in the Private Dining Room and Caterer's Kitchen unless approved in writing by the Owners Corporation;
- viii. Alcohol is not permitted in the Private Dining Room and Caterer's Kitchen unless approved in writing by the Owners Corporation;
- ix. The Private Dining Room and Caterer's Kitchen is not to be used for ongoing trade or business purposes;
- x. The Private Dining Room and Caterer's Kitchen is to be left in the same condition in which it was found;
- xi. The Resident will be responsible for any damage, cleaning or reinstatement costs incurred by the Owners Corporation as a result of Your use of the Private Dining Room and Caterer's Kitchen;
- xii. All users of the Private Dining Room and Caterer's Kitchen do so at their own risk;
- xiii. You must ensure that You and all persons under Your control do not breach these Rules;



- xiv. The Owners Corporation may from time to time, establish rules associated with the management of the books in the Private Dining Room and Caterer's Kitchen and such rules must be adhered to by all Residents; and
- xv. Building management and / or security have the right to use their discretion and remove persons if they breach any of these Rules.

## 5 Restricted use of Common Property

### 5.1 For security and safety reasons

5.1.1 The Owners Corporation may take measures to protect and secure Common Property and Lots affected by Common Property against fire and other hazards and without limitation may:

- i. Close off or restrict access to Common Property not required for access to a Lot on either a permanent or temporary basis;
- ii. Permit, to the exclusion of others, any designated part of Common Property to be used by the Building Manager, Building Management, Manager or any security personnel to operate or monitor security and general safety of the Common Property or Lots;
- iii. Install and operate on Common Property audio visual security cameras and other surveillance equipment for the security of Common Property and /or Lots; and
- iv. Restrict by means of key or other security device, Your access to levels of Lots where You do not own or occupy a Lot or have exclusive access to Common Property the title of which belongs to an Owners Corporation of which You are a Member of.

5.1.2 You must:

- i. Abide by any action taken by the Owners Corporation pursuant to Rules 5.1.1; and
- ii. Take reasonable care to make sure that fire and security doors are locked and closed when they are not being used.

5.1.3 You must not:

- i. Do anything which may prejudice the security and safety of Common Property; and
- ii. Interfere with security cameras or surveillance equipment.

### 5.2 Security Keys

5.2.1 If the Owners Corporation restricts access to Common Property, it may determine the number of Security Keys and security devices as it determines necessary for Your Lot free of charge.

5.2.2 The Owners Corporation may charge a fee for any number of Security Keys or security devices issued in excess of the number allocated by it for Your Lot;

5.2.3 The Security Keys belong to the Owners Corporation;



5.2.4 You must:

- i. Take all reasonable steps not to lose the Security Keys and / or security devices;
- ii. Return the Security Keys and / or devices to the Owners Corporation if You no longer need them or if You no longer own or occupy a Lot;
- iii. Notify the Owners Corporation immediately if You lose a Security Key or security device; and
- iv. Include a requirement in any lease document with respect to Your Lot, the express requirement to return all Security Keys and security devices to You at the termination of the lease.

5.2.5 You must not, without the prior written consent of the Owners Corporation:

- i. Copy Security Keys; or
- ii. Permit the Security Keys to be copied; or
- iii. Give the Security Keys to someone who is not a Lot Owner or Occupier.

## 6 Damage to Common Property

6.1 Subject to the Rules, You must not:

- i. Damage or deface;
- ii. Mark or paint;
- iii. Drive nails or screws into;
- iv. Alter; or
- v. Do anything of a like nature to,

any Common Property or structure that forms part of Common Property or personal property vested in the Owners Corporation without the written consent of the Owners Corporation.

6.2 Any consent given by the Owners Corporation to:

- i. Damage or deface;
- ii. Mark or paint;
- iii. Drive nails or screw into;
- iv. Alter; or
- v. Do anything of a like nature to,

any Common Property or structure that forms part of Common Property or personal property vested in the Owners Corporation does not permit You to make any additions to the Common Property and may also state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

6.3 You must:

- i. Notify the Owners Corporation of any damage or defect in the Common Property; and



- ii. Compensate the Owners Corporation for any damage caused by You or persons in Your control to any Common Property or personal property vested in the Owners Corporation.

6.4 Subject to these Rules, You are not prevented from installing:

- i. Any locking or safety device for protection of Your Lot against intruders or to improve safety within Your Lot;
- ii. Any screen or other device to prevent entry of animals or insects on the Lot subject to the screen or other device is soundly built and is consistent with the colour, style and materials of the building;
- iii. Interior blinds subject to such meeting specifications approved by the Owners Corporations; specifications being as outlined in Annexure A of these Rules; or
- iv. Any structure or device to prevent harm to children.

6.5 Any installation permitted by these Rules must:

- i. Be soundly built and meet acoustic standards as approved by the Owners Corporation;
- ii. Have been installed in a proper manner so as not to diminish or interfere with the integrity of the Building;
- iii. Have an appearance, after installation, which is consistent with the colour, style and materials of the Building;
- iv. Comply with the Manager's stipulations from time to time; and
- v. Not affect the Owners Corporation's insurance policy.

6.6 Subject to these Rules, You must:

- i. Maintain and keep in a state of good and serviceable repair, any installation referred to in Rule 6.4 that forms part of the Common Property and that services the Lot; and
- ii. Repair any damage caused to any part of the Common Property by the installation or removal of the installation that forms part of the Common Property and that services the Lot.

## 7 Your Lot

### 7.1 Access to Lot

- 7.1.1 You must permit the Owners Corporation or any person authorised by the Owners Corporation, entry to Your Lot upon receiving written notification from the Owners Corporation of their intention to do so.
- 7.1.2 The Owners Corporation must ensure that all written notification of their intention to enter a Lot is in accordance with applicable Laws.
- 7.1.3 Subject to these Rules, the Owners Corporation can request entry to Your Lot for the purpose of inspecting and / or attending to the repair, maintenance or replacement of:
  - i. the Lot;

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- ii. Common Property; or
- iii. Services.

7.1.4 Without limiting the effect of Rule 7.1.3, You acknowledge that the Owners Corporation or any person authorised by the Owners Corporation may require access to Your Lot to attend to the cleaning, maintenance and or repair of the exterior of the Building, including but not limited to the windows and glass finishing and cleaning of the facade of the Building, and You are required to provide such access.

7.1.5 A Licence agreement between the Owners Corporation and the Owner of Lot 1609 is in place which requires access to be provided through the apartment to facilitate cleaning and maintenance of the Building i.e. cleaning of inaccessible glass, cleaning of facade and other maintenance matters as deemed.

**7.1.6 Window Cleaning**

- i. You acknowledge that the Owners Corporation requires access to some Member's Lots to have the exterior windows of the Building cleaned or repaired.
- ii. You must and must ensure that You and Your families, visitors and guests will on receipt of reasonable prior notice by the Owners Corporation grant to the Owners Corporation such access between the hours of 8 am and 6 pm Monday to Friday as is required (including carriageway through any part of the Lot) to enable to the exterior windows of the Building to be cleaned or repaired.
- iii. The Owners Corporation must use reasonable endeavours to minimise any disturbance caused to You, Your family, visitors and guests.

7.1.7 The Owners Corporation and / or its authorised personnel are to use their best efforts to cause as little inconvenience to You and / or Your invitees as is reasonable in the circumstances.

**7.2 Change of use of Lot**

7.2.1 You must provide the Owners Corporation with written notification of Your intention to change the use of Your Lot in a way that may affect the insurance cover or premium of the Owners Corporation.

7.2.2 Subject to these Rules, You must notify the Owners Corporation of the following change of use of Lots:

- i. Uses that result in hazardous activity;
- ii. Uses for commercial or industrial purposes; or
- iii. Uses for retail purposes.

**7.3 Use of Lot .**

**7.3.1 Restrictions – Conducting Trade**

You must not use a Residential Lot or the Common Property for the purposes of conducting any trade, profession or business (other than letting the Lot for Residential accommodation for periods in excess of three months) nor permit any other person to do so, unless:



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- i. You or the person conducting the trade, profession or business is a full time Resident of the Lot and only operates a home office with a maximum of one (1) employee; and
- ii. the relevant planning scheme does not prohibit the relevant trade, profession or business to be carried on in a Lot; and
- iii. You have obtained all necessary permits from the relevant authorities to enable the relevant trade, profession or business to be carried on Your Lot.

### **7.3.2 Length of Lease**

You must not lease a Lot for Residential accommodation for a term of less than three months.

### **7.3.3 Sub-letting or sub-licensing**

You must not permit a Lot to be used by a tenant, whether the tenant is a lessee or licensee, for the purpose of sub-letting to additional tenants or Occupiers, whether by sub-lease, sub-licence or any other agreement of the same effect, for a term of less than three months or where such occupation would otherwise breach these Rules without consent of the Owners Corporation. Consent of the Owners Corporation will not be unreasonably withheld in the case of family members or close friends of the head tenant.

### **7.3.4 Occupancy of Your Lot**

You must not permit more than 2 adult persons to occupy any bedroom at any time unless they are occupying for a term of no more than 7 days and they are a close friend or relative of the permanent Occupier of Your Lot.

### **7.3.5 Health, safety and security**

- i. You must not use Your Lot, or permit it to be used, so as to cause hazard to the health, safety and security of a Lot Owner or an Occupier of a Lot; and
- ii. You must ensure that all windows and doors are closed when you are not at home or when it is windy as it must be noted that the internal doors, walls and partitions in your apartment have not been designed to deal with windy conditions.

## **7.4 Building Works to Your Lot**

7.4.1 You must obtain the Owners Corporation's prior written consent to any Building Works to be undertaken within or about or related to Your Lot.

7.4.2 If the Owners Corporation determines that:

- i. The external appearance of the Lot may be affected;
- ii. The structural integrity of the building may be affected; or
- iii. The acoustic properties of the Lot may be affected;

You must attend to the payment of all the Owners Corporation's costs associated with Your request for their consent to the Building Works.

7.4.3 In considering Your request for consent to the Building Works, You must provide the Owners Corporation with:

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- i. Copies of all plans and specifications relating to the Building Works;
- ii. Copies of all required permits, approvals and / or consents under all relevant Laws including but not limited to, council by-Laws and regulations for the Building Works;
- iii. Any further particulars relating to the Building Works as requested by the Owners Corporation from time to time;
- iv. Evidence or proof that any installation will not affect the acoustic properties of the Lot; and
- v. Evidence or proof that any installation will not affect the external appearance of the Building.

7.4.4 If the Owners Corporation grants approval for the works and if the Owners Corporation requires it, You must not proceed or permit any contractor or other third party to proceed with any Building Works until You have:

- i. Received written consent to the Building Works from the Owners Corporation;
- ii. Entered into a "Building Works Agreement" with the Owners Corporation with respect to the Building Works;
- iii. Paid the Owners Corporation the nominated bond as determined by the Owners Corporation Committee;
- iv. Caused to be effected and maintained during the period of the Building Works, WorkCover insurance and public liability insurance to the satisfaction of the Owners Corporation;
- v. Delivered a copy of the public liability insurance and certificates of currency with respect to the insurance policies referred to in Rule 7.4.4 iv. to the Owners Corporation; and
- vi. Implemented appropriate measures to minimise the occurrence of any nuisance, annoyance, disturbance and inconvenience from building operations to other Lot Owners or Occupiers.

7.4.5 The Building Works Agreement is to include directions of the Owners Corporation with respect to:

- i. Building operations;
- ii. Means of access to the Building and the Lot the subject of the Building Works;
- iii. Use of Common Property;
- iv. On-site management and Building protection;
- v. Hours of work; and
- vi. The supervision of Your contractors, servants or agents.

7.4.6 The following restrictions apply to all Building Works:



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- i. Building materials must not be stacked or stored in the front side or rear of the Building;
- ii. Scaffolding must not be erected on the Common Property or the exterior of the Building;
- iii. Construction work must comply with all Laws of the relevant statutory and governmental authorities;
- iv. You must ensure that any building works do not affect the acoustic integrity of the building design;
- v. You must ensure that any building works do not adversely affect the external appearance of the apartment building and the terrace homes;
- vi. The exterior and the Common Property of the Building must at all times be maintained in a clean, tidy and safe state; and
- vii. Construction Vehicles and construction workers' Vehicles must not be brought onto, or parked in or on the Common Property.

**7.4.7 When carrying out Building Works You must:**

- i. Use qualified, reputable and where appropriate, licensed contractors which have been approved by the Owners Corporation;
- ii. Carry out Building Works in a proper manner and to the satisfaction of the Owners Corporation;
- iii. Carry out Building Works in accordance with the Building Works Agreement;
- iv. Repair any damage You or any person carrying out Building Works on Your behalf may cause to the property or property of another Lot Owner or occupier or to other parts of the Building;
- v. Ensure that Your contractors, servants or agents adhere to these Rules and in particular, to the terms and conditions of the Building Works agreement; and
- vi. Ensure that all contractors and / or tradesmen only use the area designated by the Owners Corporation for their entry and exit to the Building.

**7.4.8 You must indemnify the Owners Corporation for any costs and / or liabilities incurred by the Owners Corporation in making good any damage to Common Property or property of another owner or Occupier or to any part of the Building caused as a result of the Building Works.**

**7.5 Cleaning and repairing of Lot**

**7.5.1 You must keep:**

- i. Your Lot;
- ii. Your car parking space;
- iii. Your storage Lot; and
- iv. All internal and external gardens and balconies which form part of Your Lot, clean and tidy and in good repair and condition.

7.5.2 You must clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including glass that is Common Property, unless:

- i. The Owners Corporation resolves to keep the glass or part of the glass clean; and
- ii. That glass or part of the glass cannot be accessed by You safely or at all as determined at the sole discretion of the Owners Corporation.

7.5.3 You must ensure that You take reasonable care and at all times minimise the level of disturbance to other Lot Owners or Occupiers when cleaning:

- i. The interior and exterior of Your Lot; and
- ii. All internal and external gardens and balconies which form part of Your Lot.

7.5.4 You must ensure water or other liquids do not spill from the Lot onto other Lots or Common Property.

## 7.6 Air-Conditioning

7.6.1 If an air-conditioning condenser unit has been installed for a Lot then:

- i. the Lot Owner or Occupier of the Lot is hereby conferred with the exclusive use and enjoyment of:
  - a. that part of the Common Property on which the air-conditioning condenser unit and associated condenser servicing that Lot is mounted; and
  - b. all that part of the Common Property on which all duct work, pipework, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with the air-conditioning condenser unit and associated condenser are laid, subject to observance and performance by each Lot Owner or Occupier with Rule 7.6.1(ii).
- ii. The Lot Owner or Occupier will:
  - a. be responsible for the proper maintenance and keep in a state of good and serviceable repair, renewal and replacement of the air-conditioning condenser unit and associated condenser without expense to the Owners Corporation; and
  - b. bear the cost of electrical, mechanical or other maintenance, repair, cleaning or replacement or renewal of the air-conditioning condenser unit and associated condenser including the periodical and other electricity supply accounts of the electricity supplier authority related to or in respect of the air-conditioning condenser unit and associated condenser.
- iii. The Owners Corporation will not be responsible for performance of its duties under the Act in respect of any split system air-conditioning unit and associated condenser.
- iv. The Owners Corporation may resolve to appoint a common maintenance contractor for every Lot in respect of the air-conditioning condenser unit and



associated infrastructure and the Owner must ensure all access reasonably necessary to enable the Owners Corporation to undertake that maintenance.

7.6.2 If a Lot is serviced by a variable refrigerant volume air-conditioning system ("**VRV Air-Conditioning System**"), then this Rule 7.6.2 applies to the Owner of that Lot:

- i. The condenser unit of the VRV Air-Conditioning System services a number of the VRV air-handling units which may be installed in various Lots. Each of the Owners which are serviced by a VRV Air-Conditioning System are conferred with exclusive use and enjoyment of that part of the Common Property, where:
  - c. the VRV air conditioning condenser unit and VRV air handling unit servicing that Owner's Lot is mounted; and
  - d. all duct work, pipework, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with the VRV Air-Conditioning System.
- ii. The Owners Corporation will be responsible for the maintenance and repair of the VRV Air-Conditioning System with the costs associated with same being apportioned amongst those Lots which are serviced and benefit from that system, to be determined and issued by the Owners Corporation.

## 7.7 Appearance of Your Lot

7.7.1 You must not:

- i. Keep anything in Your Lot or the boundary of Your Lot that is visible from outside the Lot and which is not in conformity with the general appearance and keeping of the Building;
- ii. Attach or hang from the exterior of Your Lot any aerial, speaker, acoustic device, TV Screen or any security device or wires;
- iii. Install bars, screens or grills or other safety devices to the exterior of any windows or doors of a Lot;
- iv. Place anything directly in front of the glass balustrade to the balcony area of Terrace Homes ensuring that items are only be placed at least half a meter away from the glass balustrade;
- v. Make any changes to the pergola or balcony of the Terrace Homes such as altering the colour of finishes, alterations or additions to the build form; or
- vi. Construct or erect any shed, storage cage, enclosure or structure of any nature or description on a balcony, car park space or terrace garden area forming part of Your Lot without the prior written consent of the Owners Corporation,

without the prior written consent of the Owners Corporation.

7.7.2 You must not, other than as permitted by the Owners Corporation, install or allow the installation of any:

- i. Awnings; or
- ii. Curtains, blinds or other window furnishings,

where such installations have the effect of changing the façade or external appearance of the Building.

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**Note:** Specifications for curtains, blinds and other window furnishings being as outlined in Annexure A of these Rules.

**7.7.3 You must not install any:**

- i. External wireless television aerials, sky dish receivers, satellite dishes or receiver, speaker or any other apparatus that can be viewed from the exterior of the Building;
- ii. Any pipes, wiring, cables or the like to the external face of the Building; or
- iii. Any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation.

**7.7.4 You must not:**

- i. Allow any glazed portions of Your Lot or the Common Property that surrounds the Lot, to be tinted or otherwise treated with the affect that the visual characteristics of the glazing will change;
- ii. Hang or permit to be hung any items including but not limited to clothes, laundry and bedding on any part of the exterior of Your Lot so as to be visible from outside Your Lot or on any part of Common Property; or
- iii. Paint, finish or otherwise alter the external façade of the Building or improvement forming part of Your Lot or Common Property.



**7.8 Appearance of Your balcony or Terrace area**

**7.8.1 You must not:**

- i. Hang any items including but not limited to clothes, laundry and bedding; or
- ii. Bolt down any items,

on the balcony or terrace area of Your Lot or in an area that is visible from outside Your Lot.

**7.8.2 You must not make any changes to the pergola or balcony of the Terrace homes such as altering the colour of finishes, alterations or additions to the build form, without the prior written consent of the Owners Corporation.**

**7.8.3 You may keep items such as, but not limited to occasional furniture, outdoor recreational equipment, planter boxes, pot plants and landscaping on the balcony or terrace area of Your Lot provided they:**

- i. Have an appearance which is consistent with the colour, style and materials of the Building;
- ii. Are of a type approved by the Owners Corporation;
- iii. Will not cause damage to the Lot and / or Common Property;
- iv. are suitably weighted for windy conditions;
- iii. Are not dangerous; and
- iv. At least half a metre distance is kept clear from the glass balustrade of the Terrace Homes.

7.8.4 You must remove at Your cost, any items from the balcony or terrace area of Your Lot at the request of the Owners Corporation or any of its authorised personnel so as to enable them to attend to the repair and / or maintenance of:

- i. Common Property; or
- ii. Your Lot.

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## 7.9 Your car parking space

7.9.1 You must not:

- i. Use Your car parking space or any car parking space for any purpose other than the parking of registered roadworthy Vehicles; or
- ii. Store any items except a Vehicle in Your car space.

7.9.2 You must not, without prior written consent of the Owners Corporation:

- i. Enclose Your car parking space; or
- ii. Install a storage cage on Your car parking space.

7.9.3 Where secure parking is provided, You must not place or install solid elements against the walls / mesh, as this will prevent natural ventilation in the carpark.

7.9.4 You must ensure that Your car parking space is free from oil marks and other vehicle fluids and is maintained in a clean and tidy condition.

7.9.5 You must remove any vehicle from Your car space that becomes derelict, non-operational for any extended period, a hazard or may be dangerous to Residents or the Building.

7.9.6 Any operator of any retail car park must ensure that the car park area, car parking spaces and any Common Property forming part of the retail car park area, are maintained in a clean and tidy state and that any oil marks in the retail car park area are cleaned and removed on a weekly basis.

## 8 Waste disposal

8.1 You 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.

8.2 You must not leave, deposit or throw garbage onto Common Property except in a receptacle or such that are specifically provided for that purpose.

8.3 You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the depositing of garbage, but otherwise You must comply with the following directions:

- i. Glass items must be completely drained, cleaned and deposited in unbroken condition and disposed of in accordance with guidelines established by the Owners Corporation i.e. residents to place recyclable items in the recycle chute (if applicable) as situated on Common Property;

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- ii. Recyclable items being without limitation, paper, cardboard and plastic, disposed of in accordance with guidelines established by the Owners Corporation i.e. residents to place recyclable items in the recycle chute (if applicable) situated on Common Property;
- iii. All other garbage must be drained and securely wrapped in small parcels and deposited in the general garbage chute (if applicable) situated on the Common Property;
- iv. All cardboard boxes and packaging must be broken down and neatly packed in the garbage area situated on Common Property; and
- v. Cardboard boxes are not to be disposed of via the garbage chute.

## 9 Retail lot

9.1 Without limiting any other Rule, the Proprietor or Occupier (or its invitees, customers, suppliers) of all or any part of the Retail Lot must:

- i. take out their own bins on each garbage collection day to the bin collection area nominated by the Owners Corporation, and ensure the bins are brought in before 9:00am on each collection day Monday to Saturday and before 10:00am on Sundays;
- ii. take all steps reasonably necessary to minimise noise when filling bins and ensure contractors collect bins between 8:00am and 9:00am Monday to Saturday and between 9:00am to 10:00am on Sundays;
- iii. ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- iv. ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- v. store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any car park forming part of the Lot) and must not store bins, bottles, cardboard/paper or any other refuse on Common Property except when this is the bin collection storage area designated by the Owners Corporation;
- vi. comply with all health, noise and other regulations in carrying on the business from the Lot;
- vii. refrigerate perishable rubbish;
- viii. ensure that any mechanical fluing is appropriately filtered (if applicable);
- ix. ensure that all small utility deliveries occur between 7:00 am – 6:00pm Monday to Friday and 8:00am – 4:00pm Saturdays and Sundays, ensuring no excessive or unnecessary noise occurs during these deliveries;
- x. ensure that all large deliveries occur 8:00am – 6:00pm Monday to Saturday ensuring no excessive or unnecessary noise occurs during these deliveries;
- xi. not install electronic gaming machines in the Lot;

- xii. ensure that all cooking odours that may emanate from the Lot are within reasonable levels and appropriate exhausts and mechanical fluing are installed and utilised as required;
- xiii. ensure that all walls, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level consistent with applicable standards or codes is achieved; and
- xiv. not carry on the business (nor allow access to the Lot for cleaning) outside the hours of 7:00am and 1:00am on weekdays and 7:00am and 2:00am on weekends, taking all necessary steps reasonably necessary to minimise noise occurring before 8:00am and after 11:00pm unless otherwise entitled to as a matter of the law.

9.2 Nothing in this Rule 9 prevents or prohibits the Owner or Occupier of a Retail Lot applying for, and obtaining, any planning permit, liquor licence, or any retail or commercial legislative consent or permit which the Owner or Occupier of any Retail Lot may require, provided at all times the Owner or Occupier of any such Retail Lot:

- i. operates Lawfully;
- ii. obtains each and every permit, liquor licence or other consent required; and
- iii. operates within the terms of any such liquor licence, permit or consent.

## 10 Support and provision of services

### 10.1 Metering of services

10.1.1 Where Your Lot is not separately metered in relation to service, including but not limited to gas, electricity and / or water, You shall pay a portion of such service and supply charges relating to the service on a proportional rate derived by dividing Your unit liability with respect to Your Lot by the total unit liability of all Lots serviced jointly and by no other reference.

### 10.2 Provision of services

10.2.1 You must not interfere with or modify any Building service, including but not limited to air conditioning, heating or ventilation systems or associated ducts or pipes, servicing Your Lot, all Land affected by the Owners Corporation, the Building or Common Property without the prior written consent of the Owners Corporation.

### 10.3 Support of services

10.3.1 You must not do anything or permit anything to be done to Your Lot or Common Property, without the written consent of the Owners Corporation, so that:

- i. any support or shelter provided by Your Lot or the Common Property for any other Lot or the Common Property is interfered with;
- ii. the structural and functional integrity of any part of the Common Property is impaired; or
- iii. the passage or provision of services through Your Lot or the Common Property is interfered with.



## 10.4 Apportionment of costs of services

- 10.4.1 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.
- 10.4.2 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.
- 10.4.3 Rule 10.4.2 does not apply if the concession or rebate:
- 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
  - is paid directly to the Lot Owner or Occupier as a refund.

## 11 Storage

### 11.1 Storage and placement of bicycles and personal items

11.1.1 You must not permit any bicycle to be:

- Stored other than in areas on Common Property designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks; or
- Brought into a Lot or onto Common Property other than for the purpose of storing it in the areas allocated by the Owners Corporation or in a storage cage.

**Note:** A Lot Owner or Occupier of a Lot cannot hold the Owners Corporation responsible in the event that their bicycle is stolen or damaged whilst stored on the Common Property of the Building.

11.1.2 You must not permit any personal items to be:

- Placed, located or positioned either on a permanent or a temporary basis; or
- Stored for any length of time,

on Common Property without the prior written consent of the Owners Corporation.

### 11.2 Storage of flammable liquids and other dangerous substances and materials

- 11.2.1 You must not, except with the prior written consent of the Owners Corporation, use or store on the Lot or on any part of Common Property, any flammable chemicals, liquid or gas or other flammable material.
- 11.2.2 You may use or store on Your Lot any chemicals, liquids, gases or other material used or intended to be used:
- For domestic purposes; or
  - In the fuel tank of a Vehicle or internal combustion engine.





- 11.2.3 Subject to these Rules, if You are permitted to keep flammable liquids on Your Lot You must do so in accordance with the guidelines of government authorities and with the consent of the Owners Corporation.

## 12 Signs

12.1 You must not:

- i. Erect or fix any sign or notices to the exterior of Your Lot or on any part of Common Property where it can be viewed from an exterior position; or
- ii. Erect any "for sale" or "for lease" boards on the exterior of Your Lot or any part of Common Property or any part of the exterior of the Building.

12.2 Subject to these Rules, Lots used for commercial or retail purposes may erect or affix a sign or notice to the interior or exterior of their Lot provided the sign or notice:

- i. Is only for the purpose of identifying the business carried on from the Lot and the hours of operation of the business;
- ii. Complies with the requirements of the relevant authorities; and
- iii. Has been approved by the Owners Corporation.

## 13 Fire control

13.1 You must not:

- i. Keep flammable material on Your Lot or any part of Common Property except as permitted by these Rules;
- ii. Interfere with fire safety equipment; or
- iii. Obstruct fire stairs or fire escapes.

13.2 You must ensure that:

- i. You comply with all Laws about fire control;
- ii. All fire safety equipment in Your Lot or on parts of Common Property is at all times operational;
- iii. You must take all reasonable steps necessary to avoid false alarm call outs to the fire brigade; and
- iv. The Owners Corporation reserves the right to seek costs from You for false alarm call outs to the fire brigade caused by Your intentional and or negligent acts.

**Note:** In cases of negligence resulting in a false alarm call out being made by the fire brigade, the associated cost will be charged to the Member or Occupier identified as being responsible.



## 14 Moving stock, furniture and goods

14.1 You must not attend to the moving of any stock, furniture or goods in and out of the Building and through Common Property unless You:

Obtain the Building Manager's prior written consent to the moving;

- i. Book the move with the Building Manager at least three (3) days prior to Your intended moving date;
- ii. Ensure that a representative of the Owners Corporation or Manager is present during the moving as may be determined at the discretion of the Manager or Building Manager; and
- iii. Ensure that You or Your contractors or agents do not damage any part of the Building, Common Property or property of other Residents during the course of moving and You will be responsible for the cost of any damage or destruction.

14.2 When moving any stock, furniture or goods, You must ensure that:

- i. The moving is conducted in accordance with the Owners Corporation's directions and during permitted hours of 9:00am and 5:00pm (Monday to Friday). All moves must be completed by 5:00pm.
- ii. The stock, furniture and goods are not moved through the front entrance of the Building.
- iii. Items or furniture are not stacked closer than 500mm to the ceiling of any common area, to ensure fire sprinkler operation is not hindered.
- iv. Only the loading bay access as specified by the Owners Corporation is used to conduct the moving; this applies to tradesmen bringing any material to or from the Building. Any person who attempts to bring any furniture and/or goods through the front entrance of the Building will be requested to enter through the loading bay.
- v. No waste or rubbish from moving of furniture and/or goods is left in any of the Common Areas after the completion of the moving.



## 15 Insurance premiums

15.1 You must not, without prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premiums for any insurance policy affected by the Owners Corporation.

15.2 You must, if the Owners Corporation demands, reimburse the Owners Corporation for any difference in insurance premiums resulting from any consent provided by the Owners Corporations pursuant to these Rules.

## 16 Developer: Lendlease Development Pty Limited

16.1 Notwithstanding anything to the contrary herein contained, so long as Lendlease Development Pty Limited or its associated entity and its equity partners, if any, is a

Member or Occupier and is an Owner of a Lot and so long as any mortgagee or chargee of Lendlease Development Pty Limited or its associated entity has an interest in any Lot, then all the Rules herein shall not in any way whatsoever apply to or be enforceable against Lendlease Development Pty Limited or its associated entity or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that Lendlease Development Pty Limited or its associated entity or its mortgagee or chargee may be engaged in or which it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.

16.2 Lendlease Development Pty Limited or its associated entity and its equity partners, if any, its mortgagees or chargees shall be and are by this Rule, authorised by each and every Owners Corporation in the Plan of Subdivision to:

- ii. Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development;
- iii. Take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
- iv. Exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
- v. Erect for sale promotional advertising or other signs as Lendlease Development Pty Limited or its associated entity may require on any part of the Common Property;
- vi. Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as Lendlease Development Pty Limited or its associated entity or its mortgagee or chargee thinks fit;
- vii. Limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development;
- viii. 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;
- ix. Collect, use and disclose the Data relating to You and/or a Member, Occupier, Resident or Lot Owner (and You and/or a Member, Occupier, Resident or Lot Owner consent to this) for the purposes of:
  - a. providing feedback to You and/or a Member, Occupier, Resident or Lot Owner on their usage of utilities and services on the Lot;
  - b. enabling You and/or a Member, Occupier, Resident or Lot Owner to compare statistical and historical data related to the average usage of utilities and services on the Lot, for the Building, Land and for Victoria Harbour;
  - c. Lendlease Development Pty Limited reporting under any environmental monitoring schemes including any carbon emissions scheme;
  - d. Lendlease Development Pty Limited improving the operational performance of the Building and future building design in Victoria Harbour; and

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- e. billing of utilities and services including where that utility or service is provided by the Manager or Building Manager of the Building under the Owners Corporation.
- 16.3 Lendlease Development Pty Limited agrees to keep confidential all the Data relating to You and/or a Member, Occupier, Resident or Lot Owner and not disclose or cause or permit the disclosure of the Data (except as permitted under this Rule 16.2 (viii) or with the prior written consent of You and/or a Member, Occupier, Resident or Lot Owner) and to use the Data only for the purposes outlined in Rule 16.2 (viii)(a)-(e); and
- 16.4 the Owners Corporation will, within 7 days of being requested by Lendlease Development Pty Limited or its associated entity or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable Lendlease Development Pty Limited or its associated entity or its mortgagee or chargee to complete the Development.

## 17 Signage Licence

- 17.1 Notwithstanding anything else in these Rules to the contrary, the Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act, Regulations and Subdivision (Body Corporate) Regulations, has the power and authority to grant Lendlease Development Pty Limited or its associated entity the right to erect signs on the Common Property.
- 17.2 A Member or Occupier must not hinder or impede Lendlease Development Pty Limited or its associated entity from exercising its rights under any agreement entered into under this Rule 17.

## 18 Green Travel Plan

- 18.1 Any Owner must comply with the terms of the Green Travel Plan, which will be implemented by the Owner's Corporation, including a minimum annual review of all information provided within welcome information packs, accessible via relevant building management system page and displayed within the Building lobbies to ensure that information is relevant and current.

## 19 Committees and Sub-Committees

- 19.1.1 If the Owners Corporation wishes to or must elect a Committee to perform all or some of its functions, it must do so in accordance with all relevant Laws and regulations.
- 19.1.2 A Committee as appointed by the Owners Corporation, from time to time, may elect Sub-Committees to assist it in the performance of its' functions.
- 19.1.3 The Committee can delegate any or all of its functions to the Sub-Committees as permitted by Law.
- 19.1.4 Sub-Committees must:
- i. be comprised of Members;
  - ii. not act outside of their delegation;



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- iii. act honestly and in good faith in the performance of their functions;
- iv. act in accordance with the Committees instructions; and
- v. report to the Committee with respect to the performance of their functions.

19.1.5 Members of Sub-Committees must vote in their capacity as members of the Sub-Committee and not as Members of the Committee.

19.1.6 The Committee and Sub-Committees must comply with these Rules and all applicable Laws.

## **19.2 Managers and Building Managers**

19.2.1 The Owners Corporation may appoint a Manager and/or Building Manager to perform any of its powers or functions except those that require a unanimous or special resolution.

19.2.2 When appointing a Manager and/or Building Manager, the Owners Corporation must comply with all Laws and regulations governing their election.

19.2.3 All Managers and Building Managers appointed by the Owners Corporation must:

- i. Comply with all relevant Laws and regulations; and
- ii. Report to the Committee, where a Committee has been elected, on the carrying out of its functions.

19.2.4 You must not interfere with or stop the Manager from:

- iii. Performing its obligations or exercising its rights under their agreement with the Owners Corporation; and
- iv. Using Common Property that the Owners Corporation permits them to use.

## **19.3 Consent of Owners Corporation**

19.3.1 Any consent required from the Owners Corporation and which does not require the passing of special or unanimous resolution pursuant to these Rules may be given:

- i. By the Owners Corporation at a Committee meeting; and
- ii. By any person to whom the Owners Corporation has delegated the power or function, including but not limited to the Committee, sub Committee, member of a Committee or sub Committee or the Manager.

19.3.2 The Owners Corporation may apply conditions to any consent given under these Rules and You must ensure that all the conditions are complied with.

19.3.3 The Owners Corporation may revoke any consent given under these Rules if You do not comply with:

- i. Any conditions attached to the consent; and
- ii. The Rules pursuant to which the consent was given.

## **19.4 Breach of Rules**

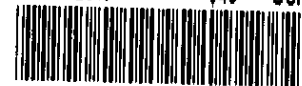
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- 19.4.1 In the instance that You have breached or failed to comply with a Rules requiring You to do anything to Your Lot, Common Property or Land affected by Common Property, the Owners Corporation may:
- i. Take all necessary action to rectify Your breach the cost of which shall be at Your expense; and
  - ii. Do anything necessary on Your Lot, Common Property or Land affected by Common Property that should have been done by You but which was not or which in the opinion of the Owners Corporation was not done properly and the cost of which shall be at Your expense.
- 19.4.2 The Owners Corporation must provide You with written notice specifying when it will enter Your Lot to do the works and You must:
- i. Provide the Owners Corporation with access to Your premises in accordance with their written notice at Your cost; and
  - ii. Pay the Owners Corporation for its costs of doing the works.
- 19.4.3 The Owners Corporation reserves the right to recover any costs You owe it pursuant to these Rules as a debt.
- 19.4.4 You must pay on demand, all legal costs on a solicitor/own client basis which the Owners Corporation pays, incurs or expends in consequence of Your breach or failure to comply with any of these Rules including but not limited to the recovery of Owners Corporation contribution fees.

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## 20 Complaints and dispute resolution

### 20.1 Complaints

20.1.1 You and/or the Manager, Building Manager or Owners Corporation may make a complaint with regard to any breach of these Rules or any applicable Laws and regulations by:

- i. A Lot Owner;
- ii. An Occupier of a Lot; or
- iii. A Manager.

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### 20.2 All complaints must be

20.2.1 All complaints must be in writing;

20.2.2 All complaints must be in the approved form as required by Laws from time to time;

20.2.3 All complaints must be brought to the attention of:

- i. The grievance committee, if such a Committee has been elected; or
- ii. The Owners Corporation in all other circumstances.

20.2.4 The Owners Corporation can dismiss and or refuse to act upon frivolous, false and or unsubstantiated complaints; and

20.2.5 The Owners Corporation must make a copy of the approved complaint form available at the request of any person entitled to make an application.

### 20.3 Dispute resolution

20.3.1 The Owners Corporation or the grievance committee, where one exists, must organise a meeting between parties to the dispute to discuss the dispute within fourteen (14) working days of the complaint coming to the attention of the parties.

20.3.2 The Owners Corporation or the grievance committee cannot take any action with regard to the complaint until:

- i. A meeting of the parties to the dispute has been organised to discuss the dispute; and
- ii. It is satisfied that the dispute remains unresolved.

20.3.3 It is deemed that the Owners Corporation or the grievance committee has complied with its requirement to hold a meeting between the parties to a dispute irrespective of whether all or one of the parties to the dispute does not attend the meeting as organised by the Owners Corporation or Grievance Committee.

20.3.4 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

20.3.5 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.

20.3.6 This process is separate from and does not limit any further action under Part 10 of the Act.

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## 21 Maintenance Fund

The Owners Corporation, within two years of activation, will obtain a Maintenance Plan in accordance with Section 36 of the Act.

A Maintenance Plan provides for future major capital works and major maintenance and will require the establishment of a Maintenance Fund.

All Maintenance Fund Fees are an annual commitment by the Lot Owner to the Owners Corporation, with the gross contribution figure being apportioned having regard to each Lot's lot liability.

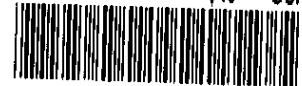
The annual Maintenance Fund Fees once approved is payable by each Lot Owner are to be paid at a frequency approved by the Owners Corporation, each always in advance of the due date.

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## Annexure A

### Specifications for Window Furnishings

#### WINDOW FURNISHINGS:

Any window furnishing that is viewable from the outside of the building must follow the regulations in the Owners Corporation Rules. The proposal is to limit the colour selection for the window furnishings to white or just off white, with the indoor solar attenuation coefficient (IAC) to be 0.62 or lower.

The proposed selection is as follows:1

1. **Sunscreen Roller Blinds** (translucent mesh) - equivalent to Mermet 'E Screen'
  - In colour Ivory (or equivalent)
2. **Blackout Roller Blinds** - equivalent to Mermet Essential Villa. In colour Ivory (or equivalent).
3. **Drawn Curtains**
  - Lining to all curtains to use a liner equivalent to Duodrape blackout, colour white/ivory.
  - All sheer curtains must be ivory (or equivalent) and be installed in front of roller blinds.

**OC042068C**

07/12/2018

\$48

OCR



# **Model rules for an owners corporation**

Regulation 11

## **1 Health, safety and security**

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

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

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

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

### **1.3 Waste disposal**

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

### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### **1.5 Fire safety information**

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

## **2 Committees and sub-committees**

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

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

## **3 Management and administration**

### **3.1 Metering of services and apportionment of costs of services**

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

- (3) Subrule (2) does not apply if the concession or rebate—
- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

#### **4 Use of common property**

##### **4.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

##### **4.2 Vehicles and parking on common property**

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

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

##### **4.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5 Lots**

### **5.1 Change of use of lots**

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

#### **Example**

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

### **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## **6 Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

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

### **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

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

**CERTIFICATE NO:** 180968  
**DATE OF ISSUE:** 21-Feb-2022  
**YEAR ENDING:** 30-Jun-2022

- 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 810, Level 8, 915 Collins Street, DOCKLANDS VIC 3008

**Legal Description:** Lot 810 PS742556L CT-12044/696

**Valuation Date:** 01-Jul-2021

**Assessment No:** 251423 0

**Net Annual Value:** 38,000    **Capital Improved Value:** 760,000    **Site Value:** 75,000

**Owner recorded by Council:** Mr Jimmy Chih-Chun Chu

**RATES AND CHARGES**

	<b>Balance Owing</b>
Town Rate 1/07/2021 to 30/6/2022	\$ 1,603.11
Fire Services Levy 01/07/2021 to 30/06/2022	\$ 158.84
Total Rebates	\$ -24.05
<b>SUB TOTAL</b>	<b>\$ 1,737.90</b>
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ -868.94

**Payment in full due by 15<sup>th</sup> February 2022.**

**TOTAL DUE \$ 868.96**

**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](http://www.melbourne.vic.gov.au/rates)




**Billers code:** 79616  
**Ref:** 102514230

**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 62039557-017-1:171256

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](mailto:rates@melbourne.vic.gov.au)

**To lodge Notice of Acquisition/Disposition**

Mail: GPO Box 2158, Melbourne, VIC 3001  
Email: [propertydata@melbourne.vic.gov.au](mailto:propertydata@melbourne.vic.gov.au)

Property Clearance Certificate  
Taxation Administration Act 1997



INFOTRACK / KAI LEGAL

Your Reference:	2022/1384/038
Certificate No:	51871456
Issue Date:	21 FEB 2022
Enquiries:	ESYSPROD

Land Address: UNIT 810, 915 COLLINS STREET DOCKLANDS VIC 3008

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45839836	810	742556			\$0.00

Vendor: JIMMY CHU  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JIMMY CHIH-CHUN CHU	2022	\$75,000	\$0.00	\$0.00	\$0.00

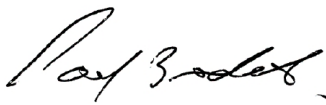
Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$760,000
SITE VALUE:	\$75,000
AMOUNT PAYABLE:	\$0.00





# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

**Certificate No:** 51871456

---

## Power to issue Certificate

1. The Commissioner of State Revenue can 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. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. 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.

## General information

6. 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.
7. 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 = \$0.00

Taxable Value = \$75,000

Calculated as \$0 plus ( \$75,000 - \$0) multiplied by 0.000 cents.

---

## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 51871456

### 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](http://www.bpay.com.au)

### CARD

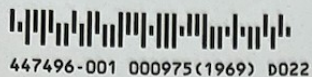


Ref: 51871456

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)



447496-001 000975(1969) D022

MR J C DHU  
UN 810/915 COLLINS STREET  
DOCKLANDS VIC 3008

My account number is

1253 9922 7115

Service Address Un 810/915 Collins Street  
Docklands

Issue Date 4 Feb 2022

Water Faults & Emergencies (24 hours) 13 44 99

Enquiries & Support  
(8.30am-5.00pm Mon-Fri)

Credit Card Payments &  
Balances (24 hours) 13 44 99

Interpreter Service (03) 9313 8989

Mail Cheques GPO Box 1152, Melbourne Vic 3001

General Mail Locked Bag 350 Sunshine Vic 3020

**Greater Western Water**

ABN 70 066 902 467

**gww.com.au**

PLEASE PAY

\$178.30

IMMEDIATELY

**Friendly reminder**

OVERDUE AMOUNT

\$178.30

WAS NOT PAID BY

14 Dec 2021

15/12/22

PLEASE PAY

Immediately

Below

If payment was made during the past few days,  
please disregard this message. Allow 48 hours for  
payment processing.

Served  
BPAY

## Important Information

We know that sometimes it's easy to miss a bill payment. We offer a range of payment options, such as Direct Debit, which help you to stay on top of your water bill. For more information visit [gww.com.au/transactions](http://gww.com.au/transactions)

If you are experiencing genuine financial difficulties that prevent you from paying your bills on time, we understand and we're here to help. For more information visit [gww.com.au/transactions](http://gww.com.au/transactions)

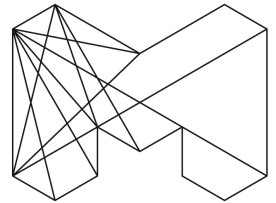
Alternatively, call **13 44 99** to speak in confidence with our friendly and compassionate team to discuss how we can support you.

## How to pay

Please see over.

# Property Information

*Building Act 1993, Building Regulations 2018, Regulation 51.*



**CITY OF MELBOURNE**

23 February 2022

Landata  
PO Box 500  
EAST MELBOURNE VIC 3002

GPO Box 1603  
Melbourne VIC 3001  
Phone (03) 9658 9658  
[www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)

DX210487  
ABN 55 370 219 287

## **Unit 810, Level 8, 915 Collins Street, DOCKLANDS VIC 3008**

Thank you for your building property application received 21 Feb 2022. Please find below the relevant information relating to your property enquiry.

### **Building Permits issued within the last 10 years**

**File Number:** BP-2016-2392

Description of Work: Stage 1 - Piling Works - Proposed Residential Development

Permits/Certificates Issued:

Building Permit - 27882/20160228/1	29-Sep-2016
Occupancy Permit - 20180756	05-Dec-2018
Certificate of Final Inspection - 20180758	05-Dec-2018

**File Number:** BP-2016-2392/1

Description of Work: Stage 2 - In Ground Structure and Services

Permits/Certificates Issued:

Building Permit - 27882/20160228/2	28-Nov-2016
Occupancy Permit - 20180756	05-Dec-2018
Certificate of Final Inspection - 20180758	05-Dec-2018

**File Number:** BP-2016-2392/2

Description of Work: Stage 3 - Ground Floor Slab

Permits/Certificates Issued:

Building Permit - 27882/20160228/3	09-May-2017
Occupancy Permit - 20180756	05-Dec-2018
Certificate of Final Inspection - 20180758	05-Dec-2018

**File Number:** BP-2016-2392/3

Description of Work: Stage 4 - Core and above-ground precast

Permits/Certificates Issued:

Building Permit - 27882/20160228/4	22-May-2017
Occupancy Permit - 20180756	05-Dec-2018
Certificate of Final Inspection - 20180758	05-Dec-2018

**File Number:** BP-2016-2392/4

Description of Work: Stage 5 - Balance of superstructure

## Permits/Certificates Issued:

Building Permit - 27882/20160228/5	26-May-2017
Occupancy Permit - 20180756	05-Dec-2018
Certificate of Final Inspection - 20180758	05-Dec-2018

**File Number:** BP-2016-2392/5

Description of Work: Stage 6 - Above Ground Services, Pods, Secondary Steel

## Permits/Certificates Issued:

Building Permit - 27882/20160228/6	13-Jul-2017
Occupancy Permit - 20180756	05-Dec-2018
Certificate of Final Inspection - 20180758	05-Dec-2018

**File Number:** BP-2016-2392/6

Description of Work: Stage 7 - Facade Works

## Permits/Certificates Issued:

Building Permit - 27882/20160228/7	19-Oct-2017
Occupancy Permit - 20180756	05-Dec-2018
Certificate of Final Inspection - 20180758	05-Dec-2018

**File Number:** BP-2016-2392/7

Description of Work: Stage 8 - Balance of Works - Finishes, Fittings, Domestic Lifts

## Permits/Certificates Issued:

Building Permit - 27882/20160228/8	03-Nov-2017
Occupancy Permit - 20180756	05-Dec-2018
Certificate of Final Inspection - 20180758	05-Dec-2018

**File Number:** BP-2016-2392/8

Description of Work: Stage 9 - Balance of Facade

## Permits/Certificates Issued:

Building Permit - 27882/20160228/9	20-Dec-2017
Occupancy Permit - 20180756	05-Dec-2018
Certificate of Final Inspection - 20180758	05-Dec-2018

**File Number:** BP-2016-2392/9

Description of Work: Stage 10 – Glazed Façade Works

## Permits/Certificates Issued:

Building Permit - 27882/20160228/10	17-Apr-2018
Occupancy Permit - 20180756	05-Dec-2018
Certificate of Final Inspection - 20180758	05-Dec-2018



**File Number:** BP-2016-2392/10

Description of Work: Stage 11 - Louvres, Metalwork and Aluminum Fixtures to Facade

Permits/Certificates Issued:

Building Permit - 27882/20160228/11	08-Nov-2018
Occupancy Permit - 20180756	05-Dec-2018
Certificate of Final Inspection - 20180758	05-Dec-2018

**Outstanding Building Notices or Orders**

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

Should the property be the subject of a current subdivision application, Council's requirements for approval of such may not have been met if the plan has not been registered at Land Victoria.

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	62039557-018-8
Our Ref	171257

**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](http://www.planning.vic.gov.au) on 01 March 2022 12:06 PM

## PROPERTY DETAILS

Address: **UNIT 810/915 COLLINS STREET DOCKLANDS 3008 (LEVEL 8)**  
Lot and Plan Number: **Lot 810 PS742556**  
Standard Parcel Identifier (SPI): **810\PS742556**  
Local Government Area (Council): **MELBOURNE**  
Council Property Number: **698928**  
Planning Scheme: **Melbourne**  
Directory Reference: **Melway 2E D7**

[www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/melbourne](http://planning-schemes.delwp.vic.gov.au/schemes/melbourne)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **City West Water**  
Melbourne Water: **inside drainage boundary**  
Power Distributor: **CITIPOWER**

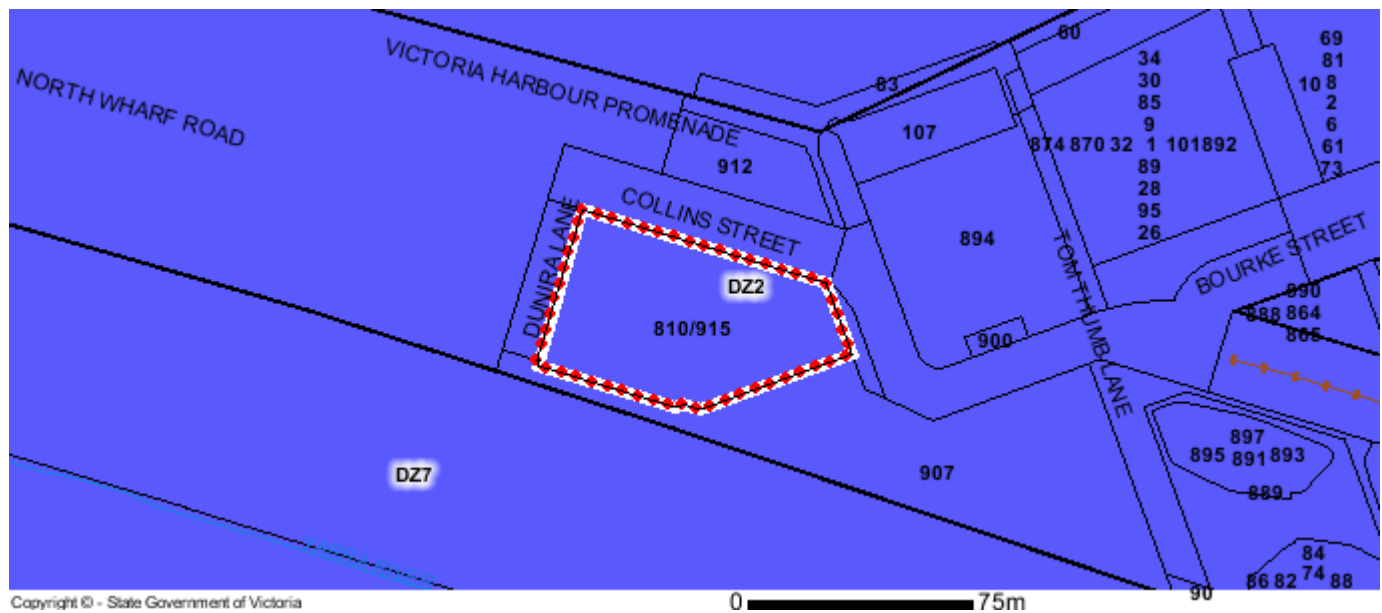
## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **MELBOURNE**

## Planning Zones

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

[DOCKLANDS ZONE - SCHEDULE 2 \(DZ2\)](#)



Copyright © - State Government of Victoria

**DZ - Dockland**

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Copyright © - State Government of Victoria

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

PLANNING PROPERTY REPORT: 810/915 COLLINS STREET DOCKLANDS 3008

Page 1 of 6

## Planning Overlays

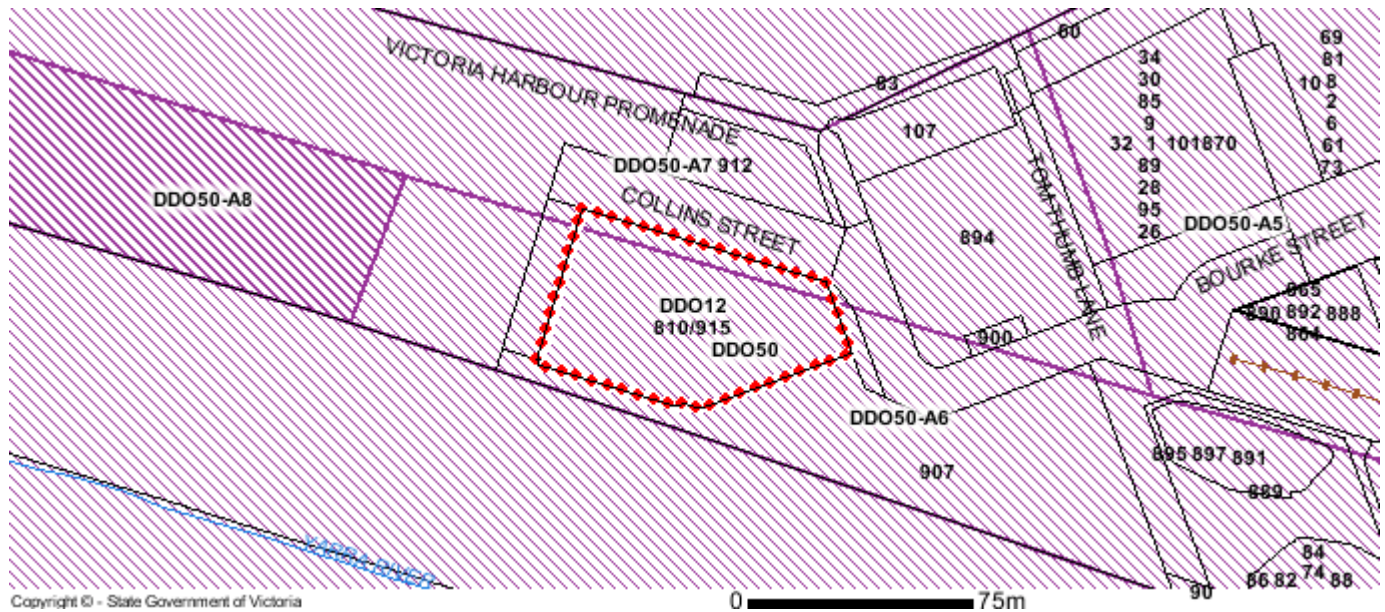
[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

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

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 50 \(DDO50\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 50 \(AREA 6\) \(DDO50-A6\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 50 \(AREA 7\) \(DDO50-A7\)](#)

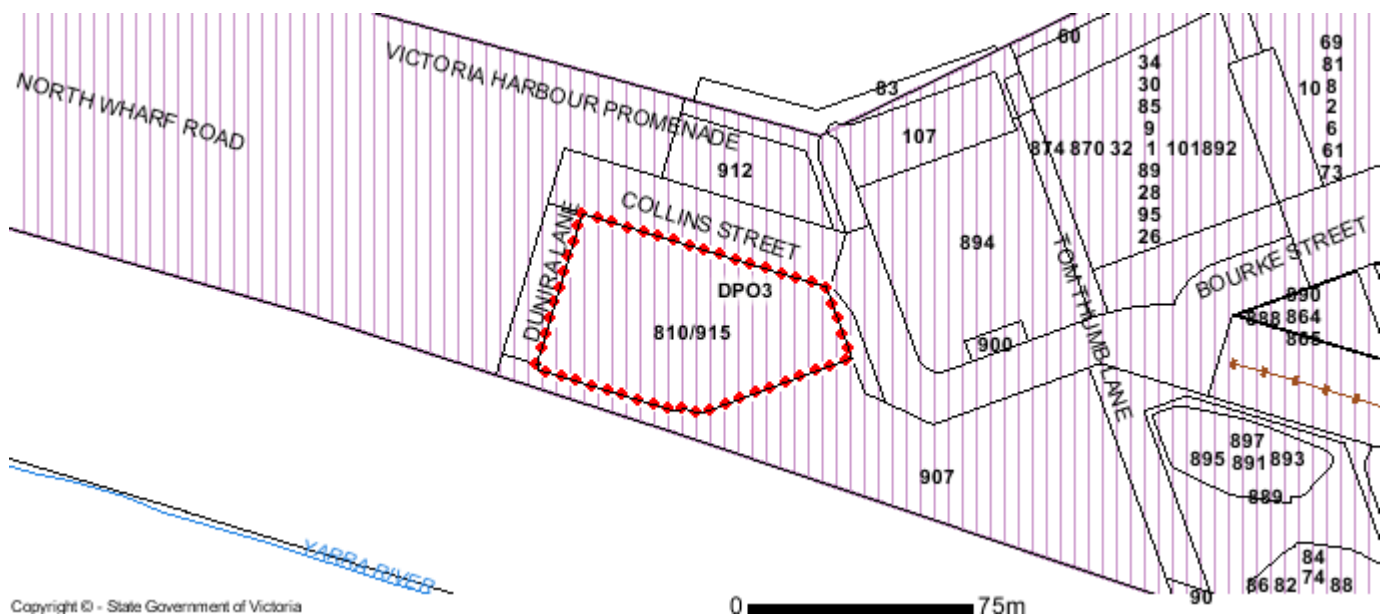


 DDO - Design and Development

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

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

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 3 \(DPO3\)](#)



 DPO - Development Plan

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

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

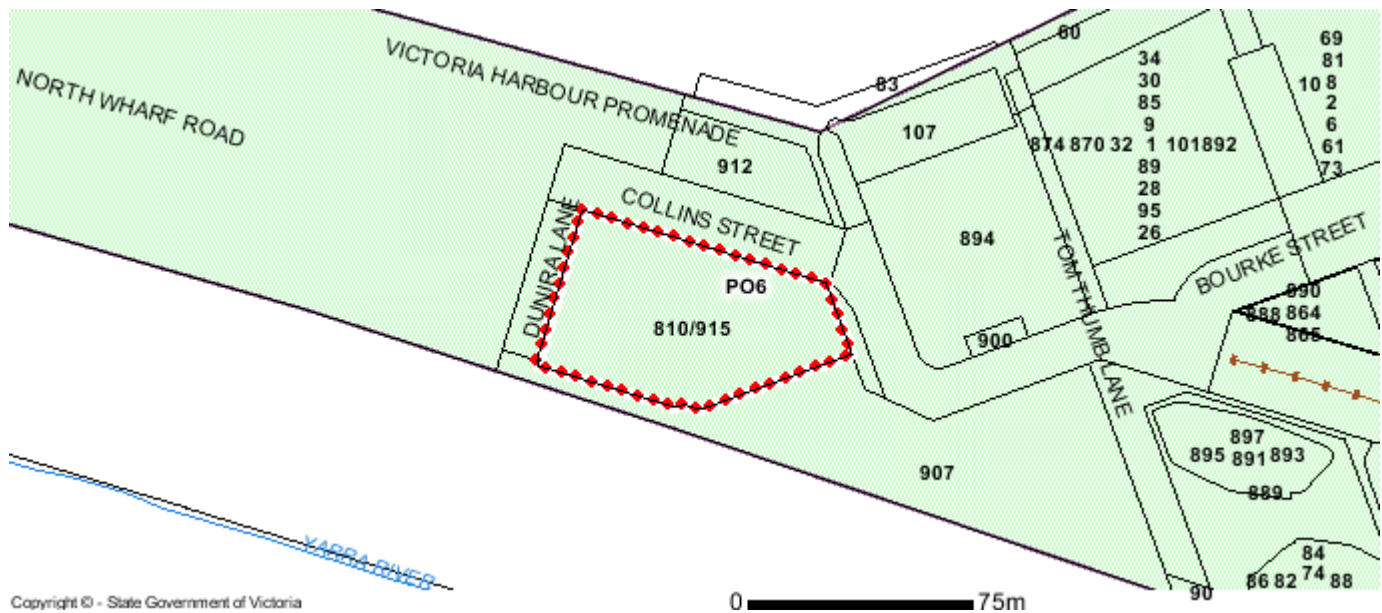
PLANNING PROPERTY REPORT: 810/915 COLLINS STREET DOCKLANDS 3008

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## Planning Overlays

### PARKING OVERLAY (PO)

#### PARKING OVERLAY - PRECINCT 6 SCHEDULE (PO6)



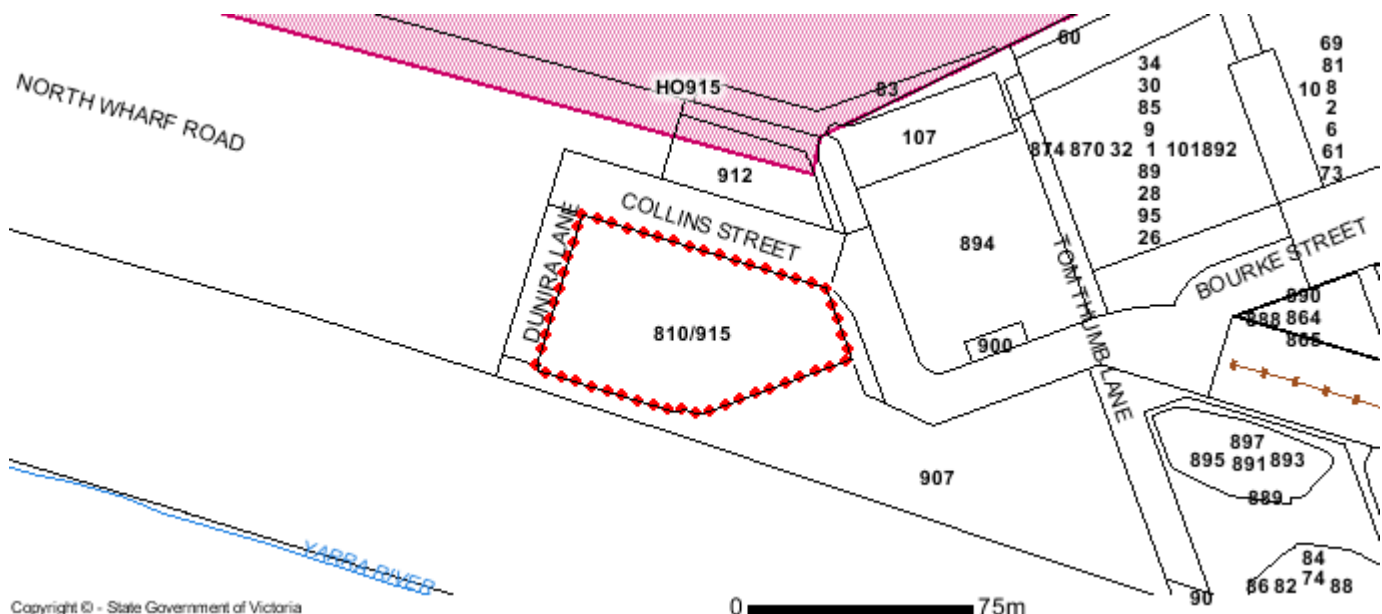
 PO - Parking


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

#### HERITAGE OVERLAY (HO)



 HO - Heritage

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

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## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

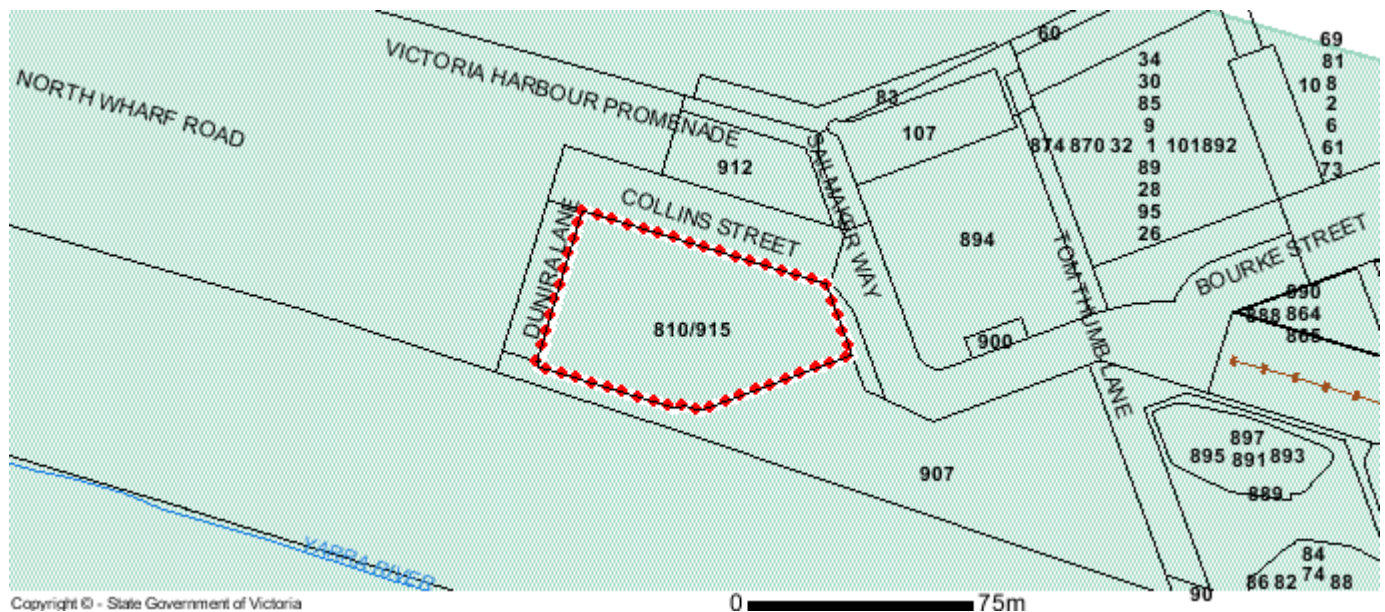
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



 Aboriginal Heritage

## Further Planning Information

Planning scheme data last updated on 23 February 2022.

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>

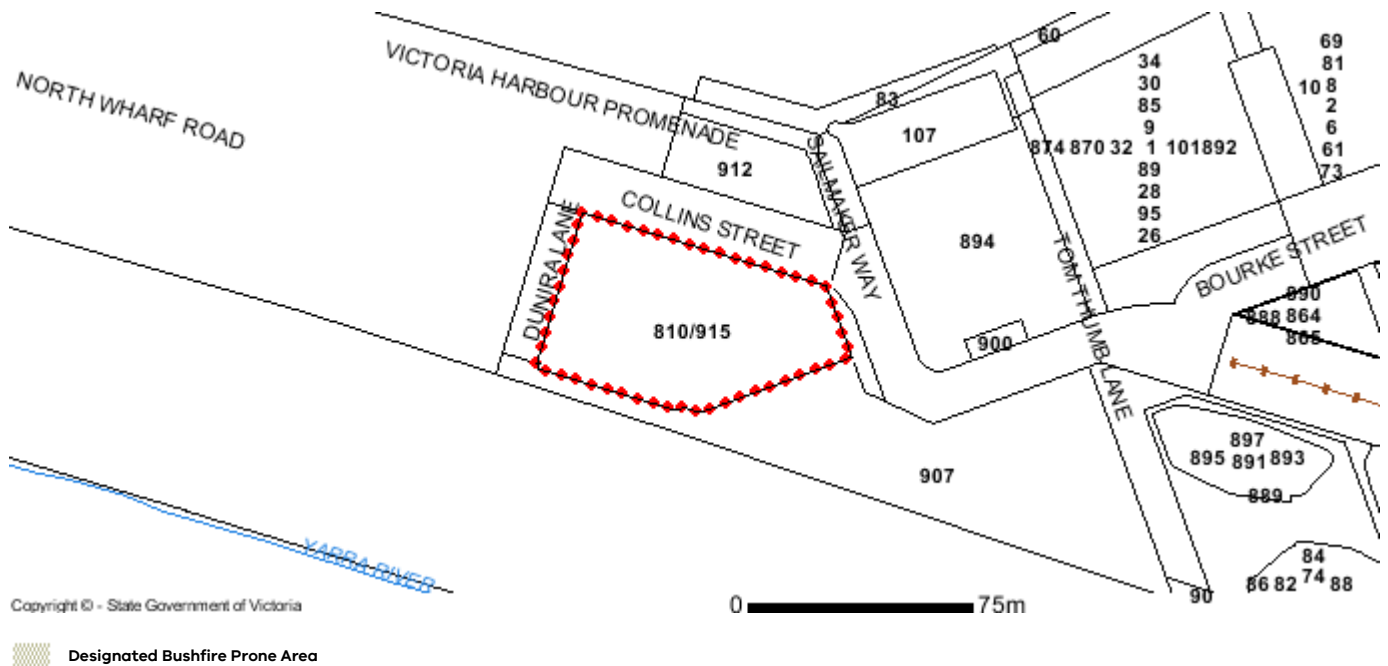
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

## Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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