



Level 2, 306 Little Collins Street  
Melbourne VIC 3000  
Tel: 03 7036 6726

## **CONTRACT OF SALE OF REAL ESTATE**

**Vendor: UAG West Melbourne Pty Ltd ACN 615 784 006 as trustee for the UAG West Melbourne Trust ABN 47 190 462 879**

**Property:** Unit .....<sup>101</sup>..... Flagstaff Hill, 45 Dudley Street, West Melbourne VIC 3003  
(being Lot ...<sup>201</sup>..... on PS831067G)

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

The terms of this contract are contained in the:

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

## **IMPORTANT NOTICE TO PURCHASERS**

### **COOLING-OFF PERIOD**

*Section 31, Sale of Land Act 1962*

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

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

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

### **EXCEPTIONS**

The 3-day cooling-off period does not apply if -

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; 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.

### **IMPORTANT NOTICE TO PURCHASERS OF 'OFF THE PLAN' PROPERTIES:**

*Section 9AA(1A), Sale of Land Act 1962*

- You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price; and
- A substantial period of time may elapse between the day on which the Purchaser signs the contract for sale and the day on which the Purchaser becomes the registered proprietor of the lot; and
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

## SIGNING OF THIS CONTRACT

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

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 agent authorised in writing by one of the parties
- must be noted beneath the signature.

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

### SIGNED BY THE PURCHASER

Signature	Print name of person signing	state nature of authority if applicable (eg. director or attorney)	Date

**SIGNED BY THE VENDOR**

on

.....  
UAG West Melbourne Pty Ltd  
Print name: Nicole Chow  
Director and Secretary  
.....

OR

on

.....  
UAG West Melbourne Pty Ltd  
Print name: .....  
Attorney under power of attorney dated .....  
.....

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

**PARTICULARS OF SALE**

**VENDOR'S ESTATE AGENT**

Name: **Dynamic Residential Group Pty Ltd**  
Address: **26 Hoddle Street, Abbotsford, VIC 3067**  
Email: **sales@dynamicresidential.com.au** Phone: **+ 61 3 8600 1200** Fax: \_\_\_\_\_

**VENDOR**

Name: **UAG West Melbourne Pty Ltd ACN 615 784 006**  
**as trustee for the UAG West Melbourne Trust ABN 47 190 462 879**

**VENDOR'S LAWYER**

Name: **Align Law**  
Address: **Level 2, 306 Little Collins Street, Melbourne VIC 3000**  
Email: **achou@alignlaw.com.au** Ref: **AC: 10719**  
Phone: **03 7036 6726**

**PURCHASER**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Is the Purchaser a Foreign Person or Corporation?  Yes  No **IF YES, complete Schedule 1**

**PURCHASER'S LAWYER OR CONVEYANCER**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Ref: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**LAND** (general conditions 3 and 9)

The land includes all improvements and fixtures and is described in the table below:

Certificate of Title reference	being lot	on plan
Volume 12463 Folio ...152.....	201	PS 831067G
Volume .....Folio.....		PS 831067G
<b>PROPERTY ADDRESS</b>	Unit...101....., 45 Dudley Street West Melbourne VIC 3003	
<b>GOODS SOLD WITH THE LAND</b> (general condition 2.3(f))	All fixed floor coverings, fixtures and fittings of a permanent nature as inspected.	

**PAYMENT** (general condition 11)

Price \$ .....

Deposit \$ ..... payable on / / (of which \$.....has been paid)

Balance \$ ..... payable at Settlement

**GST** (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:  
 If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the *GST Act* or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box:


If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

<b>Margin scheme</b>
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**SETTLEMENT**

is due on...../...../.....

**LEASE** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:  
 in which case refer to general condition 1.1.  
 If '**subject to lease**' then particulars of lease are:  
 Not applicable

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**TERMS CONTRACT** (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box:  
 and refer to general condition 23 and add any further provisions by way of special conditions.

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**LOAN** (general condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount:

Approval date:

**SPECIAL CONDITIONS**

This contract does not include any special conditions unless the words 'special conditions' appears in this box

**Special Conditions**

**VENDOR'S LEGAL PRACTITIONER'S TRUST ACCOUNT DETAILS**

Account Name: Align Law Practice Trust Account  
BSB: 083054  
Account Number: 725084483  
Reference (must be included): **Flagstaff Lot #**  
Bank: National Australia Bank  
Branch Address: 500 Bourke Street, Melbourne Victoria 3000  
Swift Code: NATAAU3303M  
(for overseas transfers only)

## SCHEDULE 1

### Foreign Person Identification Verification and Information Form

The Purchaser and any natural person signing the Contract on behalf of the Purchaser warrants that the answers given in this form are true and accurate.

#### Individuals

If the Purchaser is a natural person, please provide and complete the following at the time of signing this Contract:

Passport number: \_\_\_\_\_  Attach copy of current passport

Passport number: \_\_\_\_\_  Attach copy of current passport

Passport number: \_\_\_\_\_  Attach copy of current passport

Passport number: \_\_\_\_\_  Attach copy of current passport

#### Corporations

If the Purchaser is a corporation, please list all shareholders, their full names and usual residential addresses and the percentage of issued share capital held by each of them:

#### Shareholders

Name	Address	% held	Passport details
			No: ..... Country: .....
			No: ..... Country: .....
			No: ..... Country: .....



**Directors**

Name	Address	% held	Passport details
			No: ..... Country: .....
			No: ..... Country: .....
			No: ..... Country: .....

**Trusts**

If the Purchaser is a trustee of a trust, please provide the following details:

Name of Trust	ABN of Trust (if applicable)

Beneficiaries (name each major beneficiary)	Address	% held	Passport details
			No: ..... Country: .....
			No: ..... Country: .....
			No: ..... Country: .....

## GENERAL CONDITIONS

### TITLE

#### 1. Encumbrances

- 1.1 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 in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a 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.

#### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 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.

- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 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**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

### **3. Identity of the land**

- 3.1 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.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

### **4. Services**

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

### **5. Consents**

The vendor must obtain any necessary consent or licence required for the sale. 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.

### **6. Transfer**

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

### **7. Release of security interest**

- 7.1 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.
- 7.2 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 7.4, 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.

- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 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 7.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

- 7.11 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.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## **8. 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.

## **9. General law land**

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## **MONEY**

### **10. Settlement**

10.1 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.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

### **11. Payment**

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

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

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

## 12. Stakeholding

- 12.1 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 do 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 the **Sale of Land Act 1962** have been satisfied.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
  - (b) if 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if 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.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.

- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

#### **14. Loan**

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### **15. Adjustments**

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 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.

### **TRANSACTIONAL**

#### **16. Time**

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

#### **17. Service**

- 17.1 Any document sent by:



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

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

#### **18. Nominee**

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

#### **19. 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 default by a proprietary limited company purchaser.

#### **20. 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.

#### **21. Notices**

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

#### **22. 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.

#### **23. Terms contract**

23.1 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.

23.2 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 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.

**24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**25. 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

### 26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### 27. Default notice

27.1 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.

27.2 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.

### 28. Default not remedied

28.1 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.

28.2 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.

28.3 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.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

## SPECIAL CONDITIONS

### 1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Contract, unless the context clearly indicates otherwise:

- (a) words and expressions defined in the Particulars of Sale and not otherwise defined in special condition 1.1 have the meaning given in the Particulars of Sale; and
- (b) the following words and expressions have the following meanings:

**Agreed Car Park Licence** means the form of car park licence which is attached to this Contract at Annexure C and will need to be entered into if the Vendor accepts an offer under special condition 24 as varied under the terms of this Contract.

**Business Day** means a day on which trading banks are open for business in the city of Melbourne but excluding Saturday and Sunday.

**Car Park** means the car park lot sold with the Property for the purposes of vehicle parking.

**Checklist** means the due diligence checklist attached in the Vendor's Statement.

**Claim** means any claim, action, proceeding, judgment, damage, penalty, loss, cost, expense or liability however incurred or suffered or brought or made or recovered against any person however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or buyers or inability to use the Land;

**Contaminant** means a solid, liquid, gas, odour, temperature, sound, vibration, radiation or substance including all hazardous substances and any pollutant or contaminant defined as such in (or for the purposes of) any Environmental Law which makes or may make the Land:

- (a) unfit or unsafe for habitation or occupation by humans or animals;
- (b) degraded in its capacity to support plant life;
- (c) otherwise environmentally degraded;
- (d) not comply with any Environmental Law.

**Day of Sale** means that day on which this Contract is executed by the Vendor.

**Deposit** means the sum stated in the Particulars of Sale.

**Environmental Law** means a law regulating or relating to the environment.

**FATA** means the *Foreign Acquisitions & Takeovers Act 1975*.

**FIRB** means the Treasurer of the Commonwealth of Australia under the FATA.

**FIRB Application** means an application for the FIRB Approval.

**FIRB Approval** means approval granted by the FIRB to the Purchaser for to the purchase of the Property.

**Foreign Person** means a 'Foreign Person' as defined in FATA.

**Government Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**GST** means a goods and services tax within the meaning of the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* as amended.

**Guarantee** means a guarantee in the form of the guarantee attached at Annexure A of this Contract.

**Land** means the land described in the Particulars of Sale.

**Law** means any law (including principles of law or equity established by decisions of courts) that applies to Victoria, and any rule, regulation, ordinance, by law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Government Agency.

**Lot** means the lot number(s) set out in the Particulars of Sale.

**Month** means a calendar month.

**Object** means to make any Claim against the Vendor (before or after the date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract.

**Outgoings** means all rates, taxes, assessments, fees and other outgoings and includes land tax on a multiple holding basis (if permitted by Law), levies, fire insurance premiums, Owners Corporation fees or insurance premiums or other expenses levied in respect of the Property but excludes any supplementary rates or taxes or other such rates assessed in respect of the Property after the Settlement Date and any special levy contemplated by special condition 16.3 which are the responsibility of the Purchaser.

**Owners Corporation** means the owners corporation on plan of subdivision PS 831067G.

**Owners Corporation Act** means the *Owners Corporation Act 2006*.

**Owners Corporation Regulations** means the *Owners Corporation Regulations 2007*.

**Planning Restriction** means any restriction on the use or development of the Land under any planning scheme, statute, regulation, local law, any s173 Agreement or permit condition or imposed by any authority empowered to control the use or development of the Land, including the Planning Permit.

**Property** means the Land and the Goods.

**Purchaser's Lawyer** means the details of the purchaser's lawyer or conveyancer set out in the Particulars of Sale.

**Purchase Price** or **Price** means the price set out in the Particulars of Sale.

**Purchaser Rights** means:

- (a) making requisitions or objections;
- (b) claiming compensation or damages;
- (c) rescinding or purporting to rescind;
- (d) calling on the Vendor to amend title or bear the cost of doing so;
- (e) seeking a reduction in the Price;
- (f) refusing or delaying payment of the whole or part of the Price;
- (g) retaining the whole or part of the Price;
- (h) postponing settlement;
- (i) avoiding obligations;

under this contract or bringing any claim or action against the Vendor (or any of its contractors, employees or agents).

**s173 Agreement** means an agreement under s173 of the *Planning & Environment Act 1987*.

**Settlement** means the day on which settlement of this Contract takes place and the Balance is paid to the Vendor.

**Settlement Date** means the day on which the payment of the Balance is due according to the Particulars of Sale.

**SLA** means the *Sale of Land Act 1962*.

**TAA** means the *Taxation Administration Act 1953 (Cth)*.

**Transfer of Land** means the instrument of transfer of land to the Purchaser (or nominee, if applicable).

**Utilities** means water, recycled water, sewerage, drainage, gas, electricity, telecommunications and other like services (including if applicable the national broadband network) and includes all installations, pits, pipes, wires, fibre optic cables, mains, connections and machinery relating to those services (if any).

**Vendor's Lawyer** means Align Law of Level 2, 306 Little Collins Street, Melbourne VIC 3000.

**Vendor's Statement** means the statement made by the Vendor under s32 of the SLA.

**Vendor Warranties** means the warranties given by the Vendor in this Contract (including those in general conditions 2.3 and 2.4 which apply to this Contract).

1.2 In this Contract unless the contrary intention appears or the context otherwise requires:

- (a) Words importing the singular include the plural and vice versa;
- (b) Words importing a gender include any gender;
- (c) An obligation of two or more parties shall bind them jointly and severally;
- (d) If a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (e) A reference to a person includes an owners corporation, a firm, a natural person, an unincorporated association, or a Government Agency;
- (f) A reference to a person includes a reference to the person's legal personal representatives, successors, and permitted substitutes and assigns; and
- (g) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

## **2. AMENDMENT TO GENERAL CONDITIONS**

2.1 The Purchaser and the Vendor agree that if there is:

- (a) any inconsistency between the provisions of the general conditions and these special conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of these special conditions will prevail and have priority; and
- (b) any inconsistency between this special condition and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special conditions will prevail and have priority over this special condition.

2.2 The following general conditions are amended or added:

- (c) general condition 1.1(a) is amended by inserting "and any encumbrance referred to in or arising out of any special condition in this contract of sale" after "caveats".
- (d) general condition 1.1(b) is amended by inserting "exceptions, conditions and restrictions" after "reservations".
- (e) general condition 2.1 is deleted.
- (f) general condition 6 is amended by replacing the term "10 days" with the term "21 days". In addition, an additional sentence shall be added after the first sentence that reads, "The transfer of land must be prepared on the basis that it shall be signed on behalf of the vendor by the Vendor's Lawyer."
- (g) general condition 8 is deleted.
- (h) general condition 10.1(b)(i) is amended to read: 'provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land; and '.
- (i) general condition 10.3 is deleted and replaced with:



'10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise. A settlement which occurs after 4.00p.m. will, unless the vendor agrees otherwise, be treated as having occurred at 9.00a.m. on the following business day.'

(j) The following general condition 12.4 is added:

"12.4 Where the Purchaser is deemed by section 27(7) of the SLA to have given the deposit release authorisation referred to in section 27(1) of the SLA, the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title".

(k) general condition 14.2(c) is amended to read as follows: 'serves written notice ending the contract on the vendor by the approval date accompanied by information that evidences the loan was not approved to the satisfaction of the vendor; and'.

(l) general condition 15.2 is amended by adding an additional clause 15.3 that reads:

"15.3 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments."

(m) general conditions 24.4, 24.5 and 24.6 are deleted.

(n) general condition 26 is amended by replacing "2%" with "6%".

(o) general condition 28.3(b) is deleted.

(p) general condition 28.4(a) is amended to read as follows: 'an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property'.

(q) general condition 28.4(c) is amended by deleting the words "one year" and replacing with the words "three years".

### **3. ACKNOWLEDGMENT**

3.1 The Purchaser acknowledges that:

(a) prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended to legally bind the Purchaser, the Purchaser has been given:

(i) a copy of this Contract;

(ii) a Vendor Statement in writing executed by the Vendor containing the particulars required by section 32(1) of the SLA; and

(iii) a Checklist in accordance with sections 33A and 33B of the SLA;

(b) the Purchaser has read and understood those documents including all attachments disclosed in the Vendor Statement.

- (c) no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the Price has been made by or on behalf of the Vendor's Estate Agent.

## **WARRANTIES**

3.2 The Purchaser acknowledges and agrees that:

- (a) the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty that any structures or improvements in or on the Property (including but not limited to any swimming pool and/or spa on the Property) complies with any Law and the Purchaser expressly releases the Vendor and/or his servants or agents from any Claims or demands in respect thereof;
- (b) the Land is sold subject to any other restriction as to use imposed by law or by any authority with power under any legislation to control the use of land. Any such restrictions will not constitute a defect in title or a matter of title or affect the validity of this contract and the Purchaser shall not make any Objection or Claim from the Vendor in respect thereof nor claim any right to terminate this contract or delay settlement;
- (c) no information, representation or warranty supplied, made or given by the vendor or its agents or any other person on behalf of the Vendor was made with the knowledge or intention that it would be relied upon and that no such information, representation or warranty has, in fact, been relied upon and the Purchaser has relied entirely upon its own enquiries and inspection of the Property; and
- (d) the Purchaser does not rely upon any promise, representation, warranty or undertaking arrangement, condition, statement or agreement given or made by the Vendor or the Vendor's Estate Agent or any agent or any person on behalf of the Vendor except for those set out in this Contract.

3.2 The Purchaser cannot exercise any Purchaser Rights because of any matter referred to in this special condition 3.

## **4. PURCHASER RELIES ON OWN ENQUIRIES**

4.1 The Purchaser warrants that unless this Contract states otherwise, it has not been induced to enter into this Contract by any express or implied statement, warranty or representation:

- (a) whether oral, written or otherwise; or
- (b) made by or on behalf of the Vendor in respect of the Property or anything relating to, or which could have an effect on, the Property including but not limited to:
- (c) the fitness or suitability of the Property for any purpose;
- (d) any financial return or income derived or to be derived from the Property;
- (e) any budget or feasibility relating to the Property;
- (f) the state of repair of the Property; and

(g) the existence of any rights, powers, limitations, duties or obligations of any person.

4.2 The Purchaser acknowledges that:

- (a) it is relying entirely on its own enquiries in entering this Contract; and
- (b) it accepts the Property and inclusions in its present state of repair and subject to any latent or patent defect, infestations, contamination and dilapidation.

4.3 The Purchaser further acknowledges and agrees that the Property is sold and the Purchaser takes title thereto subject to all existing water, sewerage, drainage, gas and electricity, telephone or other installations, services and utilities (if any) on, at or securing the Property. In particular, the Purchaser must not exercise any Purchaser Rights, in respect of any of the following:

- (a) the nature, location, availability of any such installations, services and utilities;
- (b) if any such service is a joint service with any other land or building;
- (c) if any such service for any other property or building or any parts or connections therefore pass through the Property;
- (d) if any sewer or water main or connection passes through in or over the Property;
- (e) if there is a manhole or vent on the Property; or
- (f) if because of or arising out of any such installations, services and utilities the Property may be subject to or have the benefit of any rights or easements in respect of any such installation, service or utility.

4.4 The Purchaser cannot exercise any Purchaser Rights because of any matter referred to in this special condition 4.

## **5. PLANNING RESTRICTIONS**

5.1 The Purchaser acknowledges and agrees that:

- (a) the Purchaser buys the Property subject to any Planning Restriction. No Planning Restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract;
- (b) the Purchaser shall not make requisition or objection or be entitled to any compensation from the Vendor in respect of any Planning Restriction; and
- (c) the Purchaser agrees to comply with the provisions of any Planning Restriction as it affects the use of the Property.

5.2 The Purchaser must not exercise any Purchaser Rights in relation to any of the matters referred to in this special condition or in respect of any Planning Restrictions and agrees that these matters do not affect the Vendor's title to the Land.

## **6. ENVIRONMENTAL MATTERS**

- 6.1 The Vendor makes no representation and gives no warranty that there is no Contaminant in, on or under the Land.
- 6.2 The Purchaser:
- (b) acknowledges that it has inspected the Land and purchased it in its present condition irrespective of whether there is any Contaminant in, on or under the Land; and
  - (c) assumes full responsibility for the presence of any Contaminant on the Land and anything incidental to it, including compliance with all relevant Laws including Environmental Laws, all Planning Restrictions and the requirements of any Government Agency in respect of it.
- 6.3 The Purchaser:
- (d) releases the Vendor to the extent possible at law in relation to any Claim or Loss relating to any Contaminant in, on or under the Land or which has emanated or is emanating from the Land; and
  - (e) indemnifies the Vendor against all Claims and Loss, resulting in any way from the existence of Contamination in, on or under the Land or which has emanated or is emanating from the Land, including actions based on injury to any person or property.
- 6.4 The Purchaser must not exercise any Purchaser Rights in relation to any of the matters referred to in this special condition and agrees that these matters do not affect the Vendor's title to the Land.
- 6.5 This special condition does not merge on Settlement Date.
- 7. DEPOSIT**
- 7.1 Any Deposit monies (as defined by Section 23 of the SLA) shall be held as a stakeholder by and applied by the Vendor's Lawyer in accordance with Division 3 of the SLA.
- 7.2 The stakeholder shall be entitled to place the Deposit in an interest bearing bank deposit and any interest earned (less costs duties and expenses incurred in connection) shall be paid to the party who becomes entitled to the stake.
- 7.3 If the Deposit (or any part thereof) is not paid on the date set out in the Particulars of Sale (**Deposit Due Date**) then the Vendor may:
- (a) terminate this Contract by notice in writing to the Purchaser;
  - (b) upon service of such notice, this Contract will be immediately at an end, without prejudice to the Vendor's rights pursuant to general condition 28.4; and
  - (c) forfeit any part of the Deposit paid by the Purchaser.
- 7.4 The Purchaser agrees that general condition 27.1 does not apply and the Purchaser will have no claim against the Vendor for compensation if the Vendor terminates this Contract pursuant to special condition 7.3.

7.5 Without limiting the Vendor's rights pursuant to special condition 7.3, interest will be payable on the Deposit if it is not paid on the Deposit Due Date calculated in accordance with general condition 26 from the Deposit Due Date until the date the Deposit is paid.

## **8. GUARANTEE**

8.1 If the Purchaser is or includes a proprietary company then the Purchaser must contemporaneously with the execution of this contract procure the proper completion and execution of the Guarantee by each of the directors of that company.

8.2 Despite the first part of this special condition, if the Purchaser is or includes a proprietary company which is a subsidiary of a company listed on the Australian Stock Exchange, then the Vendor will accept a Guarantee executed by the listed company in place of a Guarantee by the directors of the Purchaser.

## **9. DUTY**

9.1 The Purchaser acknowledges and agrees that the Purchaser will not Object because of the amount of duty payable on a transfer of the Land to the Purchaser or to any nominated or substituted purchaser.

9.2 The Vendor makes no warranty or representation regarding the amount of duty payable on the transfer of the Land.

9.3 The Purchaser is liable for and indemnifies the Vendor against any duty that becomes payable in respect of a transfer of the Land to the Purchaser or to any nominated or substituted purchaser.

If the Purchaser comprises more than one person or entity:

- (a) it is each Purchaser's responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Property;
- (b) if the proportions recorded in the transfer of land document differ from those recorded in the Contract, it is each Purchaser's responsibility to pay any additional duty or charge which may be assessed as a result of the variation; and
- (c) each Purchaser jointly and severally indemnifies the Vendor, the Vendor's Estate Agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty or charge payable as a result of the proportions in the transfer of land document differing from those in the Contract.

9.4 This special condition will not merge at settlement.

## **10. TRANSFEROR STATEMENT**

10.1 The Vendor's Lawyer shall initiate the preparation of a transferor statement within a reasonable time after receipt of this duly executed contract.

10.2 The Purchaser or the Purchaser's Lawyer must within 5 Business Days of the Day of Sale provide the Vendor's Lawyer with an email address if not provided in the particulars of sale to which the transferor statement can be shared.

- 10.3 The Purchaser or the Purchaser's Lawyer must complete the transferor statement within 5 business days of receipt of the transferor statement.
- 10.4 The Purchaser or the Purchaser's Lawyer must not alter, vary, amend or otherwise do anything which results in the vendor needing to re-sign the transferor statement:
- (a) within 10 Business Days of settlement;
  - (b) after the Vendor or Vendor's Lawyer signs the transferor statement within Duties Online; or
  - (c) such other period notified by the Vendor's Lawyer to the email address provided.
- 10.5 If the Purchaser or the Purchaser's Lawyer breaches any of the above the Purchaser will be deemed to be in default under this Contract and the Vendor is not obliged to complete this Contract until 7 Business Days after the transferor statement is available for signing by the Vendor or the Vendor's Lawyer.

## 11. ELECTRONIC CONVEYANCING

- 11.1 Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This special condition 11 has priority over any other provision to the extent of any inconsistency.
- 11.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 11 ceases to apply from when such a notice is given.
- 11.3 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.
- 11.4 The Vendor must open the Electronic Workspace (**workspace**) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 11.5 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

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

11.6 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 –
- (c) if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 11.6 has not occurred by 4:00 pm; or 5:00 pm if the nominated time for settlement is after 4:00 pm.

11.7 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.

11.8 The Vendor is not responsible for any error caused by the Electronic Conveyancing National Law Victoria or the Electronic Lodgement Network Operator.

11.9 The Purchaser and the Vendor must not make any Claim on the Vendor's Lawyer for any matter arising out of this special condition 11.

11.10 The Vendor must before settlement:

- (a) deliver any keys, security devices and codes (**keys**) to the estate agent named in the contract;
- (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the contract; and
- (d) give, or direct its subscriber to give, all those documents and items and any such keys to the Purchaser or the Purchaser's nominee on notification by the Electronic Network Operator of settlement.

## **12. DELAYED SETTLEMENT**

12.1 Without limiting any other rights of the Vendor, if the Purchaser:

- (a) fails to settle on the Settlement Date; or
- (b) requests an extension to the Settlement Date; or
- (c) the Purchaser's Lawyer or the Purchaser's lender fails to accept or fails to ensure the Settlement Date in the electronic conveyancing system operated by Property Exchange

Australia Ltd (**PEXA**) or any other electronic conveyancing system agreed by the parties is in a state of readiness for Settlement on the due date,

the Purchaser shall be in default of this Contract and must pay to the Vendor's Lawyer's an amount of \$500 plus GST representing the additional legal costs and disbursements incurred by the Vendor to the Vendor's Legal Practitioner to deal with such failure or request.

### **13. NOMINATION**

13.1 The Purchaser may nominate a substitute or additional transferee(s) to take title to the Property at Settlement (**Nominee**) subject to compliance with the balance of this special condition, but the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract.

13.2 If the Purchaser nominates, such nomination can only occur if:

- (a) the Purchaser is not in default pursuant to the Contract; and
- (b) notice is given fourteen (14) days prior to the Settlement Date; and
- (c) the Purchaser nominates a company, the directors must execute a Guarantee in the form attached to the Contract and provide the Vendor's Lawyer with an original executed Guarantee with the nomination documents; and
- (d) the Nominee notifies the Vendor's Lawyer as to their residency status; and
- (e) in the case where the Nominee is a foreign purchaser, the Nominee provides the Vendor's Lawyer with a copy of the FIRB approval obtained for the purchase of the Property; and
- (f) the Nominee pays \$350 plus GST to the Vendor's Lawyer which represents costs for advising the Vendor on compliance with this special condition 13.

### **14. TRUST**

14.1 If the Purchaser is buying the Property as a trustee of a trust then the Purchaser:

- (a) must not do anything to prejudice any right of indemnity the Purchaser may have under the trust;
- (b) warrants that the Purchaser has power under the trust to enter into this Contract;
- (c) is personally liable under this Contract;
- (d) warrants that the Purchaser has a right of indemnity under the trust; and
- (e) must not allow the variation of the trust or the advance or distribution of capital of the trust or resettlement of any property belonging to the trust.

### **15. FOREIGN ACQUISITIONS AND TAKEOVERS ACT**

15.1 If the Purchaser is a Foreign Person then, but not otherwise:



- (a) the Purchaser must obtain FIRB Approval; and
- (b) this Contract is subject to and conditional upon the Purchaser obtaining FIRB Approval within 30 days after the Day of Sale or such later date approved by the Vendor in writing (**FIRB Approval Date**).

15.2 The Purchaser warrants the Vendor that:

- (a) all the information contained in the Schedule 1 of the Particulars of Sale is true and accurate in every particular;
- (b) the Purchaser has not breached section 26A of the FATA in entering into this Contract;
- (c) the Purchaser has obtained:
  - (i) any authority of the Reserve Bank of Australia required under the Banking (Foreign Exchange) Regulations 1959 (Cth); and
  - (ii) any other approval required from any authority under any other Law,to enter into this Contract.

15.3 The Purchaser further warrants to the Vendor that the Purchaser will:

- (a) make the FIRB Application immediately after the Day of Sale if it has not already done so;
- (b) immediately complete such forms, applications, declarations or documents and pay any fee and do all other things as may be required to obtain FIRB Approval at the earliest possible time;
- (c) not withdraw or hinder the FIRB Application once lodged without the Vendor's prior written consent;
- (d) keep the Vendor's Lawyer fully informed of the progress of the FIRB Application and if required by the Vendor, provide copies of any documents lodged or received in respect of the application;
- (e) within 2 Business Days of receipt of any written communication from the FIRB, advise and provide the Vendor with a copy of such written communication;
- (f) upon the FIRB Approval being obtained, the Purchaser must within 2 Business Days, provide a copy of the FIRB Approval to the Vendor's Lawyer.

15.4 If the FIRB Application is made by the Purchaser's Legal Practitioner or Conveyancer, the Purchaser warrants to the Vendor that:

- (a) the Purchaser has disclosed all information necessary for the FIRB Application to the Purchaser's Legal Practitioner or Conveyancer; and
- (b) the Purchaser's Legal Practitioner or Conveyancer has advised the Purchaser that the Purchaser is likely to obtain Purchaser FIRB Approval.

- 15.5 The Purchaser further agrees:
- (a) that all information provided by the Purchaser to the FIRB or the Vendor pursuant to this Special Condition 15 will be true and correct in every particular and will not by omission of information or otherwise misrepresent any facts;
  - (b) to indemnify and keep indemnified the Vendor from and against any loss and damage including any consequential loss it may suffer or incur if the Purchaser breaches any part of this Special Condition 15; and
  - (c) to comply with this Special Condition 15 and the provisions after settlement and completion of this Contract should that be necessary in order to comply with any of FIRB's or FATA requirements.
- 15.6 If the Purchaser is unable to obtain the FIRB Approval by the FIRB Approval Date, the Vendor may in its absolute discretion elect to:
- (a) end this Contract on or after the FIRB Approval Date; or
  - (b) extend the FIRB Approval Date.
- 15.7 If the Contract is terminated pursuant to Special Condition 15.6(a), any deposit paid by the Purchaser will be refunded in full and the Purchaser will not have the right to compensation or damages against the Vendor as a result of the termination or rescission.
- 15.8 If any of the warranties given by the Purchaser in this Special Condition are untrue in any way:
- (a) the Purchaser will be in default under this Contract;
  - (b) if this Contract does not proceed to Settlement as a consequence of the Purchaser's breach of the warranty the Deposit paid by the Purchaser will be forfeited to the Vendor as its absolute property; and
  - (c) the Purchaser indemnifies the Vendor against all loss (including consequential loss) suffered by the Vendor as a result of the breach of the warranty.

## **16. OUTGOINGS AND OTHER EXPENSES**

- 16.1 All Outgoings for the Property will be adjusted between the Vendor and the Purchaser on the Settlement Date on the basis that they have or will be paid by the Vendor. Despite this special condition the Vendor may pay the Outgoings in proportions as the Vendor sees fit in the Vendor's absolute discretion and the Purchaser must not require them to be paid on an earlier date.
- 16.2 If the Property is not separately assessed in respect of the Outgoings, then the portion of any such Outgoings to be adjusted between the Vendor and the Purchaser is either:
- (b) on the basis that the amount to be apportioned between them is the proportion of the Outgoing equal to the proportion which:
    - (i) the lot liability of the Property bears to the total liability of all of the lots on the Plan; or

(ii) the surface area of the Property bears to the surface area of the land that is subject to the assessment; or

(c) on such other basis,

as the Vendor may reasonably direct the Purchaser on or before the Settlement Date.

16.3 If any supplementary rates or outgoings are assessed, levied or charged against the Property on or after the Settlement Date, the Purchaser shall be solely responsible to bear or pay the supplementary amount.

16.4 The Purchaser must pay each of the cost incurred by the Vendor for providing and/or connecting any Utilities to the Property and the cost incurred by the Vendor of installing meters in respect of such Utilities and any special fee or charge levied on the Vendor on or after the Day of Sale by the Owners Corporation under the Owners Corporations Act or Owners Corporation Regulations. The special fee or charge or other costs referred to in this special condition 16.4 will not be subject to apportionment between the Vendor and the Purchaser and payable in full by the Purchaser at settlement.

## **17. DEFAULT**

17.1 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date specified in this Contract for the payment of the balance as defined in the Contract (**Due Date**) the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to interest payment in accordance with the terms of the Contract:

- (a) all expenses associated with finance required by the Vendor to complete the Vendor's purchase of another property and interest charged on such finance;
- (b) interest payable by the Vendor under any existing mortgage over the property calculated from the Due Date;
- (c) the Vendor's legal costs and expenses as between the Vendor's Lawyer and the Vendor incurred due to the breach, including the cost of issuing any default notice agreed at \$850 plus GST; and any commission or other expenses claimed by the Vendor's Agents or other representatives relating to sale of the property; and
- (d) penalties payable by the Vendor to a third party through any delay in completion of the Vendor's said purchase.

## **18. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

18.1 Words defined or used in Subdivision 14-D of Schedule 1 to the TAA have the same meaning as this special condition unless the context requires otherwise.

18.2 Every Vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the TAA. This specified period in the clearance certificate must include the actual date of settlement.

- 18.3 This special condition only applies 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 TAA (**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.
- 18.4 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.
- 18.5 The Purchaser must:
- (b) 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 special condition; and
  - (c) ensure that the representative does so.
- 18.6 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:
- (d) 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 special condition if the sale of the property settles;
  - (e) promptly provide the Vendor with proof of payment; and
  - (f) otherwise comply or ensure compliance, with this special condition;
- despite:
- (g) any contrary instructions, other than from both the Purchaser and the Vendor; and
  - (h) any other provision in this contract to the contrary.
- 18.7 The representative is taken to have complied with the requirements of special condition 18.6 if:
- (i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (j) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 18.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the TAA must be given to the Purchaser at least 5 business days before the due date for settlement.
- 18.9 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 Section 1 to the

TAA. 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.

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

## **19. GST WITHHOLDING**

### **19.1 Interpretations:**

In this special condition:

**Commissioner** means 'Commissioner' as defined in the GST Act;

**GST Payment** means the payment contemplated by Section 14-250 in the TAA;

**Notification** means the notification contemplated by Section 14-255 in the TAA;

**Vendor's Notice** means the notice which contains, amongst other things, details required for the purpose of the Notification.

19.2 If the Purchaser is required to withhold GST pursuant to the TAA then this special condition 19 applies and general conditions 13.2 and 13.3 do not apply to this Contract.

**19.3** Words defined or used in Subdivision 14-E of Schedule 1 to the TAA or in the GST Act have the same meaning in this special condition unless the context requires otherwise.

19.4 The parties acknowledge and agree that:

- (a) the Vendor must prior to Settlement provide the Purchaser with the Vendor's Notice for the purpose of the Notification;
- (b) the Purchaser must withhold the GST at Settlement;
- (c) the Purchaser must make the GST Payment pursuant to the TAA but in any event must be on or before Settlement or as determined by the Commissioner; and
- (d) the Purchaser may not exercise any Purchaser Rights due to any deficiency in the Vendor's Notice.

19.5 If Settlement is effected as an Electronic Settlement the Purchaser is taken to have complied with its obligations in special condition 19.4 if the Purchaser includes the amount equivalent to the GST Payment in the settlement statement requiring payment to the Commissioner with respect to this transaction.

19.6 If the Purchaser fails to make the GST Payment to the Commissioner in accordance with special condition 19, then without prejudice to the Vendor's other rights:

- (a) the Vendor may refuse to settle this Contract or may settle this Contract at any time between the Settlement Date and the date which is 5 days after the Purchaser makes the GST Payment; and

(b) the Purchaser is deemed to be in default under this Contract and the Purchaser must pay interest in accordance with general condition 26.

19.7 The Purchaser must indemnify, hold harmless and keep indemnified the Vendor from and against all losses or claims that the Vendor and/or its representatives or Vendor's Lawyer pays, suffers, incurs or are liable for arising from or incidental to the Purchaser failing to make the GST Payment, if required, in the manner and within the time pursuant to the TAA.

19.8 This special condition is a fundamental term of this Contract and does not merge at Settlement or the transfer of the Property.

## 20. WAIVER

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

## 21. SEVERABILITY

If any of the provisions of this Contract shall be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or enforceability or illegality (unless deletion of such provision or provisions would substantially alter the expressed or implied intent of the parties), will not effect the operation or interpretation of any other provisions of this Contract to the intent that the invalid, unenforceable or illegal provision or provisions would be treated for the purposes of this Contract as severed from this Contract.

## 22. NON MERGER

Any provision of this contract that is capable of having effect after the Settlement Date will not merge in the instrument of transfer of the Land.

## 23. CAR PARKS - LICENCE TO VENDOR POST SETTLEMENT

23.1 In this Special Condition,

(a) **Acceptance Period** means a fourteen (14) day period commencing on the date of service of the Offer and the Proposal Document on the Vendor;

(b) **Offer** means a first offer by the Purchaser to licence the Car Park lot to the Vendor on the terms set out in the Agreed Car Park Licence; and

(c) **Notice of Acceptance** means written notice by the Vendor to the Purchaser or another party;

(d) **Proposal Document** means the details relating to the terms and conditions on which the proposed lease, licence or other occupancy right is proposed to be granted.

23.2 Subject to Special Condition 23.3, after the Settlement Date, the Purchaser must ensure that no leases, licences or other occupancy rights are granted in relation to a Car Park lot which is sold with the Property, unless the Purchaser or other party seeking to grant such possessory rights first makes an Offer to the Vendor.

- 23.3 The Purchaser agrees and acknowledges that it must ensure that any tenant or other occupant occupying the Property while the Purchaser is the registered proprietor of the Property complies with this Special Condition 23.
- 23.4 The parties agree that Special Condition 23.2 will not apply in the event that the Purchaser or the other party that wishes to grant a lease or licence relating to the Car Park lot that has been sold with the Property also leases or licences the unit that forms part of the Property to the same relevant third party.
- 23.5 The Purchaser must ensure that the Purchaser or the other party that wishes to grant a lease or licence of a Car Park Lot which is sold with the Property submits the Offer and Proposal Document to the Vendor in writing for its consideration.
- 23.6 If the Vendor elects to accept the Offer, the Vendor must give its Notice of Acceptance to the Purchaser or the other party within the Acceptance Period. For the purposes of this Special Condition 23.6 time shall be of the essence.
- 23.7 Upon acceptance of the Offer by the Vendor, the Purchaser or the other party and the Vendor shall be deemed to be bound by the Agreed Car Park Licence. The Purchaser or the other relevant party shall also execute and return to the Vendor, the Agreed Car Park Licence duly signed within fourteen (14) days of the Purchaser or other party receiving the Notice of Acceptance.
- 23.8 If the Vendor does not deliver a Notice of Acceptance to the Purchaser or the other party within the Acceptance Period, the Purchaser or other party will be entitled to enter into the lease, licence or other arrangement in relation to the Car Park lot that has been sold with the Property on the terms and conditions set out in the Proposal Document. The Purchaser however will thereafter still have to continue to comply with Special Condition 23.2 on an ongoing basis if it or any other party wishes to lease, licence or grant occupancy rights in relation to a Car Park lot which has been sold with the Property.
- 23.9 The Purchaser must not sell, transfer, assign or otherwise dispose of the Property or the Car Park lot without first delivering to the Vendor a re-sale deed in the form reasonably required by the Vendor signed by the transferee, assignee or donee in favour of the Vendor agreeing to comply with the terms set out in this Special Condition 23 on an ongoing basis in the future.
- 23.10 The Purchaser must:
- (a) bear its own costs and expenses arising out of and in connection with the negotiation, preparation and execution of any document prepared in connection with this Special Condition 23; and
  - (b) pay to the Vendor's Solicitors an amount of \$500 plus GST representing the Vendor's additional legal costs and disbursements incurred in connection with this Special Condition and this payment must be provided to the Vendor at the same time as the Purchaser submits the Offer and Proposal Document in accordance with Special Condition 23.5.
  - (c) The Purchaser agrees that the Vendor may at its discretion vary the terms of the Agreed Car Park Licence which are in the opinion of the Vendor necessary. The Vendor will advise the Purchaser of any variations to the form of the Agreed Car Park Licence by written notice. The Purchaser agrees that it will not make any objection or requisition or exercise the Purchaser

Rights in connection with a variation to the form of the Agreed Car Park Licence made pursuant to this Special Condition 23.10(c).

- 23.11 The Purchaser indemnifies the Vendor in relation to all losses, costs and expenses incurred or suffered by the Vendor as a consequence of the Purchaser failing to comply with this Special Condition 23.
- 23.12 This Special Condition 23 is an essential term of the Contract and does not merge on the Settlement Date.

**24. SALE BY AUCTION**

- 24.1 If the Property is offered for sale by public auction, subject to the Vendors' reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 of the *Sale of Land (Public Auctions) Regulations 2014 (Regulations)* or any rules prescribed by regulations which modify or replace those rules.
- 24.2 Notwithstanding the generality of the foregoing the items referred to in regulations 6(1)(a) and (b) of the Regulations are attached to this contract as Annexure B.

**25. LAND TAX**

Adjustment of land tax in accordance with general condition 15 shall only apply if the Price is \$10 million or greater.



## ANNEXURE A

### GUARANTEE AND INDEMNITY

In consideration of the Vendor having entered into the Contract at the request of each Guarantors described in the Schedule (each of whom is described as the Guarantor):

1. The Guarantor guarantees to the Vendor due and punctual payment and performance by the Purchaser of:
  - (a) the Price and each part of it;
  - (b) all other moneys; and
  - (c) the terms and conditions contained in the Contracton the part of the Purchaser to be paid, observed or performed; and
2. The guarantor indemnifies and agrees to keep indemnified the Vendor against all loss and damage, suffered or incurred by the Vendor as a result of any default by the Purchaser in any payment under the Contract or the observance or performance by the Purchaser of the covenants and conditions of the Contract; and
3. The guarantor covenants with the Vendor that:
  - 3.1 If at any time default is made in payment of any moneys due and payable by the Purchaser under the Contract, the Guarantor will immediately on demand by the Vendor pay the whole of those moneys then due and payable, or
  - 3.2 If for any reason:
    - (a) the Purchaser ceases to be bound by all or any of the terms of the Contract; or
    - (b) the obligations of the Purchaser under the Contract are abrogated, diminished or modified in any way (otherwise than by performance of all the Purchaser's obligations or otherwise than by express agreement in writing to which the Vendor is a Party) and whether by operations of Law or otherwise including - but not being limited to:

disclaimer of the Contract by any liquidator or any other person who is or purports to be entitled by law to disclaim it:

then
      - (i) the Guarantor will pay to the Vendor an amount equal to the total loss or damage caused to the Vendor by reason of the Purchaser having so ceased to be bound or having its obligations so abrogated, diminished or modified; and
      - (ii) the Guarantor will in addition do all other acts and things as the Vendor may require to place the Vendor in as good a position as the Vendor would otherwise have been.

The obligations of the Guarantor under this clause are original and independent and not by way of surety.

- 3.3 The Guarantor is not released from liability under this Guarantee and Indemnity except by payment in full of the Price and the other moneys payable in accordance with the Contract, the performance and observance of all of the obligations of the Purchaser under the Contract and payment of all moneys under the Guarantee and Indemnity.
- 3.4 The Guarantee and Indemnity is not affected by:
- (a) any waiver or indulgence whether as to time or otherwise;
  - (b) any variation of the terms of the Contract;
  - (c) any assignment, renewal or extension of the Contract which the Vendor and Purchaser may agree;
  - (d) any want of capacity or of due execution by the Purchaser;
  - (e) any nomination of any additional or substitute purchaser under the Contract; or
  - (f) by any other matter or thing which but for this clause would modify or abrogate the liability of the Guarantor.
- 3.5 The Guarantor will not compete with the Vendor for any dividend or distribution in any winding-up, scheme of arrangement or official management of the Purchaser.
- 3.6 In this document:
- (a) the expression the Contract means the contract of sale of land to which this Guarantee and Indemnity is attached;
  - (b) the expressions loss and damage includes both direct and consequential loss or damage;
  - (c) the expressions used in the Contract have the same meaning in this Guarantee and Indemnity;
  - (d) the singular means and includes the plural;
  - (e) if there is more than one Guarantor their obligations are joint and several;
  - (f) references to the Vendor is to each of them if there is more than one;
  - (g) references to the Purchaser include any additional or substituted purchaser nominated by the original purchaser under the Contract; and
  - (h) if there is more than one Guarantor described in the Schedule, the fact that any one Guarantor had not executed this Guarantee and Indemnity does not affect the liability of the other Guarantors.
- 3.7 The Guarantee and Indemnity is continuing and is not discharged by the winding up of the Guarantor or if the Guarantor, the Vendor or the Purchaser is a natural person by the death, of the Vendor the

Purchaser or the Guarantor. The Guarantee and Indemnity continues to bind the successors and legal personal representatives of the Guarantor.

**SCHEDULE**

**GUARANTOR'S NAMES AND ADDRESSES**

.....  
.....  
.....  
.....

EXECUTED as a Deed on the                      day of    20

**SIGNED, SEALED AND DELIVERED** by                      )  
..... )  
in the presence of:    )  
..... )  
Signature of witness    )  
..... )  
Name of witness (block letters)                              )  
..... )  
Address of witness    )  
..... )  
Occupation of witness

.....  
Signature of  
.....  
Name (block letters)

**SIGNED, SEALED AND DELIVERED** by                      )  
..... )  
in the presence of:    )  
..... )  
Signature of witness    )  
..... )  
Name of witness (block letters)                              )  
..... )  
Address of witness    )  
..... )  
Occupation of witness

.....  
Signature of  
.....  
Name (block letters)

## **ANNEXURE B**

### **Auction Rules and Information**

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

1. The property at this auction is co-owned by more than two vendors. One or more (but not all) of the vendors intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer. Only the auctioneer can make a bid for a vendor not bidding to purchase the property.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

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

### **Meaning of vendor**

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

### **Bidding by co-owners**

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

### **Vendor bids**

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

The auctioneer can only make a vendor bid if—

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

### **What rules and conditions apply to the auction?**

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

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

### **Copies of the rules**

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

### **Questions**

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

### **Forbidden activities at auctions**

The law forbids any of the following—

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

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

### **Who made the bid?**

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

### **It is an offence to disrupt an auction**

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

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

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

### **What law applies**

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

**ANNEXURE C**  
**Agreed Car Park Licence**



## **Carpark Licence**

**Car Park Lot [REDACTED] at Flagstaff Hill, 45-55 Dudley Street, West Melbourne  
VIC 3003**

**UAG West Melbourne Pty Ltd  
ACN 615 784 006**

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## Schedule

1. **Date of this Licence:** The            day of
2. **Licensor:**
3. **Licensee:** UAG West Melbourne Pty Ltd ACN 615 784 006
4. **Car Parking Space:** The  car parking space marked on the plan attached as Annexure A.
5. **Commencement Date**
6. **Term**
7. **Licence Fee during the Term:**
8. **Contract of Sale:** The contract of sale between the Licensor and the Licensee in respect of the Licensor's purchase of the Property dated
9. **Property** Car park lot  on the Plan.

---

# Signing Page

Executed by the parties on the date specified in Item 1.

**LICENSOR:**

Signed sealed and delivered by  )  
in the presence of: ) .....

.....  
Witness

**LICENSEE:**

Executed by **UAG West Melbourne Pty Ltd** )  
**ACN 615 784 006** by its Attorney pursuant to )  
power of attorney dated \_\_\_\_\_: ) .....

---

# Licence

**Dated**        /        /

This Licence is made on the date specified in Item 1.

---

## Parties

**The Licensor**

**The Licensee**

### Background

- A.        The Licensor and the Licensee entered into the Contract of Sale with respect to the purchase of the Property.
- B.        The Licensor has agreed to grant the Licensee a temporary licence to use the Car Parking Space, subject to the terms and conditions contained in this Licence.

### The Parties Agree

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#### 1.        Definitions

In this Licence, unless expressed or implied to the contrary:

**Adjustment** has the same meaning given to that term in the GST Act.

**Adjustment Note** has the same meaning given to that term in the GST Act.

**Car Parking Space** means the parking space specified in Item 4.

**Contract of Sale** means the contract of sale for the Property between the Licensor and the Licensee specified in Item 8

**Commencement Date** means the commencement date specified at Item 5 of the Schedule.

**Consideration** means consideration payable under this Licence in return for a Taxable Supply, but does not include any amount on account of GST.

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (as amended).

**GST** has the same meaning given to that term in the GST Act.

**Input Tax Credit** has the same meaning given to that term in the GST Act, but also includes a reduced input tax credit under Division 70 and an adjusted input tax credit under Division 132 of the GST Act.

**Item** means an item in the Schedule.

**Licence Fee** means the amount specified in Item 7 as adjusted under this Licence.

**Licensee** means the Licensee specified in Item 3 and includes the Licensee's successors and assigns and where it is consistent with the context includes the Licensee's employees, agents, invitees and persons the Licensee allows to use the Car Parking Space.

**Licensor** means the Licensor specified in Item 2 above and includes the Licensor's successors and assigns and where it is consistent with the context includes the Licensor's employees and agents.

**Lot** means lot or lots on the Plan.

**Plan** means proposed plan of subdivision PS831067G.

**Property** means the lots specified in Item 9.

**Recipient** has the same meaning given to that term in the GST Act.

**Supplier** means the entity making a Supply to the Recipient.

**Supply** has the same meaning given to that term in the GST Act.

**Tax Invoice** has the same meaning given to that term in the GST Act.

**Taxable Supply** has the same meaning given to that term in the GST Act.

**Taxes** means a tax, levy, duty, impost, fee, deduction, withholding or charge, however described, imposed by legislation, (including stamp and transaction duty and any car parking levies) together with any related interest, penalty, fine or expense concerning any of them and the costs of challenging any of them.

**Term** means the Term specified in Item 6 of the Schedule.

---

## **2. Licence**

The Licensor grants a licence to the Licensee to use the Car Parking Space for the Term starting on the Commencement Date.

---

## **3. Payments by the Licensee**

### **3.1 Payment of Licence Fee**

The Licensee must pay the Licence Fee to the Licensor on the Commencement Date, if demanded by the Licensor.

### **3.2 Costs and Duty**

The Licensor must pay:

- 3.2.1 the Licensee's reasonable costs and expenses of \$500 plus GST in relation to the negotiation, preparation and finalisation of this Licence in accordance with special condition 29.10 of the Contract of Sale; and

- 3.2.2 its own costs and expenses arising out of and in connection with the negotiation, preparation and execution of any document prepared in connection with this Licence.

---

## **4. GST**

### **4.1 GST Exclusive**

Except as otherwise provided by this clause, all Consideration payable under this Licence in relation to any Supply is exclusive of GST.

### **4.2 Increase in Consideration**

To the extent that any Supply under this Licence constitutes a Taxable Supply, the Consideration payable by the Recipient to the Supplier will be increased by the applicable amount of GST (**GST Amount**), which shall be calculated by multiplying the amount upon which GST is payable by the prevailing rate of GST.

### **4.3 Payment of GST**

Any GST Amount must be paid by the Recipient to the Supplier at the same time and in the same manner as the relevant Consideration is paid or given under this Licence, without any right of set-off or deduction (unless otherwise provided in this Licence).

### **4.4 Reimbursements**

If this Licence requires the Recipient to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the Supplier (**Relevant Expense**), the amount which the Recipient must pay, reimburse or contribute will be the amount net of any Input Tax Credits to which the Supplier is entitled in respect of the Relevant Expense, together with any GST Amount if the payment, reimbursement or contribution constitutes a Taxable Supply by the Supplier to the Recipient.

### **4.5 Tax Invoice**

The Supplier must provide to the Recipient a valid Tax Invoice at or prior to the time of payment of any GST Amount.

### **4.6 Adjustments & Adjustment Notes**

To the extent that any Adjustment occurs in relation to a Taxable Supply, the Supplier must issue an Adjustment Note to the Recipient within 7 days of becoming aware of the Adjustment, and any payment necessary to give effect to such Adjustment must be made within 7 days after the date of receipt of the Adjustment Note.

---

## **5. Use of Car Parking Space**

### **5.1 Use of Car Parking Space**

The Licensee must:

- 5.1.1 use the Car Parking Space for the purpose of parking not more than one car at any one time; and

- 5.1.2 not use the Car Parking Space for any purpose other than as permitted under the relevant owners corporation rules relevant to the Property and the Car Parking Space.

## **5.2 Nuisance**

The Licensee must not do anything in connection with the Car Parking Space which may cause a nuisance or interfere with any other person.

---

## **6. Repairs and Maintenance**

The Licensee must:

- 6.1 keep the Car Parking Space in the same condition as they were in at the Commencement Date (fair wear and tear excepted) including repairing or replacing anything in the Car Parking Space which is damaged or destroyed by the Licensee; and
- 6.2 remove all oil stains from the Car Parking Space and if the Licensee fails to do so within 7 days of receipt of written notice, pay to the Licensor the costs it incurs in doing so on demand.

---

## **7. Release**

The Licensee uses and occupies the Car Parking Space at its own risk and releases the Licensor from all claims resulting from any damage, loss, death or injury in connection with the Car Parking Space except to the extent that the Licensor is negligent.

---

## **8. Assignment and Sub-Letting Permitted**

The Licensee may at any time during the Term and without the consent of the Licensor deal with its interest in the Car Parking Space, including assigning this Licence or sub-licensing the Car Parking Space to a new licensee.

---

## **9. Licensee's Obligations at end of Licence**

If this Licence ends, the Licensee must:

- 9.1 vacate the Car Parking Space and give it back to the Licensor in a condition consistent with the Licensee having complied with its obligations under this Licence;
- 9.2 remove the Licensee's chattels, fixtures and fittings and make good any damage caused by their removal; and
- 9.3 give to the Licensor all keys and other security devices (if applicable) used by the Licensee to obtain access to the Car Parking Space.

---

## **10. Termination of Licence**

The Licensor may terminate this Licence if the Licensee breaches this Licence and does not remedy the breach within 14 days of receipt of written notice from the Licensor.

---

## **11. General**

### **11.1 Notices**

Any notice required to be served under this Licence must be in writing and must be served by post, facsimile transmission or hand delivered to:

11.1.1 the Licensee at its address set out in this Licence, the Licensee's registered office address or the last known address of the Licensee; and

11.1.2 the Licensor at its address set out in this Licence or any other address notified in writing to the Licensee by the Licensor.

### **11.2 Entire Understanding**

This Licence contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Licence and have no effect.

---

## **12. Interpretation**

### **12.1 Governing law and jurisdiction**

This Licence is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria and waives any right to object to proceedings being brought in those Courts.

### **12.2 Persons**

In this Licence, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

### **12.3 Joint and Several**

If a party consists of more than one person, this Licence binds them jointly and each of them severally.

### **12.4 Legislation**

In this Licence, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

### **12.5 Clauses and headings**

In this Licence:

12.5.1 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Licence; and

12.5.2 headings and sub-headings are inserted for ease of reference only and do not effect the interpretation of this Licence.



## **12.6 Severance**

In this Licence:

- 12.6.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- 12.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Licence.

## **12.7 Number and gender**

In this Licence, a reference to:

- 12.7.1 the singular includes the plural and vice versa; and
- 12.7.2 a gender includes the other genders.

## **12.8 Counterparts**

This Licence may be executed and exchanged in the two separate counterparts, which together will constitute one binding instrument.

# ALIGN LAW /

Level 2, 306 Little Collins Street  
Melbourne VIC 3000  
T: 03 7036 6726


## VENDOR'S STATEMENT

<b>VENDOR</b>	UAG West Melbourne Pty Ltd ACN 615 784 006 as trustee for the UAG West Melbourne Trust ABN 47 190 462 879
<b>PROPERTY</b>	Unit ...101..... Flagstaff Hill, 45-55 Dudley Street, West Melbourne VIC 3003 (being Lot ...201..... on PS831067G)

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

Date of this Statement: 21/3/2024 .....

Vendor's name: UAG West Melbourne Pty Ltd

Signature of the Vendor:  .....

signed as attorney for the Vendor

**The Purchaser acknowledges being given this statement signed by the Vendor with the attached documents before the Purchaser signed any contract.**

Date of this Acknowledgement: ..... / ..... / .....

Purchaser's name: .....

Signature of the Purchaser: .....

## 1. FINANCIAL MATTERS

**Rates, Taxes, Charges or Other Similar Outgoings** affecting the land and any interest payable are as follows:

As contained in the attached certificates

### 1.1 **Statutory Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:

None to the Vendor's knowledge

**Mortgages** (whether registered or unregistered) over the land which will not be discharged before the Purchaser becomes entitled to possession or receipt of the rents and profits, are as follows:

Not applicable

### 1.2 **Terms Contract** - where the Purchaser is obliged to make 2 or more payments to the Vendor after the execution of the contract and before the Purchaser is entitled to a conveyance or transfer of land, particulars are as follows:

Not applicable

## 2. INSURANCE

**Damage and Destruction** - if the Contract does not provide for the Property to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or to receipts of rents and profits, particulars of any policy of insurance maintained by the Vendor in respect of any damage to or destruction of the Property are as follows:

Not applicable

### 2.1 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years, and section 137B of the Building Act 1993 applies to the Property, particulars of any required insurance under that Act applying to the Property are as follows:

Not applicable

## 3. LAND USE

### 3.1 **Restrictions**

(a) A description of any easement, covenant or other similar restrictions affecting the Property (whether registered or unregistered) are as follows:

(ii) As set out in the attachments concerning the title to the Property described in paragraph 9;

(iii) easements that are implied under section 12(2) of the Subdivision Act 1988; and

(iv) any public rights of way and any private easement arising by use of the Property other than the Vendor. These may be evident from an inspection or observation from the Property.

(b) Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction described in paragraph 3.1(a) are as follows:

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

3.2 **Designated Bushfire Prone Area** - the Property is not in a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

3.3 **Road Access** - there is access to the Property by road.

3.4 **Planning** - the Property is affected by a planning instrument as contained in the attached certificate.

#### 4. **NOTICES**

4.1 **Notice, Order, Declaration, Report or Recommendation** of a public authority or government department or approved proposal directly and currently affecting the Property being a notice, order, declaration, report, recommendation or approved proposal of which the Vendor might reasonably be expected to have knowledge particulars are as follows:

None to the Vendor's knowledge other than as disclosed in the attachments to the Vendor's Statement and the Contract. However, the Vendor has no means of knowing the particulars of all decisions, notices, orders, declarations, reports, recommendations or approved proposals of public authorities or government departments affecting the Property for which the Purchaser may become liable, unless they have been communicated to the Vendor.

4.2 **Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any notices, property management plans, reports or orders in respect of the Property issued by a government department or public authority in relation to livestock, diseases or contamination by agricultural chemicals affecting the ongoing use of the Property for agricultural purposes are as follows:

None to the Vendor's knowledge

4.3 **Compulsory Acquisition** - particulars of any notice of intention to acquire served under section 6 of the *Land Acquisitions and Compensation Act 1986 (Vic)* are as follows:

None to the Vendor's knowledge

#### 5. **BUILDING PERMITS**

Particulars of any building permit issued in the past 7 years under the *Building Act 1993 (Vic)* (required only where there is a residence on the Property) are contained in the attached certificate.

#### 6. **OWNERS CORPORATION**

The Property is currently affected by an owners corporation within the meaning of the *Owners Corporation Act 2006*.

Attached is a current owners corporation certificate issued in respect of the Property under section 151 of the *Owners Corporation Act 2006* and a copy of the documents specified in section 151(4)(b)(i) and (iii) of that Act that are required to accompany an owners corporation certificate.

#### 7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

The Property is not the subject of a GAIC recording under Part 9B of the *Planning and Environment Act 1987*.

**8. NON-CONNECTED SERVICES**

The following services marked with an 'X' in the accompanying box are not connected to the Property as at the date of this statement:

Electricity supply  Gas supply  Water supply  Sewerage  Telephone services

Services may be available but not connected at the time of or prior to settlement. The Purchaser will need to make their own arrangements to connect services to the Property and must pay any fees or costs charged for or associated with the connection of all services.

**9. TITLE**

Attached are copies of the following documents concerning title to the Property:

- (a) Register Search Statement
- (b) Plan No 831067G
- (c) Planning information
- (d) Building information
- (e) Rates information
- (f) Owners Corporation Certificate
- (g) Planning Permits
- (h) Building Permit
- (i) Occupancy Permit
- (j) Section 173 Agreement
- (k) FRCGW Clearance Certificate

**10. DUE DILIGENCE CHECKLIST**

The due diligence checklist issued by Consumer Affairs Victoria is attached.

# 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](http://consumer.vic.gov.au/duediligencechecklist)).

## Urban living

### *Moving to the inner city?*

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

### *Is the property subject to an owners corporation?*

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

## Growth areas

### *Are you moving to a growth area?*

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

## Flood and fire risk

### *Does this property experience flooding or bushfire?*

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

## Rural properties

### *Moving to the country?*

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

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

### *Can you build new dwellings?*

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

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

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

## Soil and groundwater contamination

### *Has previous land use affected the soil or groundwater?*

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

## Land boundaries

### ***Do you know the exact boundary of the property?***

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

## 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.

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

VOLUME 12463 FOLIO 152

Security no : 124113377913R  
Produced 13/03/2024 06:01 PM

### LAND DESCRIPTION

Lot 201 on Plan of Subdivision 831067G.  
PARENT TITLE Volume 11427 Folio 239  
Created by instrument PS831067G 23/03/2023

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
UAG WEST MELBOURNE PTY LTD of 881A HIGH STREET ARMADALE VIC 3143  
PS831067G 23/03/2023

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX579948D 19/12/2023  
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT as to part Section 173 Planning and Environment Act 1987  
AW610551W 07/03/2023

### DIAGRAM LOCATION

SEE PS831067G FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AX579945K (E)	DISCHARGE OF MORTGAGE	Registered	19/12/2023
AX579948D (E)	MORTGAGE	Registered	19/12/2023
AX634750W	CHANGE ADDRESS OWNER CORP	Registered	15/01/2024

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 101 LEVEL 1 45 DUDLEY STREET WEST MELBOURNE VIC 3003

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 19/12/2023

### OWNERS CORPORATIONS



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


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Page 2 of 2

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS831067G  
OWNERS CORPORATION 2 PLAN NO. PS831067G

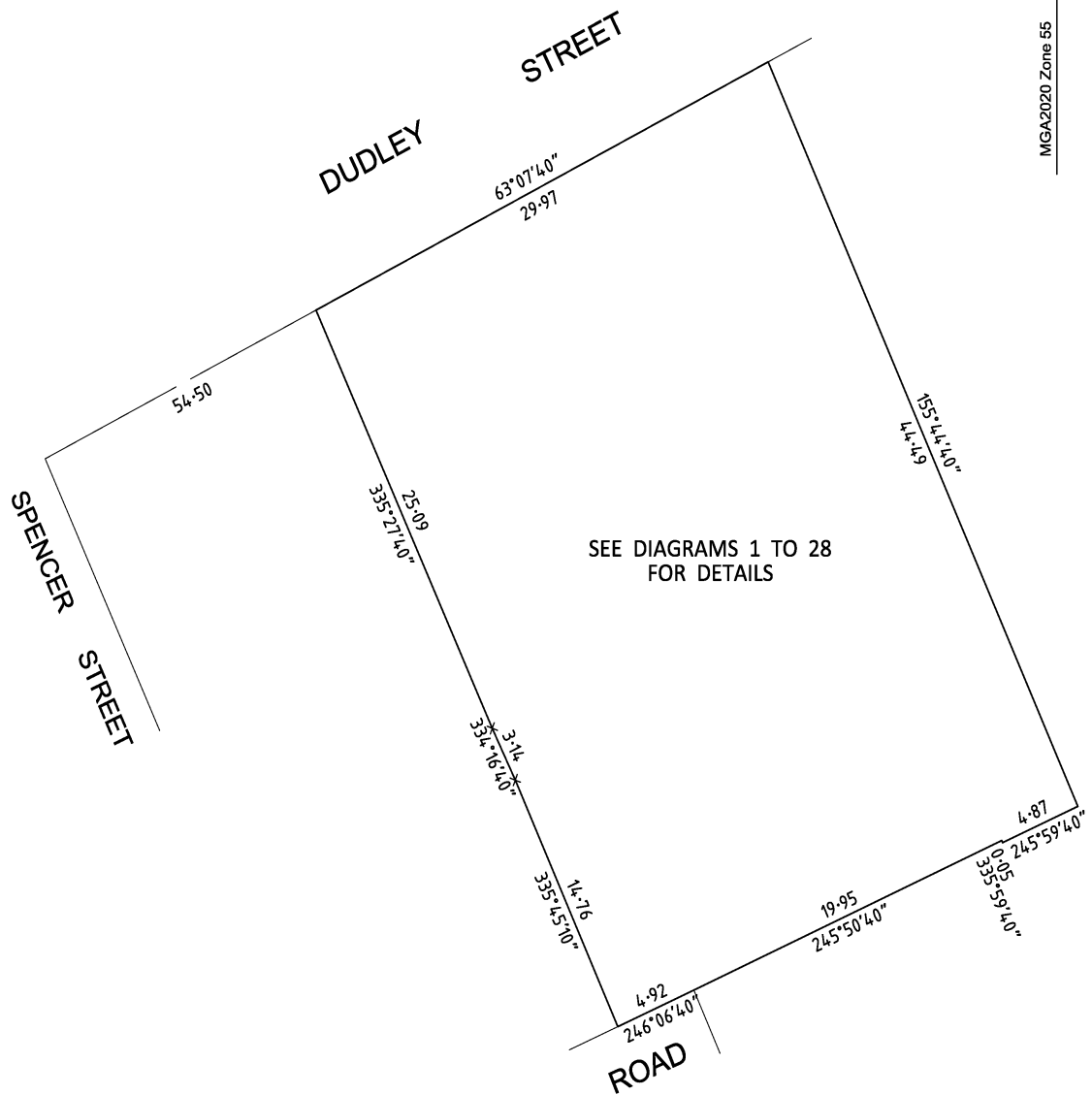
DOCUMENT END

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<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS 831067G</b>	
<b>LOCATION OF LAND</b> PARISH: MELBOURNE NORTH TOWNSHIP: AT WEST MELBOURNE SECTION: 47 CROWN ALLOTMENT: 15(PART), 16, 17(PART) CROWN PORTION: TITLE REFERENCE: Vol. 11427 Fol. 239 Vol.      Fol. Vol.      Fol. LAST PLAN REFERENCE: PC374125E POSTAL ADDRESS: 45-55 DUDLEY STREET (at time of subdivision) WEST MELBOURNE 3003  MGA CO-ORDINATES: E: 319 635                  ZONE: 55 (of approx centre of land in plan) N: 5 813 275                  GDA 94		Council Name: Melbourne City Council  Council Reference Number: SA-2022-22 Planning Permit Reference: TP-2022-50 SPEAR Reference Number: S188945B  <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 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied  Digitally signed by: Maria Tomasetig for Melbourne City Council on 08/03/2023		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	Total site area : 1304m <sup>2</sup> Number of lots : 204  Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings: Median : Boundaries marked M Interior Face : All other boundaries  ----- Lines shown thus define a structure of the building that does not constitute a boundary.  Common Property 1 is all the land in the plan except the lots and Common Properties 2,3 & 4 and it includes the structure of all walls, floors, ceilings, windows, doors and balustrades which define boundaries except those boundaries marked M .  CP 1 - Common Property 1 CP 2 - Common Property 2 CP 3 - Common Property 3 CP 4 - Common Property 4  All internal columns, service ducts, pipe shafts, cable ducts & service installations within the building are deemed to be part of common property No.1. The positions of these columns, service ducts, pipe shafts, cable ducts & service installations may not have been shown on the diagrams contained herein.  Lots in this plan may be affected by one or more Owners Corporations. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.		
Nil	Nil			
<b>NOTATIONS</b>		DEPTH LIMITATION: Does not apply  SURVEY: This plan is/is not based on survey. STAGING: This is/is not a staged subdivision. Planning Permit No.  This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.  * E-1 & E-4 are restricted to a lower limit being the upper surface of the concrete slab in that part of the site. * E-1 & E-4 are restricted to an upper limit being 2.1m above the lower limit.		
DEPTH LIMITATION: Does not apply				
SURVEY: This plan is/is not based on survey. STAGING: This is/is not a staged subdivision. Planning Permit No.  This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.  * E-1 & E-4 are restricted to a lower limit being the upper surface of the concrete slab in that part of the site. * E-1 & E-4 are restricted to an upper limit being 2.1m above the lower limit.				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
* E-1,E-4 E-2 E-3	Way (Limited in height and depth) Partywall (Limited in height and depth) Partywall (Limited in height and depth) See cross section X-X'	See Plan See Plan See Plan	This plan This plan This plan	Land in this plan Lot T1 on this plan Lot T2 on this plan
 <b>GOODISON SURVEYING</b> Licensed Land Surveyors & Development Consultants Level 1 424 Bridge Road Richmond 3121 office@goodisonsurveying.com.au (03) 9428 1818		SURVEYORS FILE REF: 15679 (10/02/23)  Digitally signed by: Bernard Goodison, Licensed Surveyor, Surveyor's Plan Version (3), 10/02/2023, SPEAR Ref: S188945B		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 41  PLAN REGISTERED TIME: 4:13 PM DATE: 23/03/2023 CG26 Assistant Registrar of Titles

Amended by: Bernard Goodison, Licensed Surveyor 23/03/2023.

**PS 831067G**



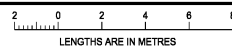
**GOODISON**  
SURVEYING

Licensed Land  
Surveyors &  
Development  
Consultants

Level 1 424 Bridge Road Richmond 3121  
office@goodisonsurveying.com.au (03) 9428 1818

FILE REF:  
15679

SCALE  
1:250



ORIGINAL SHEET  
SIZE: A3

SHEET 2

Digitally signed by: Bernard Goodison, Licensed Surveyor,  
Surveyor's Plan Version (3),  
10/02/2023. SPEAR Ref: S188945B

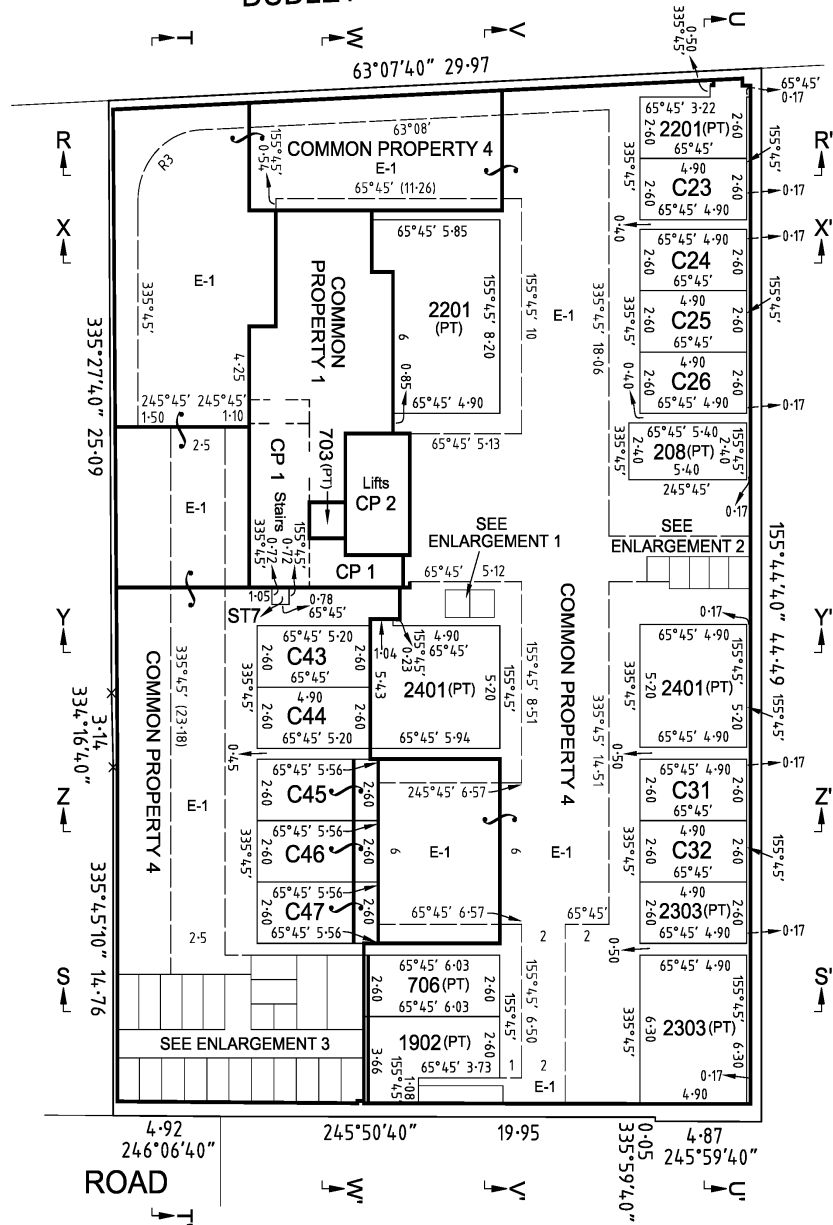
Digitally signed by:  
Melbourne City Council,  
08/03/2023,  
SPEAR Ref: S188945B

PS 831067G

**DIAGRAM 1  
BASEMENT LEVEL 2**

MG42020 Zone 55

**DUDLEY STREET**



**GOODISON SURVEYING**  
 Licensed Land Surveyors & Development Consultants  
 Level 1 424 Bridge Road Richmond 3121  
 office@goodisonsurveying.com.au (03) 9428 1818

FILE REF: 15679    SCALE: 1:200  
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3    SHEET 3

Digitally signed by: Bernard Goodison, Licensed Surveyor, Surveyor's Plan Version (3), 10/02/2023, SPEAR Ref: S188945B

Digitally signed by: Melbourne City Council, 08/03/2023, SPEAR Ref: S188945B

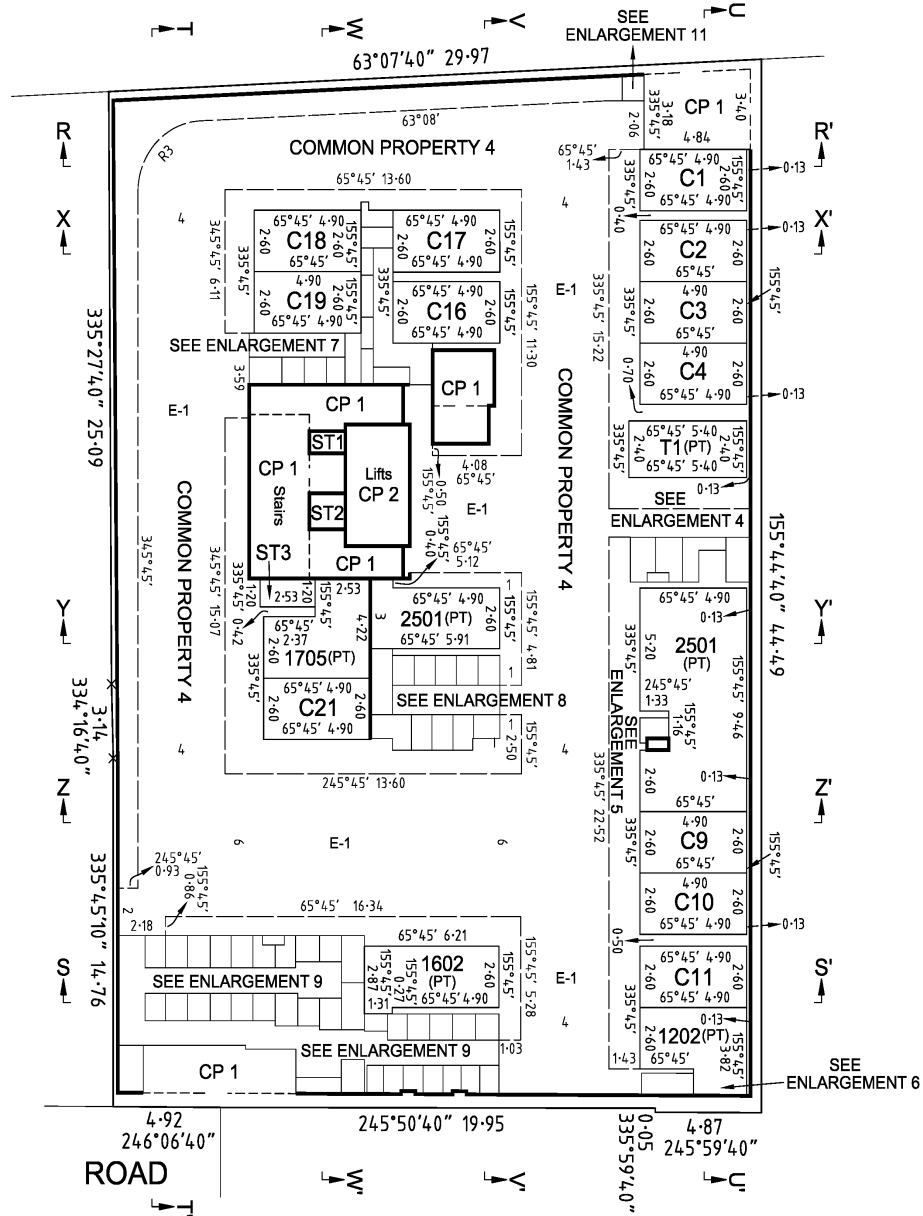
Amended by: Bernard Goodison, Licensed Surveyor 23/03/2023.

**PS 831067G**

**DIAGRAM 2  
BASEMENT LEVEL 1**

MG42020 Zone 55

**DUDLEY STREET**



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FILE REF: 15679    SCALE: 1:200  
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 LENGTHS ARE IN METRES

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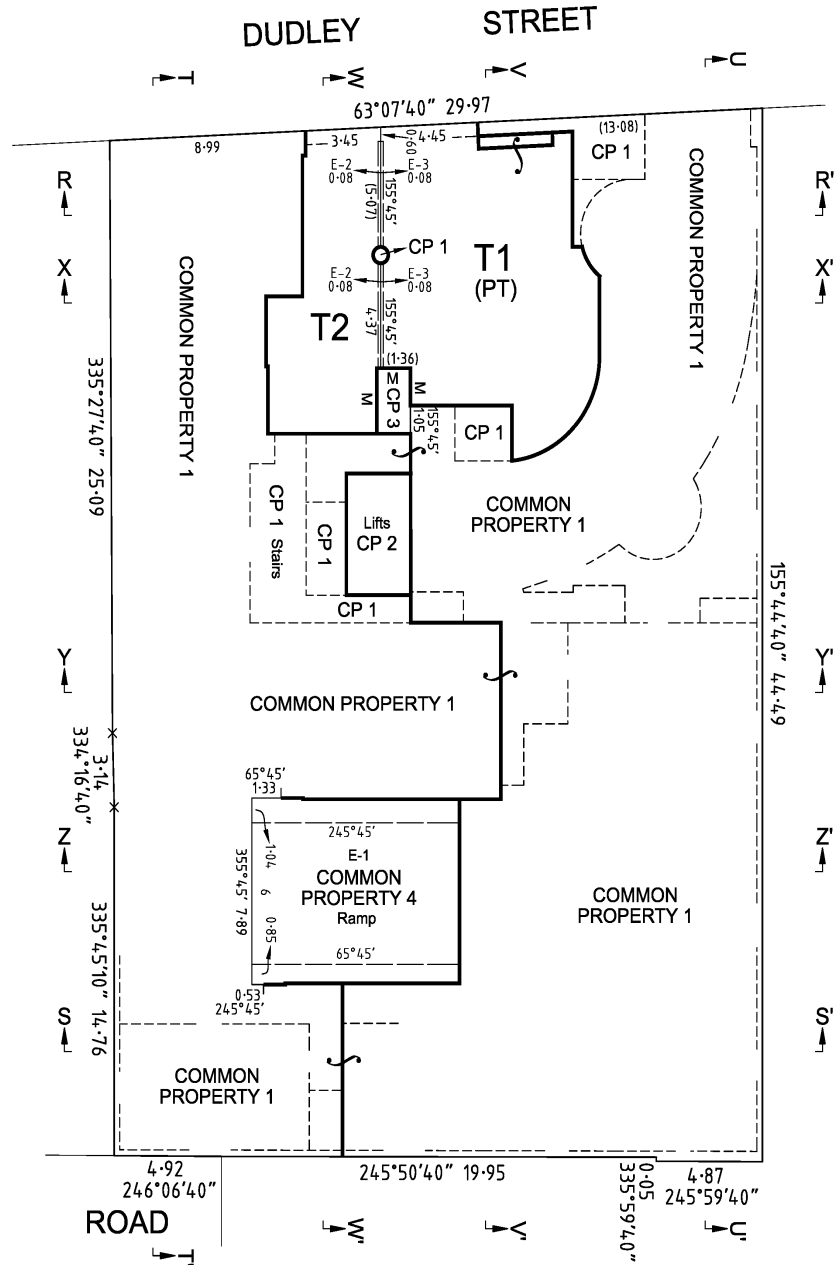
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**DIAGRAM 3  
LEVEL 1 (GROUND)**

MGA2020 Zone 55



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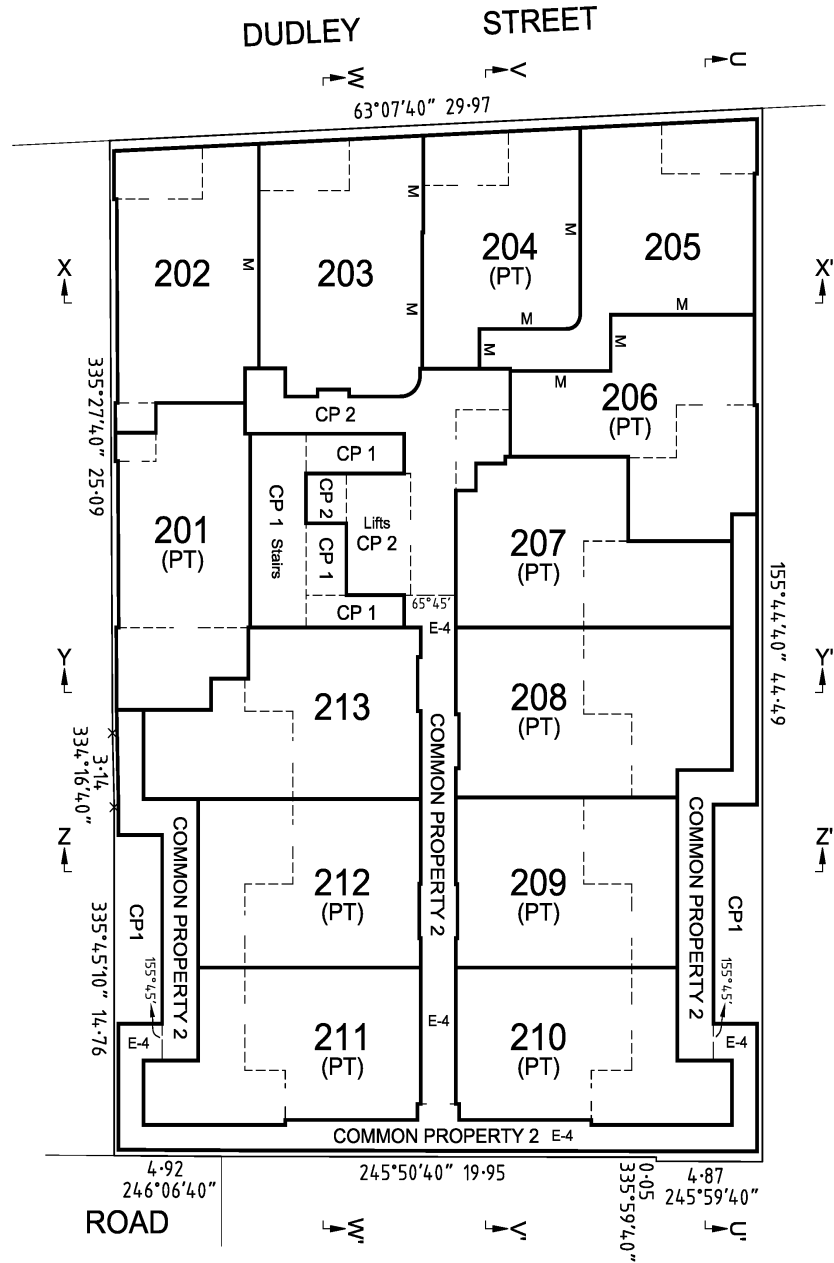
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**DIAGRAM 4  
LEVEL 2 (FLOOR 1)**

MG42020 Zone 55



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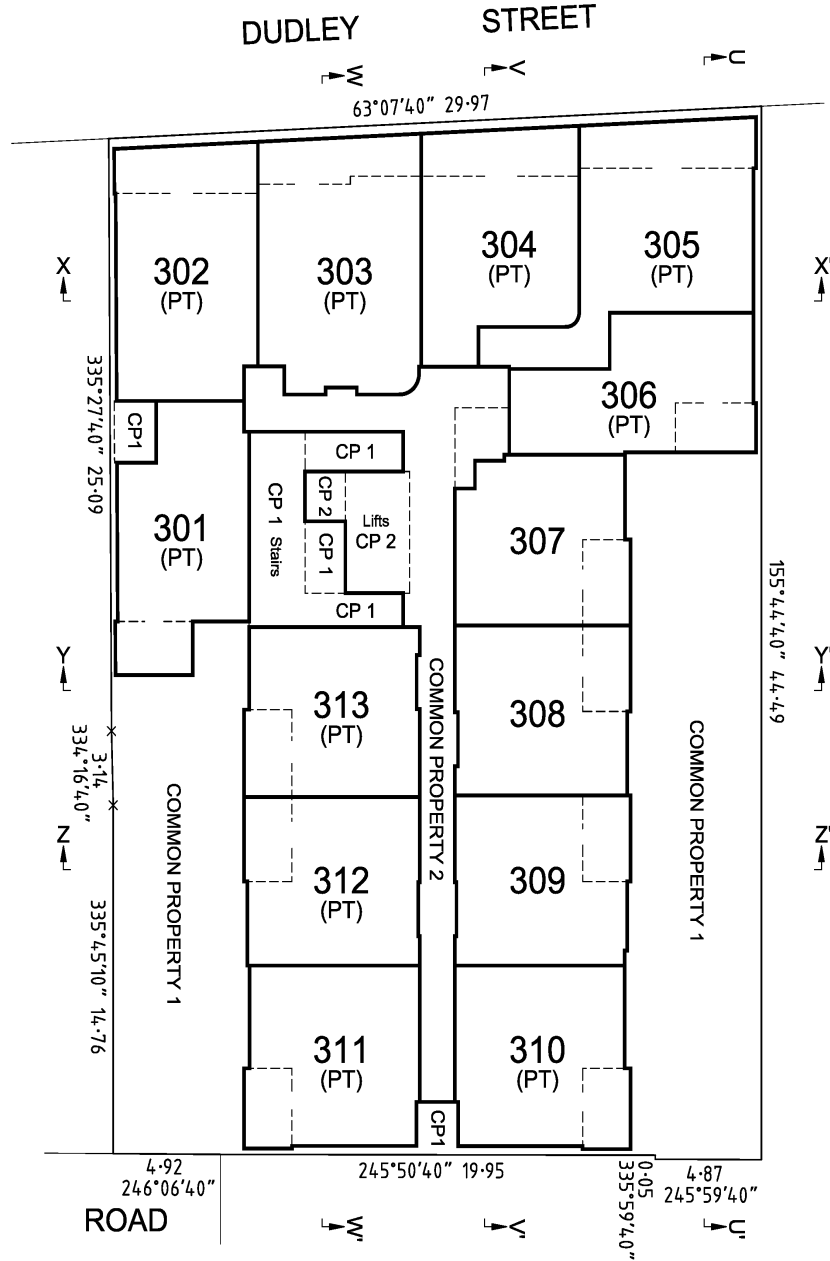
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**DIAGRAM 5  
LEVEL 3 (FLOOR 2)**

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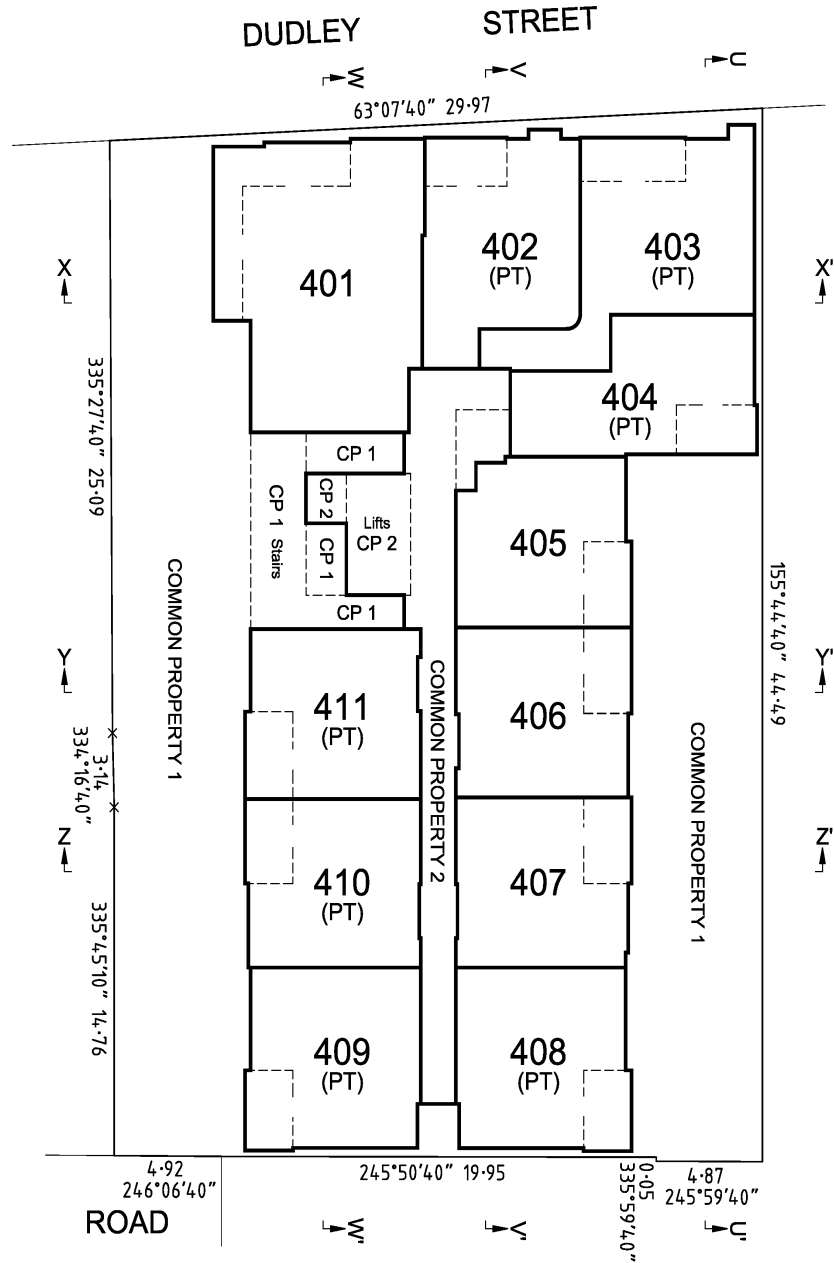
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**DIAGRAM 6  
LEVEL 4 (FLOOR 3)**

MG42020 Zone 55



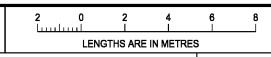
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ORIGINAL SHEET  
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SHEET 8

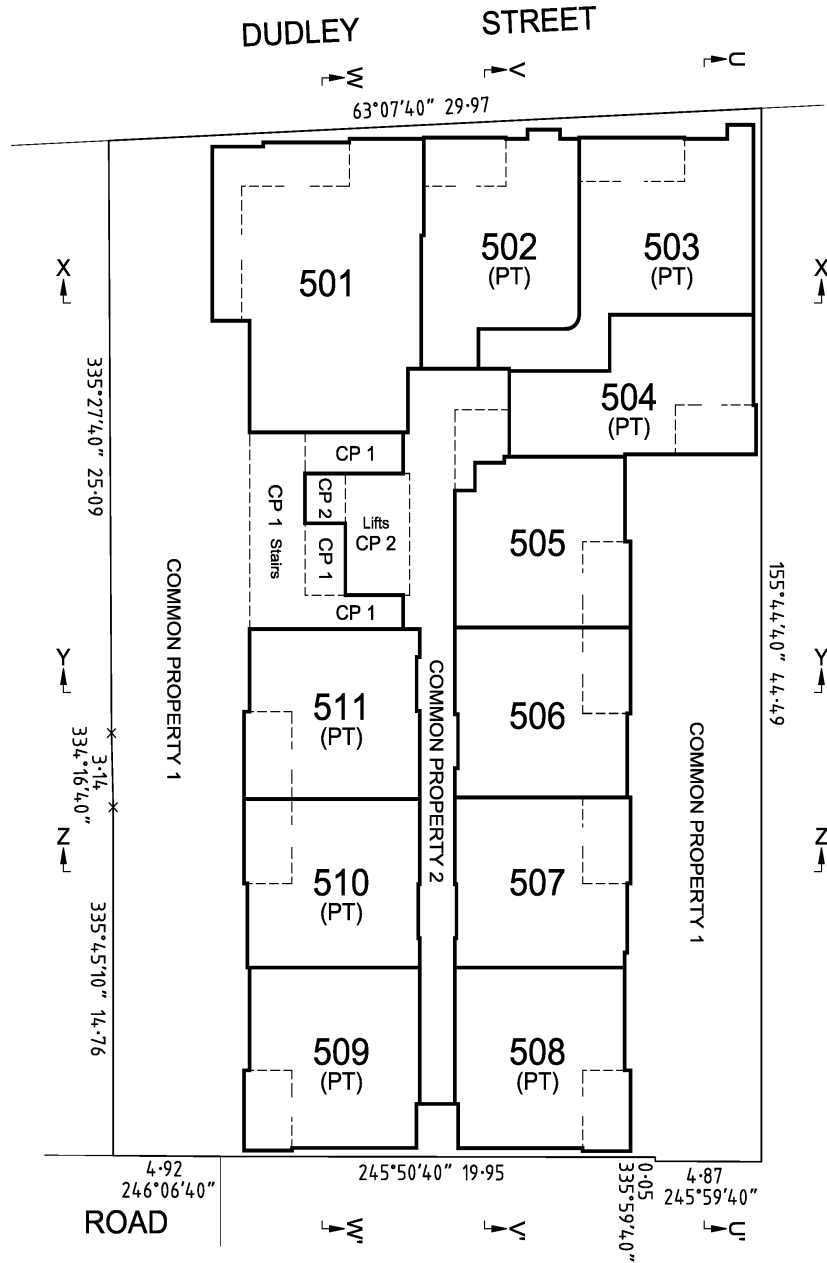
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**DIAGRAM 7  
LEVEL 5 (FLOOR 4)**

MG42020 Zone 55



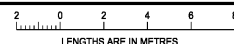
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SHEET 9

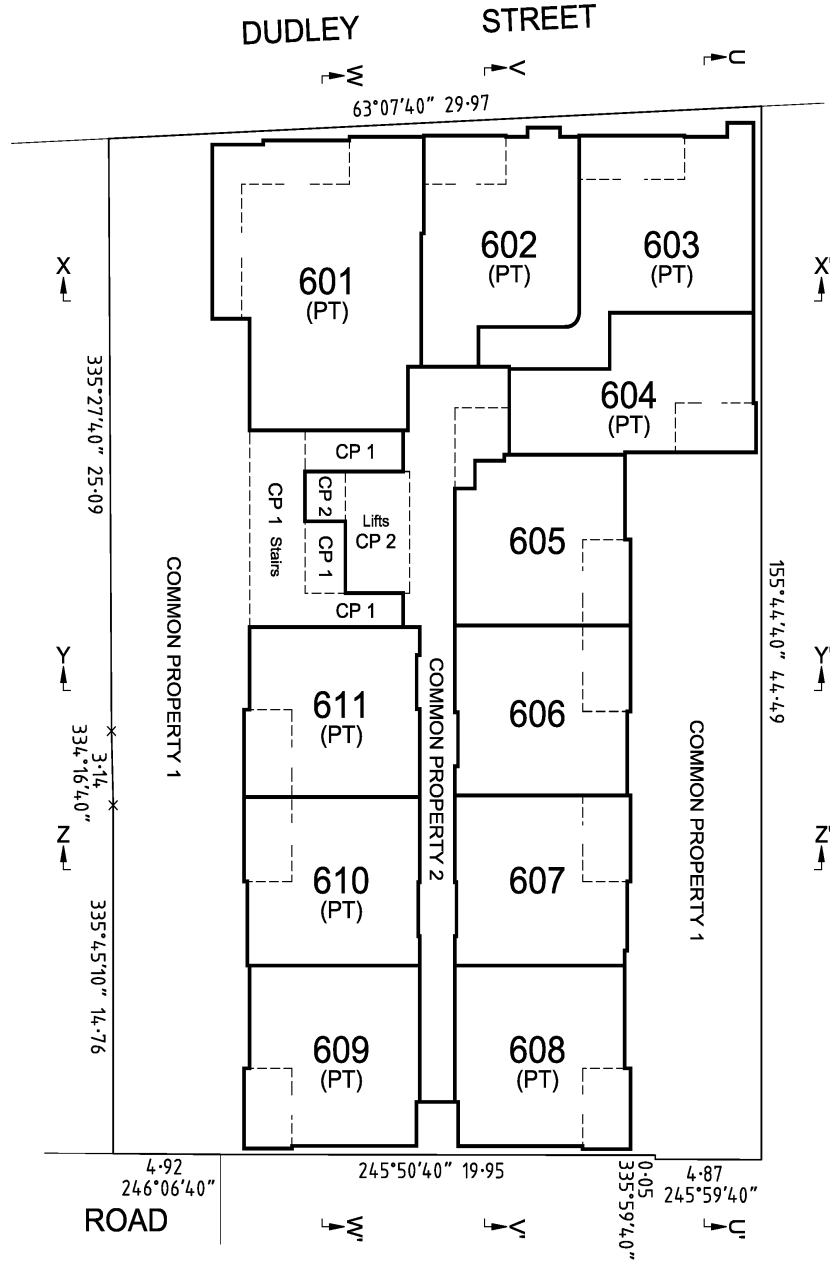
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**DIAGRAM 8**  
**LEVEL 6 (FLOOR 5)**

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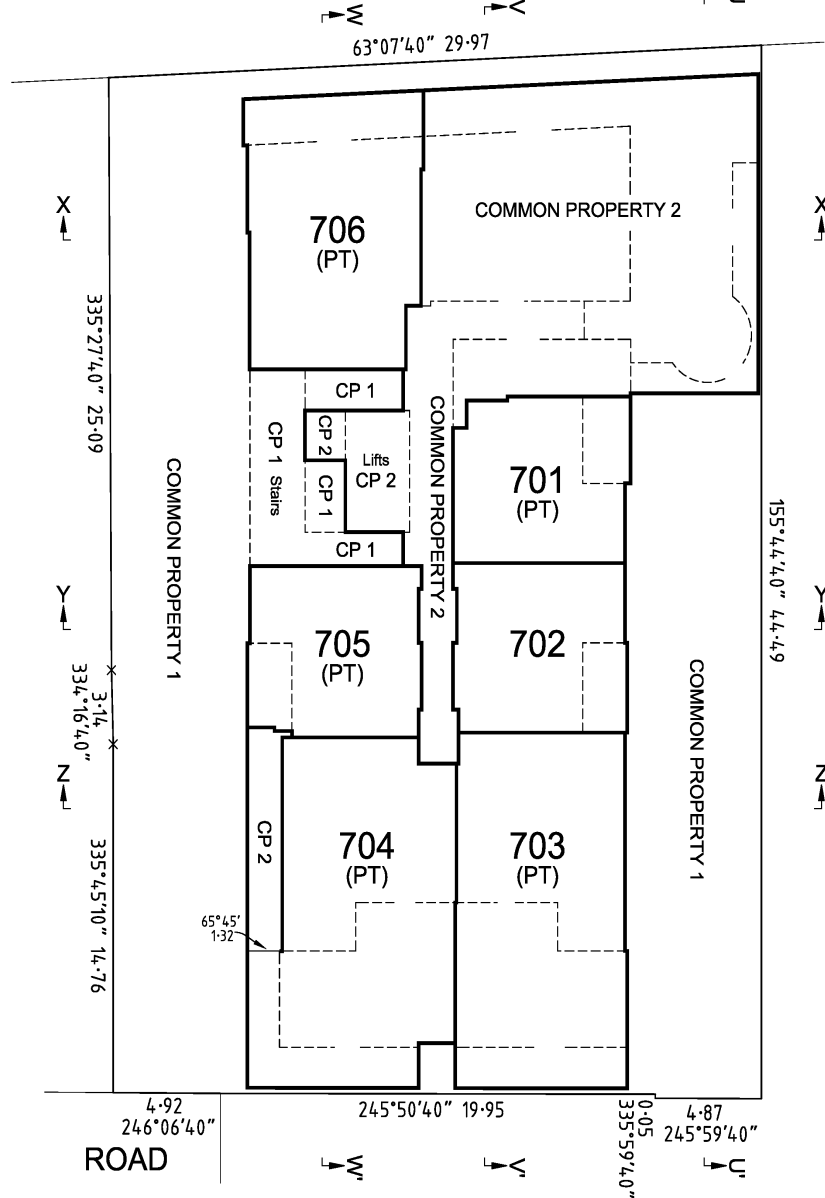
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**DIAGRAM 9  
LEVEL 7 (FLOOR 6)**

MG42020 Zone 55

**DUDLEY STREET**



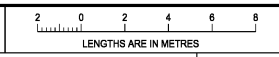
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ORIGINAL SHEET  
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SHEET 11

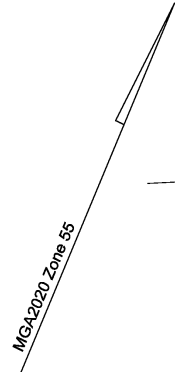
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**DIAGRAM 10  
LEVEL 8 (FLOOR 7)**

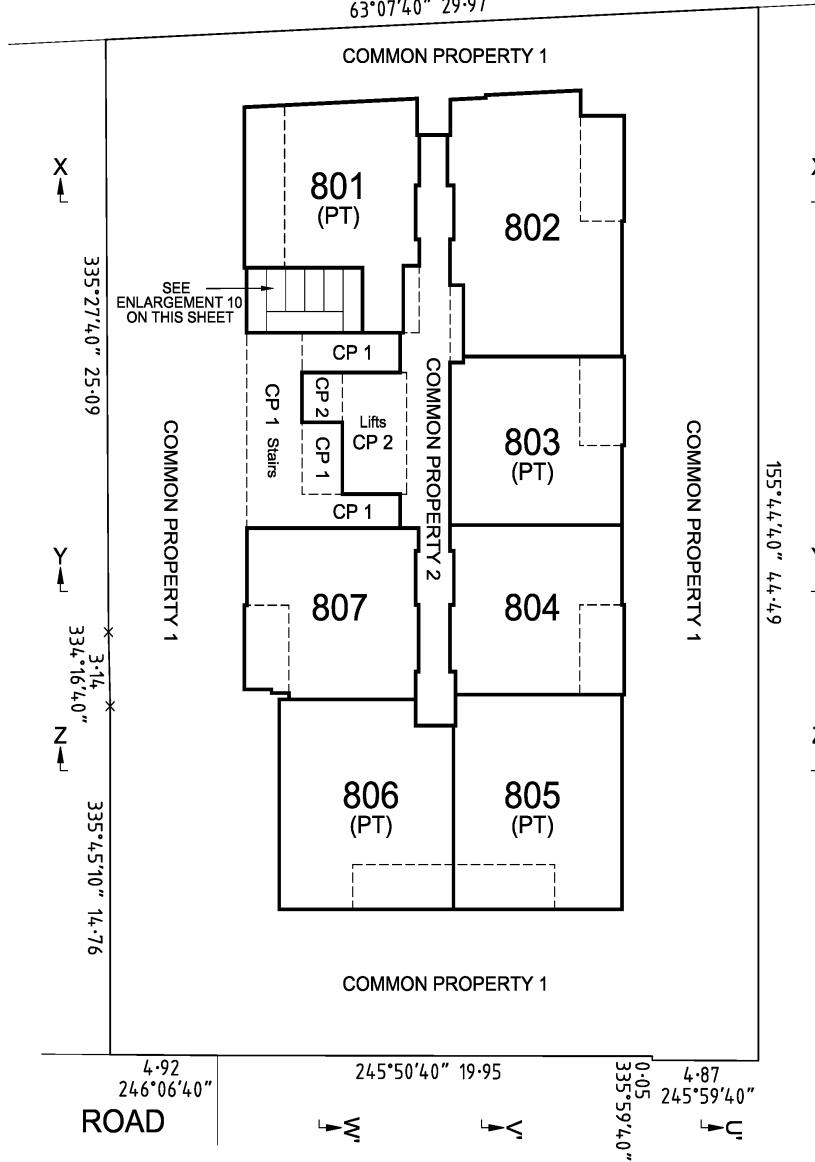
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**DUDLEY STREET**

63°07'40" 29.97

MCA-2020 Zone 55



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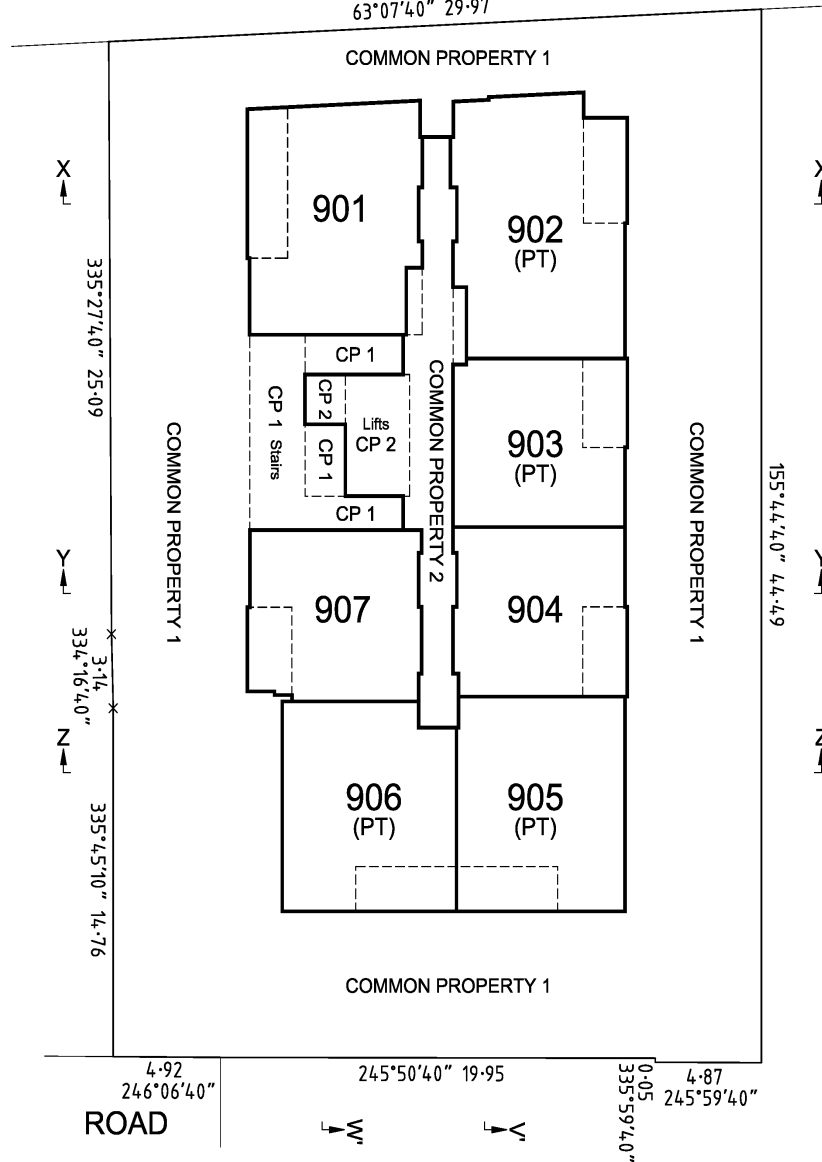
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**DIAGRAM 11  
LEVEL 9 (FLOOR 8)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



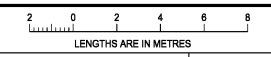
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SHEET 13

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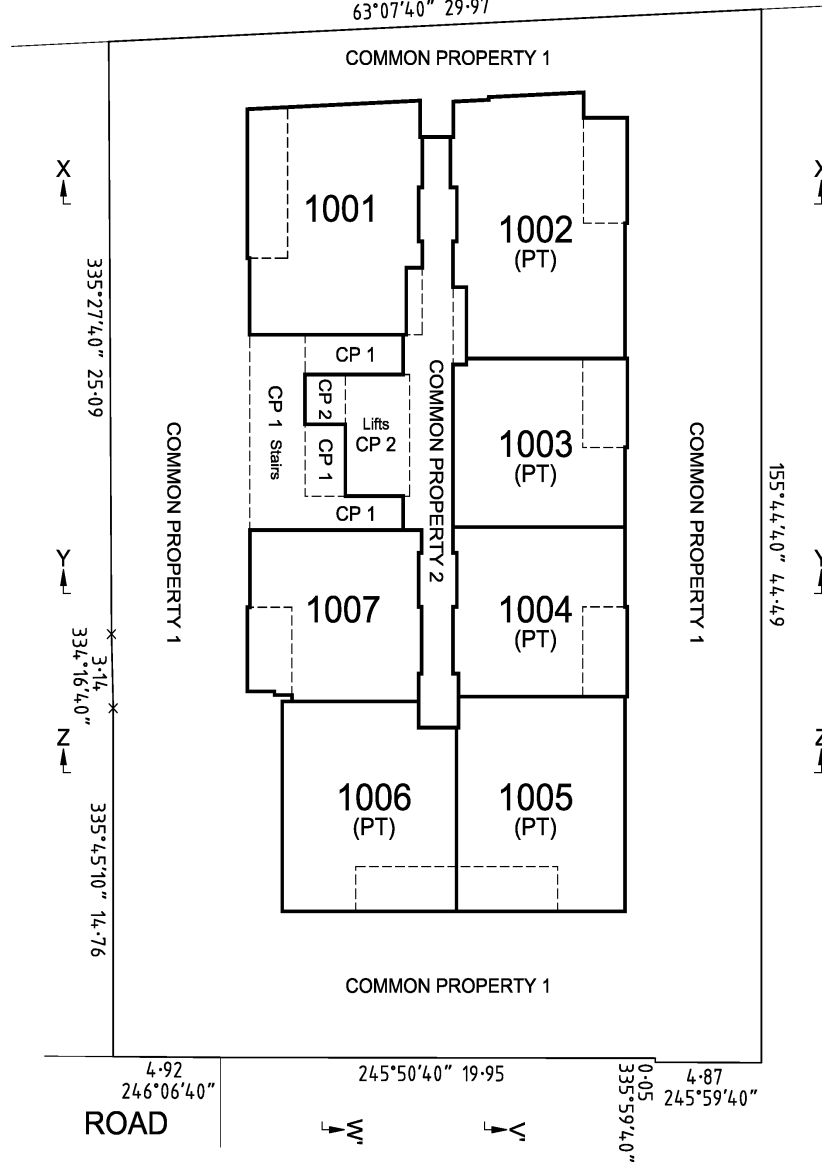
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**DIAGRAM 12**  
**LEVEL 10 (FLOOR 9)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



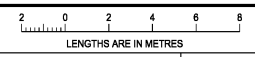
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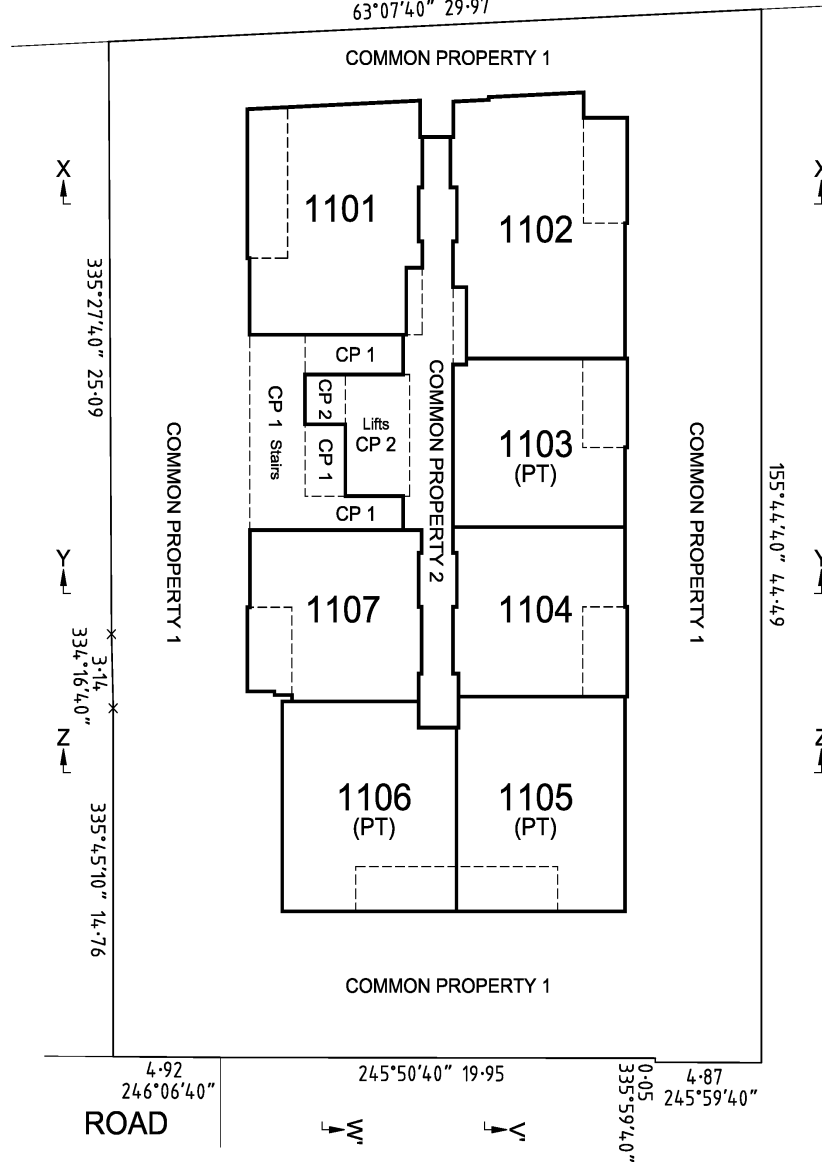
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**DIAGRAM 13**  
**LEVEL 11 (FLOOR 10)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



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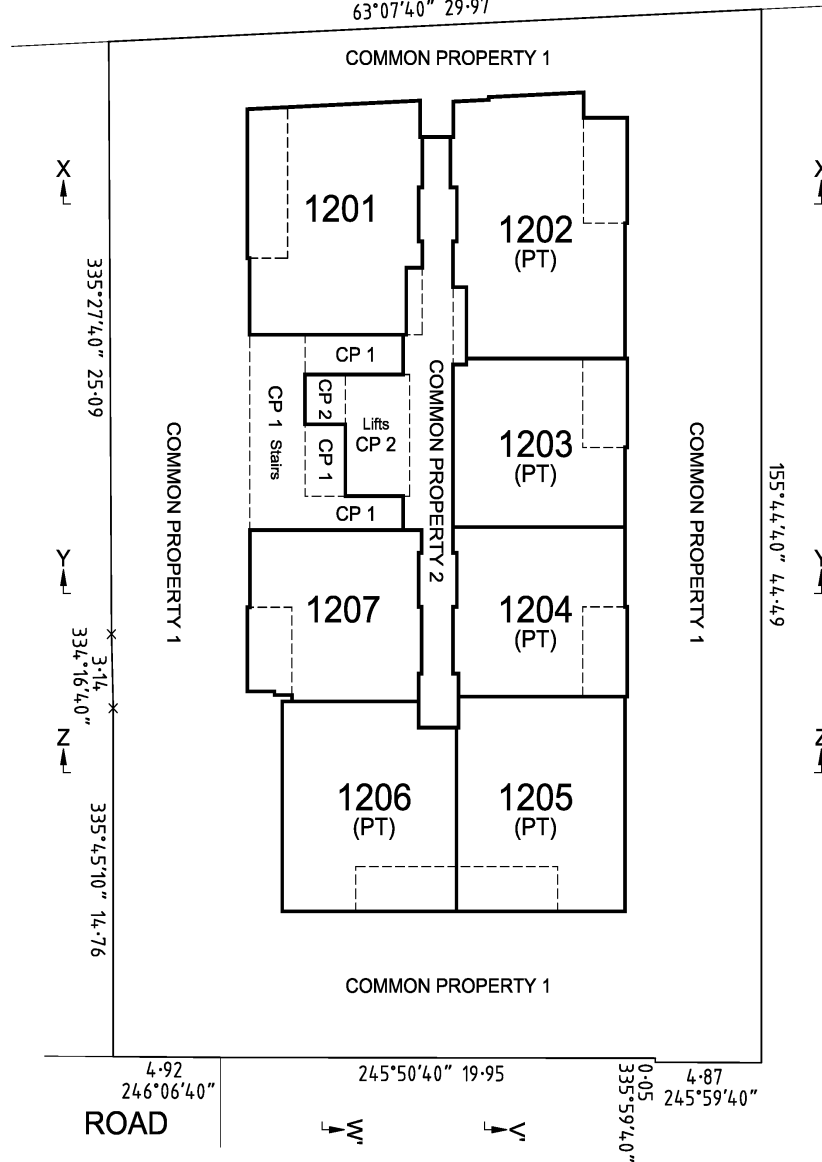
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**DIAGRAM 14**  
**LEVEL 12 (FLOOR 11)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



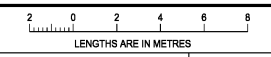
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SHEET 16

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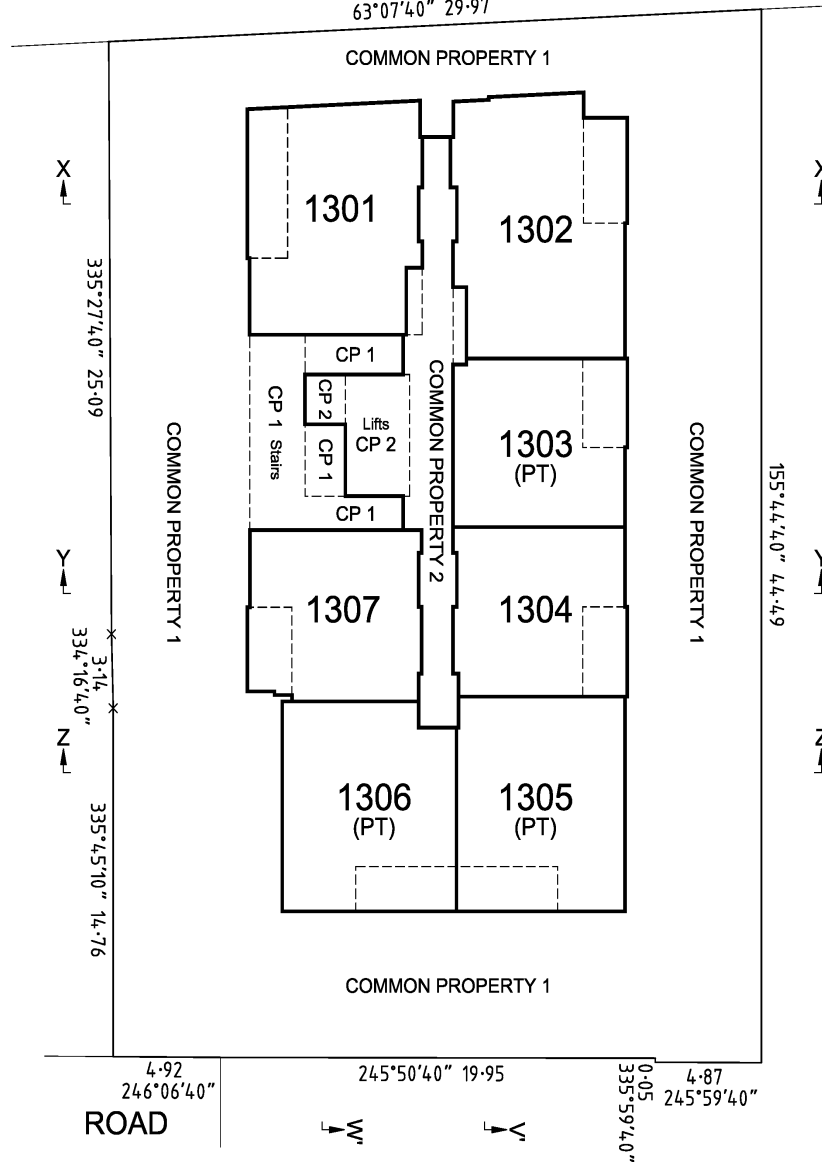
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**DIAGRAM 15**  
**LEVEL 13 (FLOOR 12)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



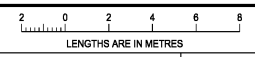
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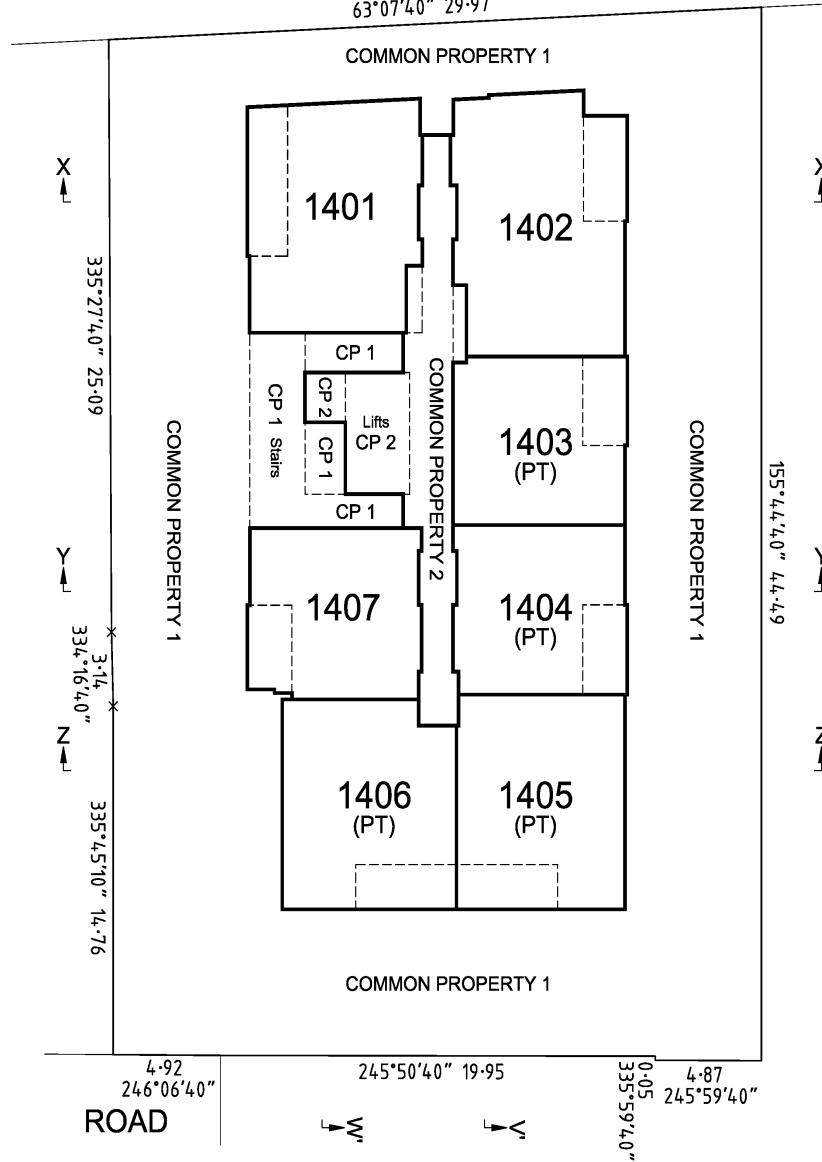
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**DIAGRAM 16**  
**LEVEL 14 (FLOOR 13)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



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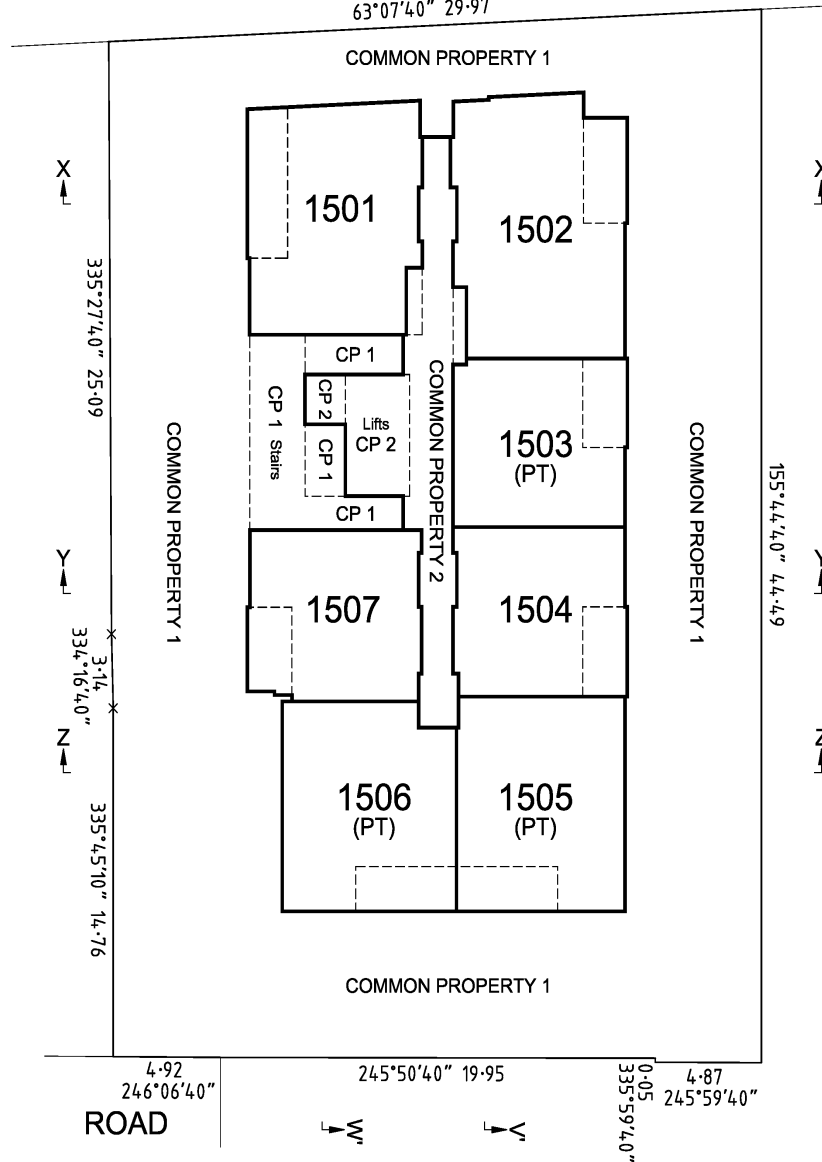
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**DIAGRAM 17**  
**LEVEL 15 (FLOOR 14)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



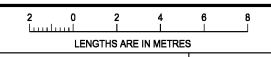
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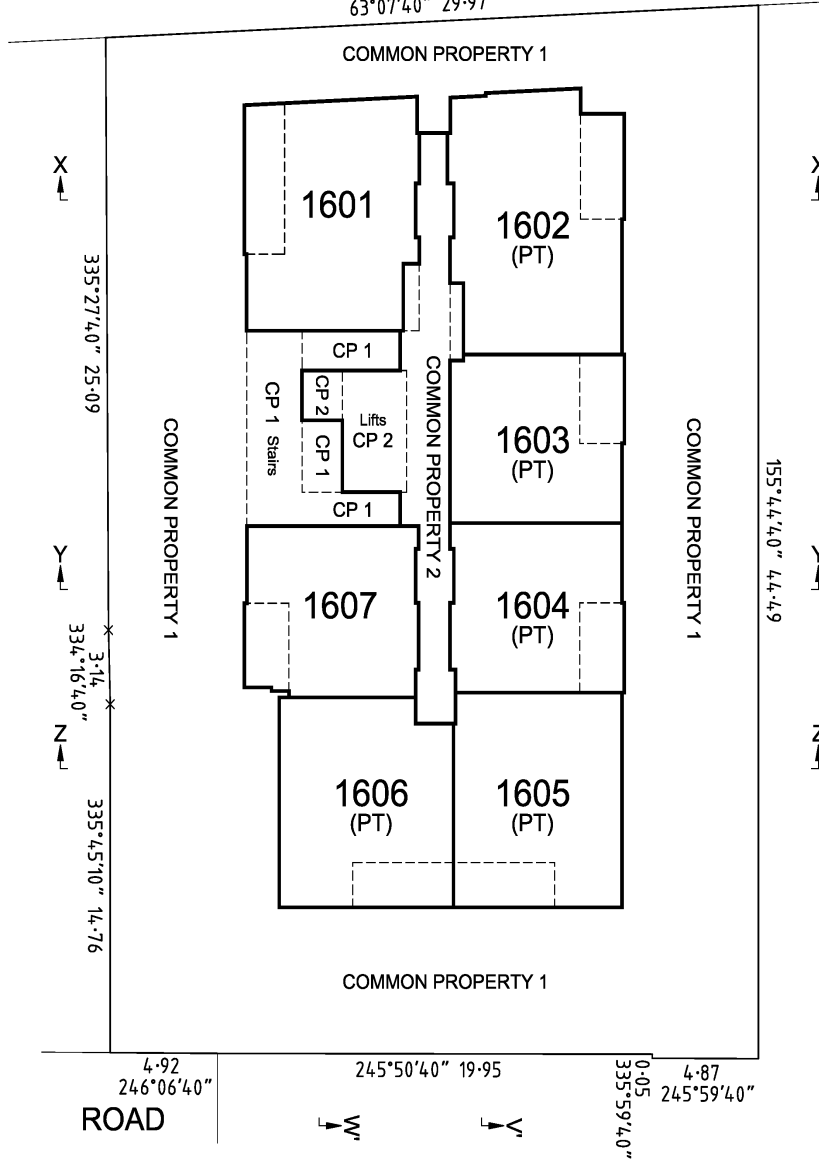
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**DIAGRAM 18**  
**LEVEL 16 (FLOOR 15)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



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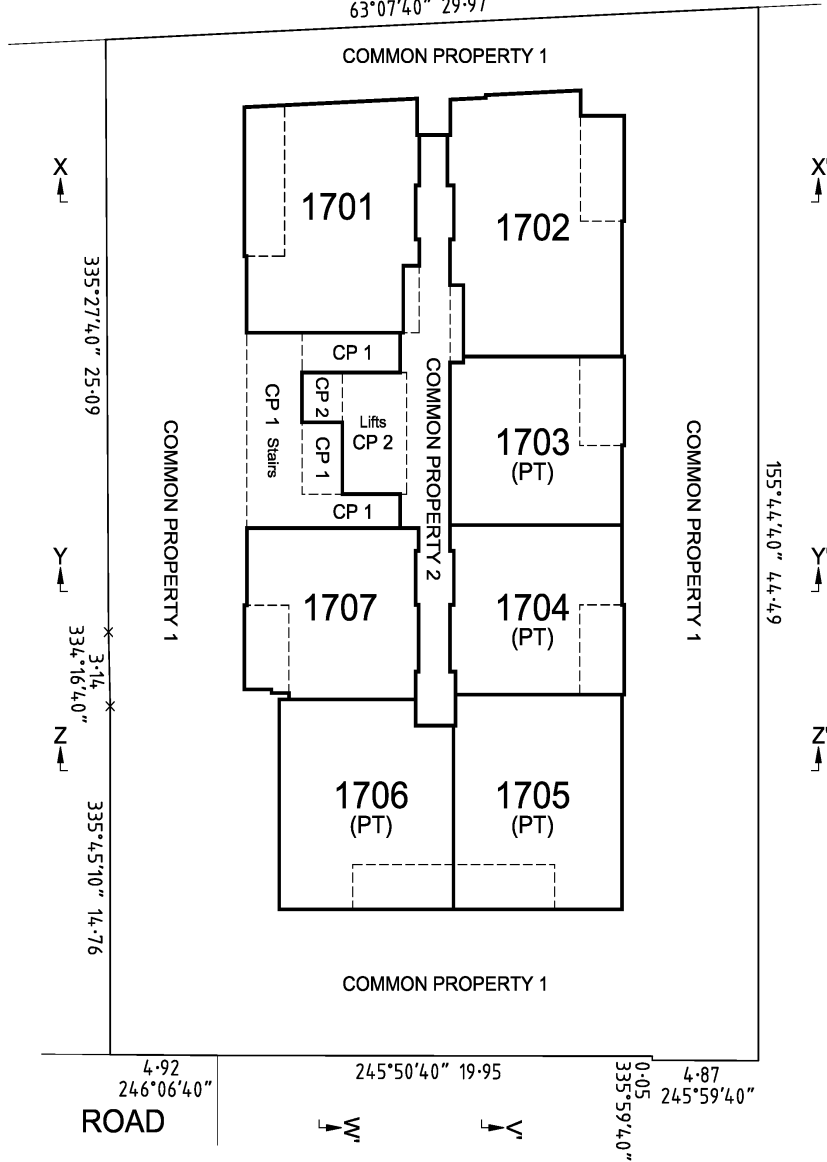
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**DIAGRAM 19**  
**LEVEL 17 (FLOOR 16)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



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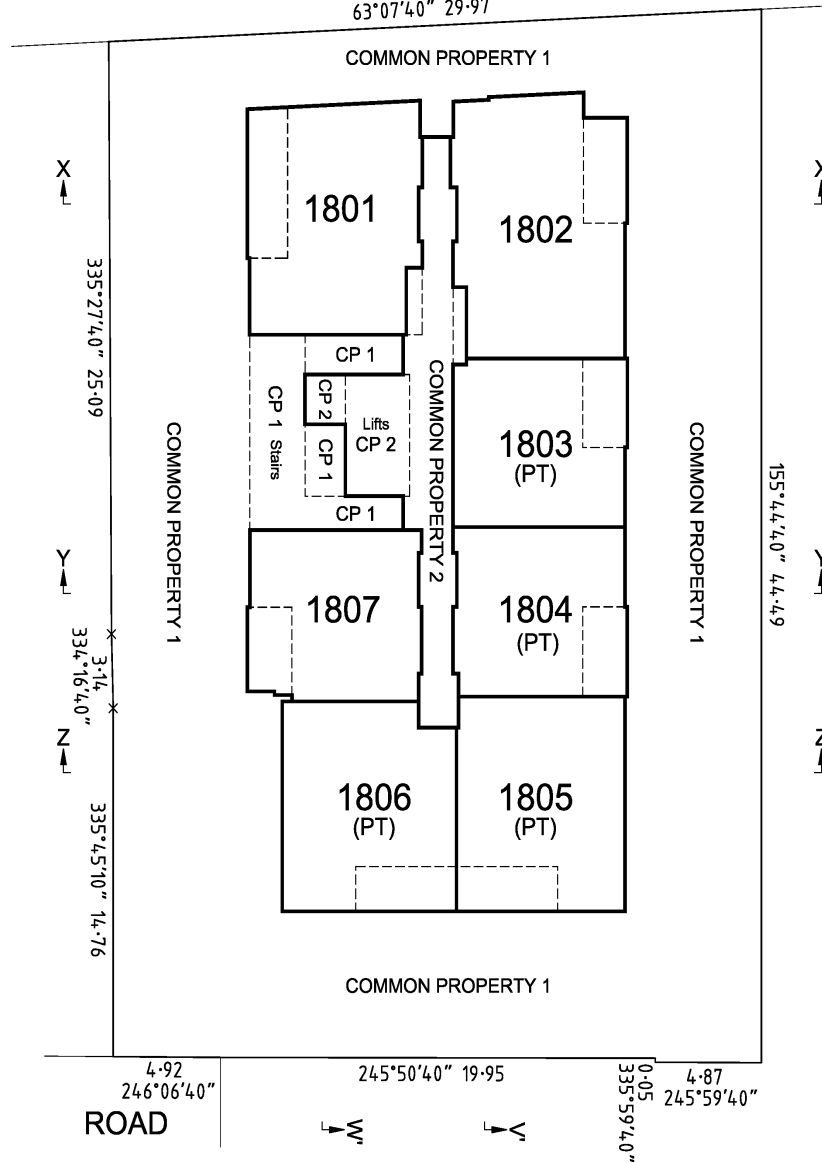
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**DIAGRAM 20**  
**LEVEL 18 (FLOOR 17)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



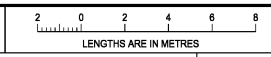
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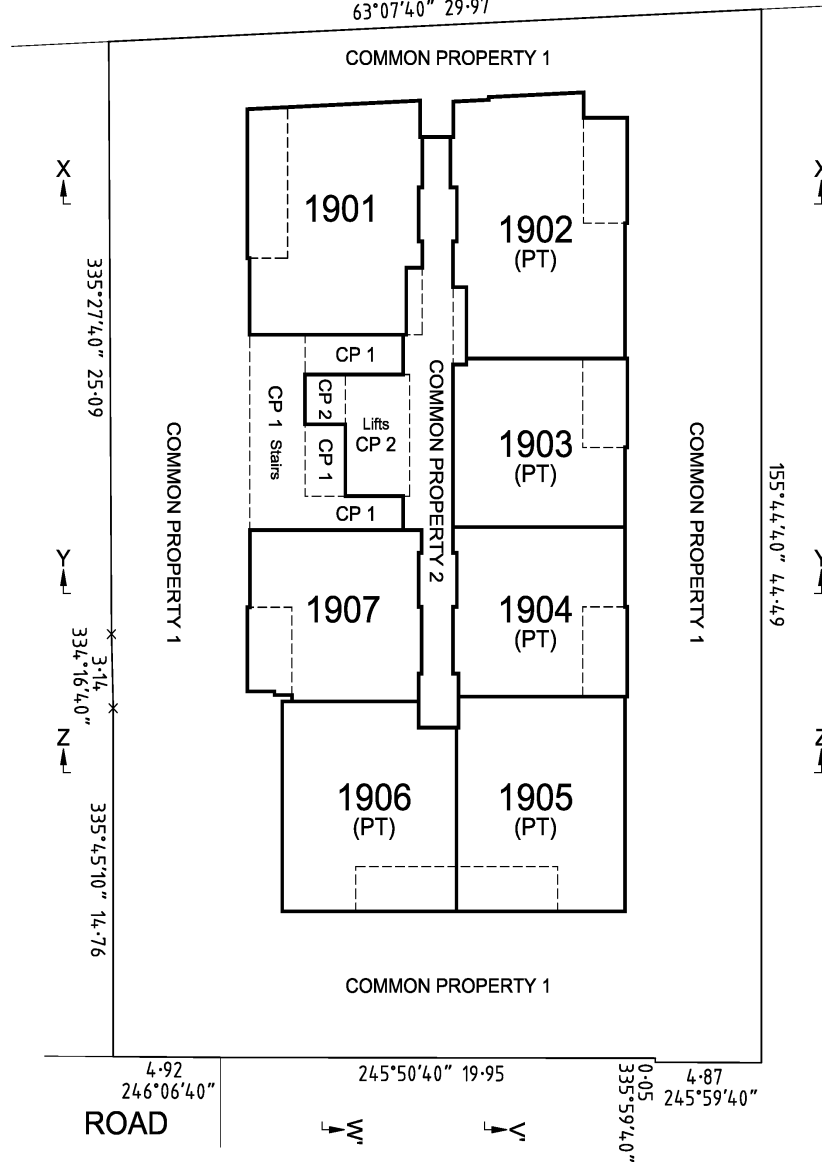
**PS 831067G**

**DIAGRAM 21**  
**LEVEL 19 (FLOOR 18)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



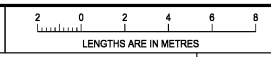
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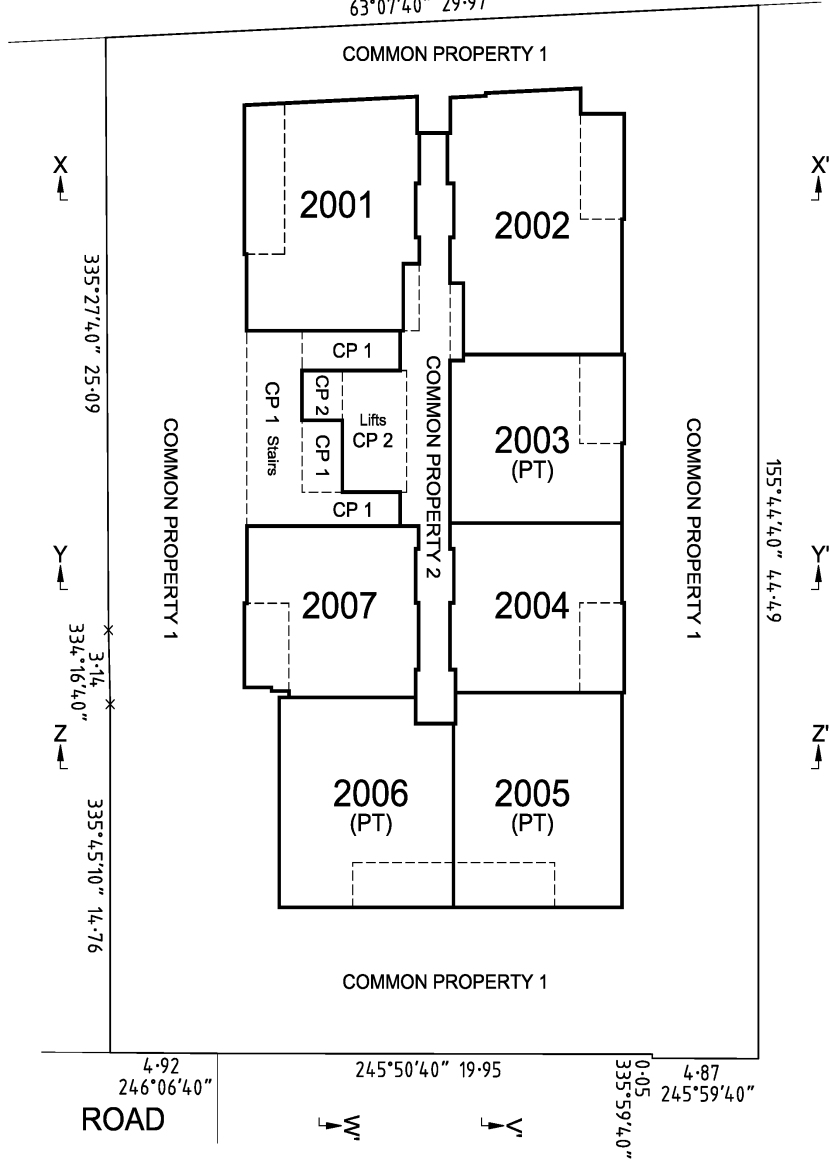
**PS 831067G**

**DIAGRAM 22**  
**LEVEL 20 (FLOOR 19)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



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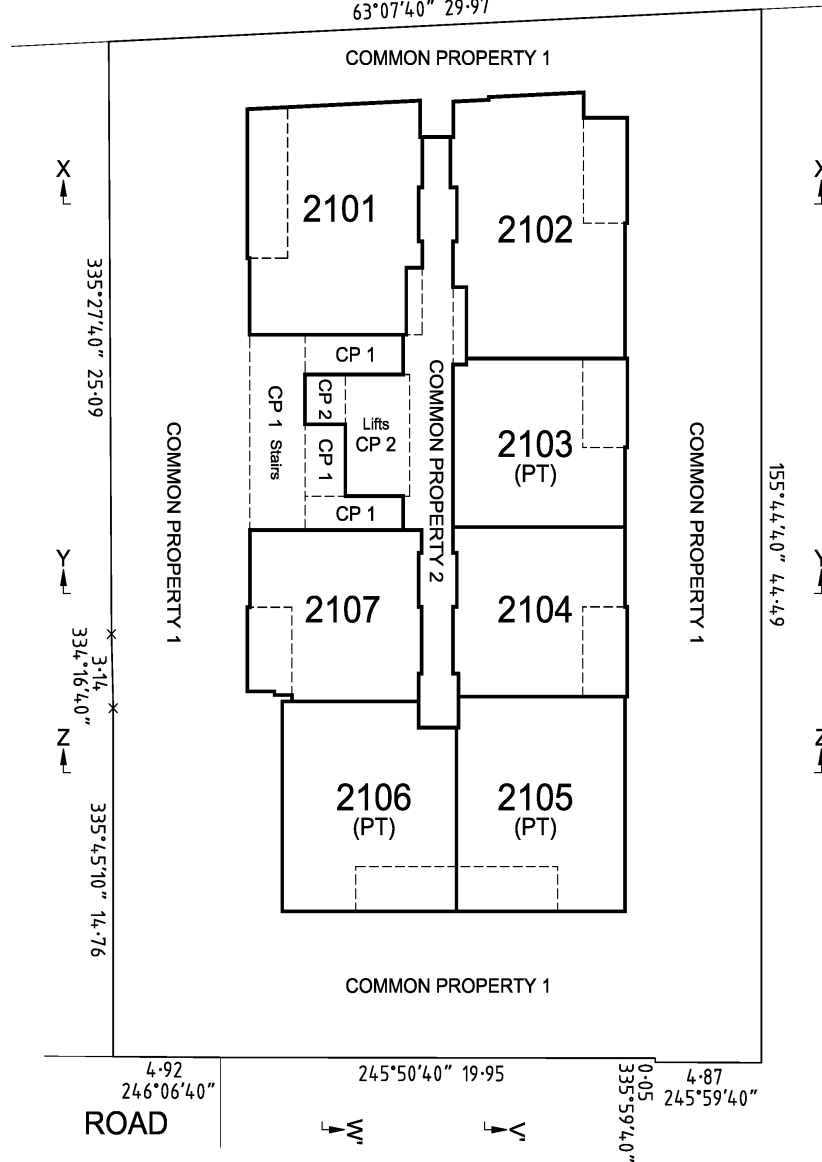
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**DIAGRAM 23**  
**LEVEL 21 (FLOOR 20)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



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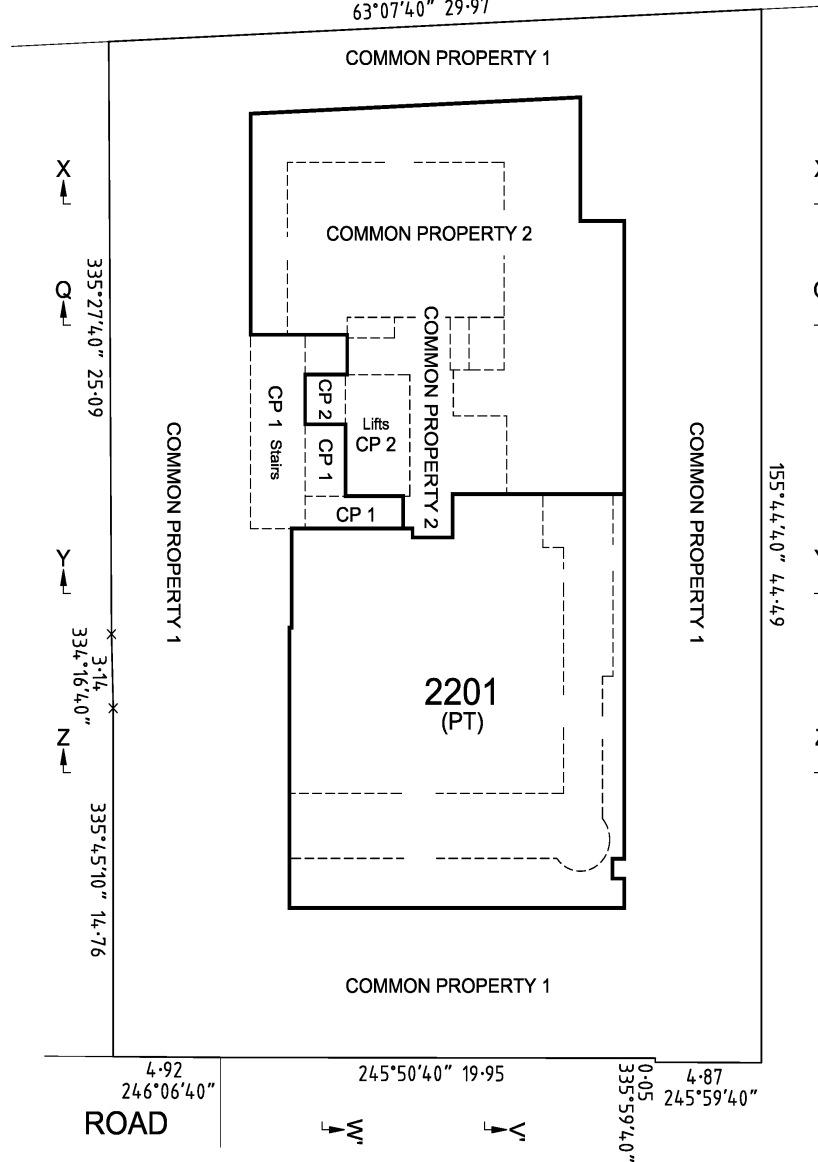
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**DIAGRAM 24**  
**LEVEL 22 (FLOOR 21)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



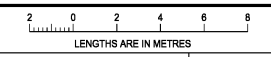
**GOODISON**  
SURVEYING

Licensed Land  
Surveyors &  
Development  
Consultants

Level 1 424 Bridge Road Richmond 3121  
office@goodisonsurveying.com.au (03) 9428 1818

FILE REF:  
15679

SCALE  
1:200



ORIGINAL SHEET  
SIZE: A3

SHEET 26

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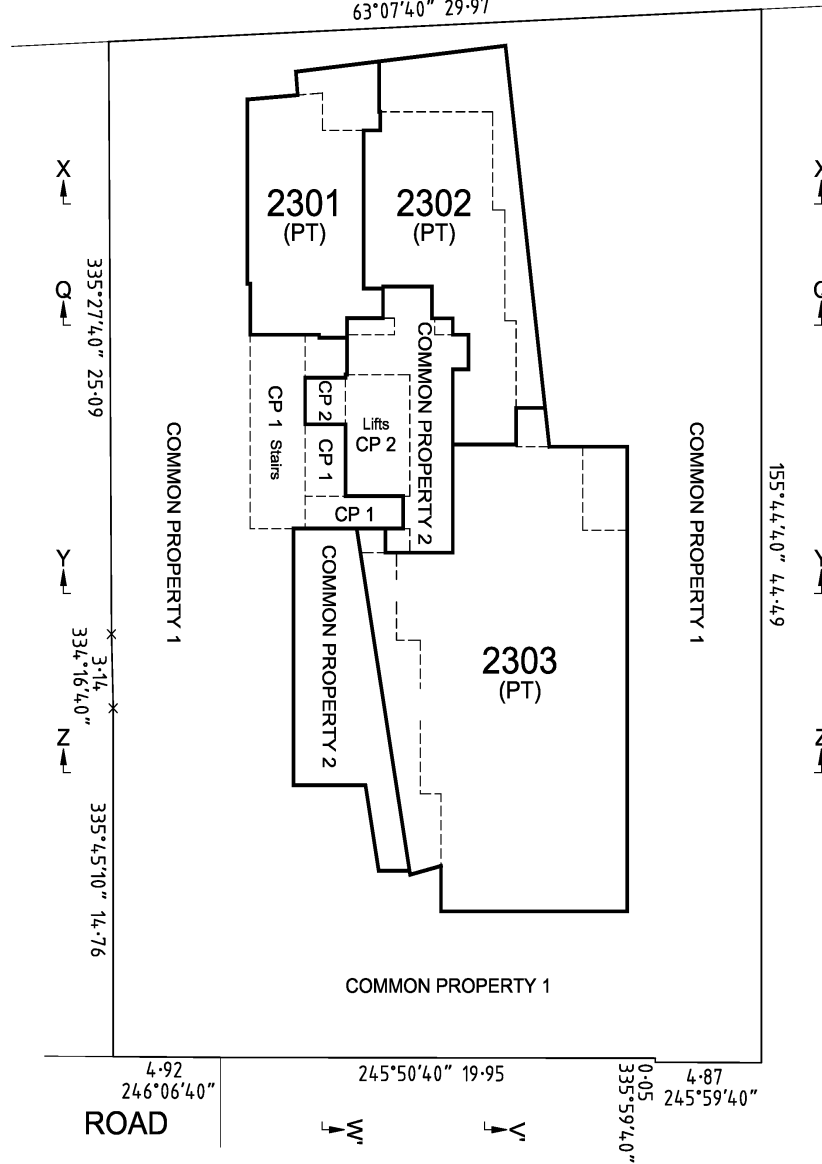
**PS 831067G**

**DIAGRAM 25**  
**LEVEL 23 (FLOOR 22)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



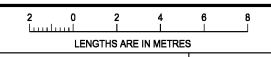
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ORIGINAL SHEET  
SIZE: A3

SHEET 27

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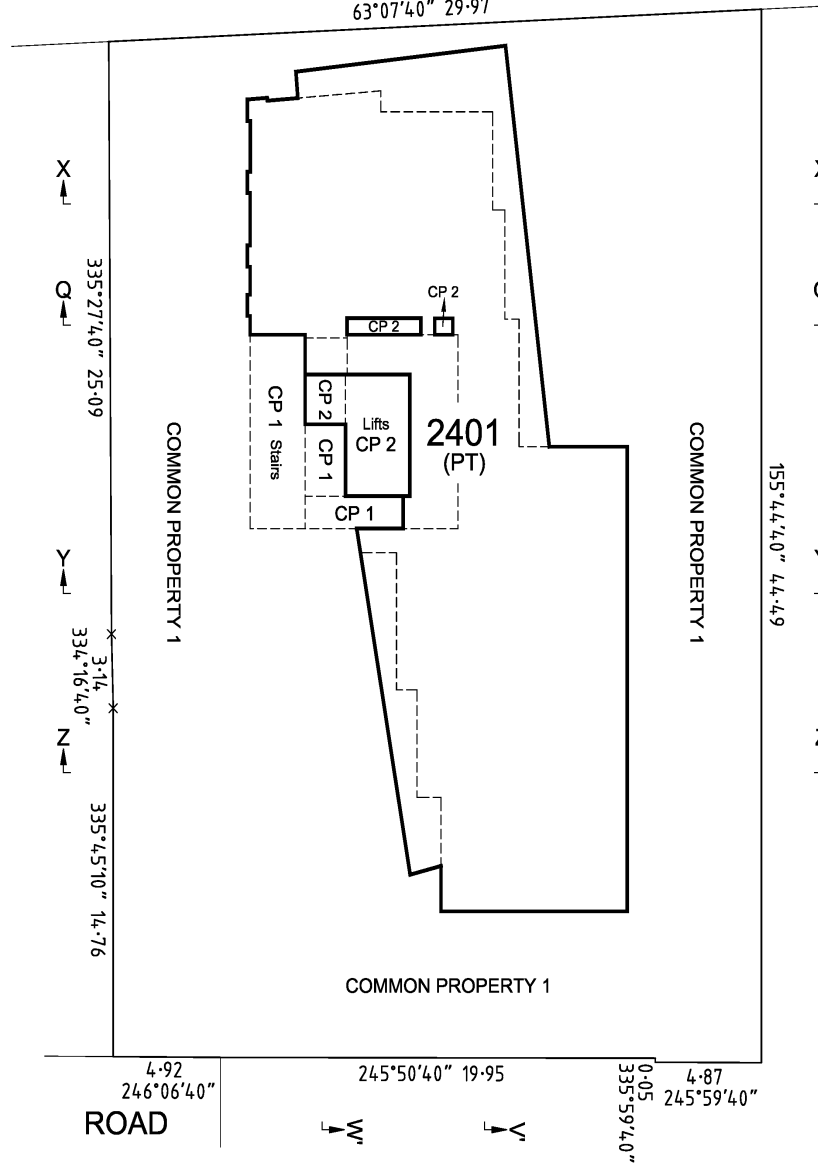
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**DIAGRAM 26**  
**LEVEL 24 (FLOOR 23)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



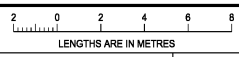
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SHEET 28

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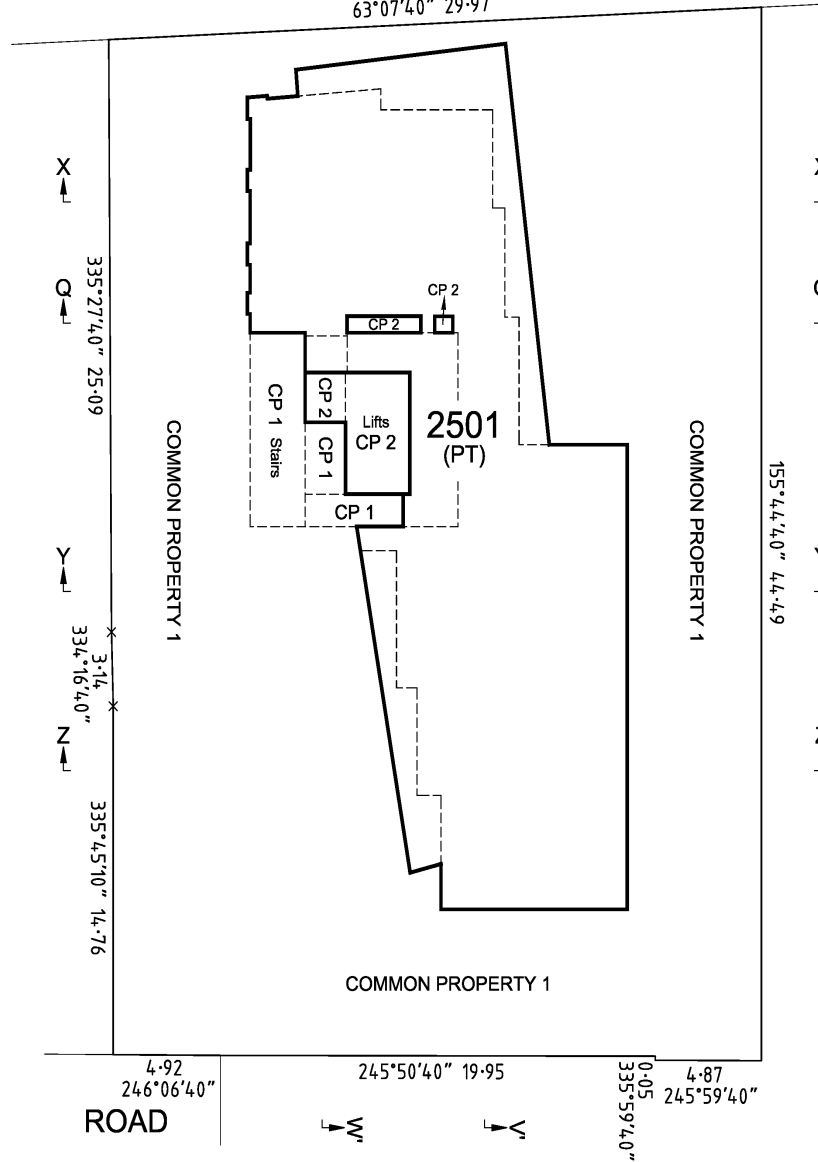
**PS 831067G**

**DIAGRAM 27**  
**LEVEL 25 (FLOOR 24)**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



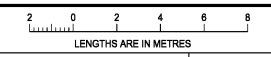
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SCALE  
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SIZE: A3

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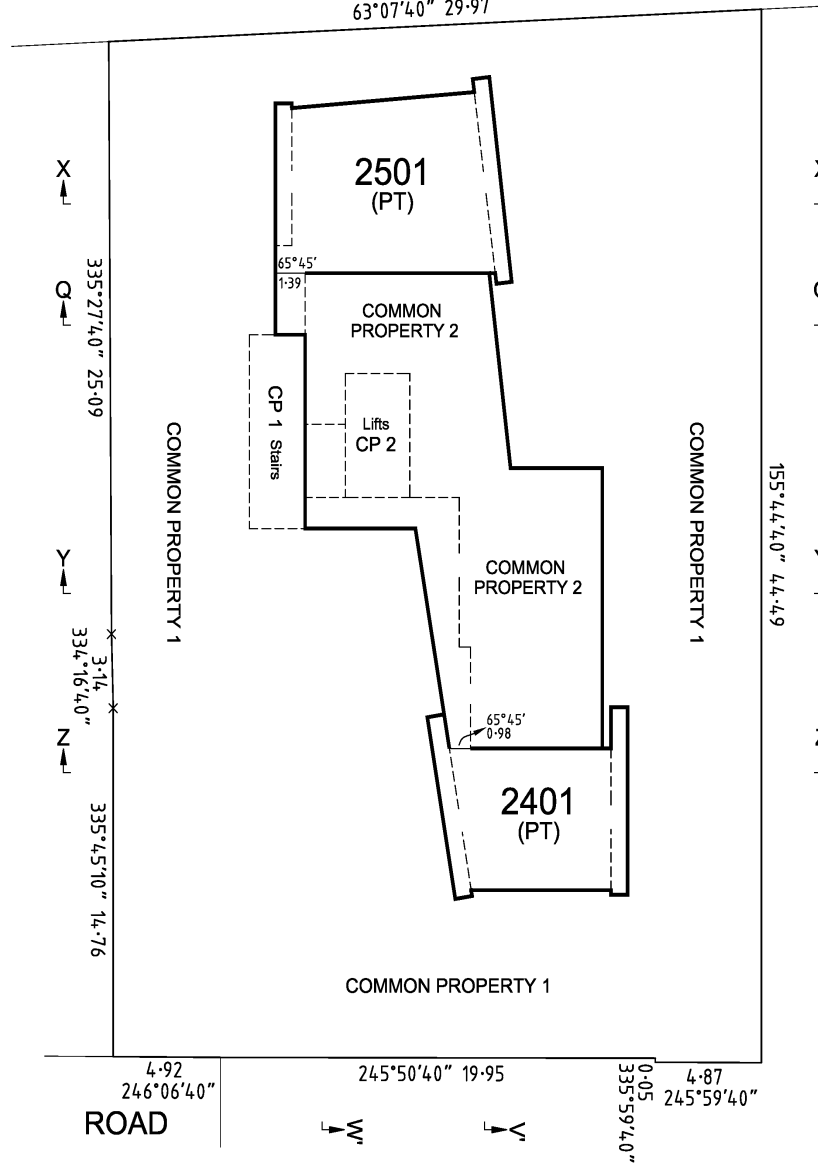
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**DIAGRAM 28**  
**ROOF**

MG42020 Zone 55

**DUDLEY STREET**

63°07'40" 29.97



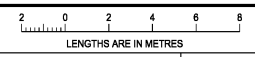
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SCALE  
1:200



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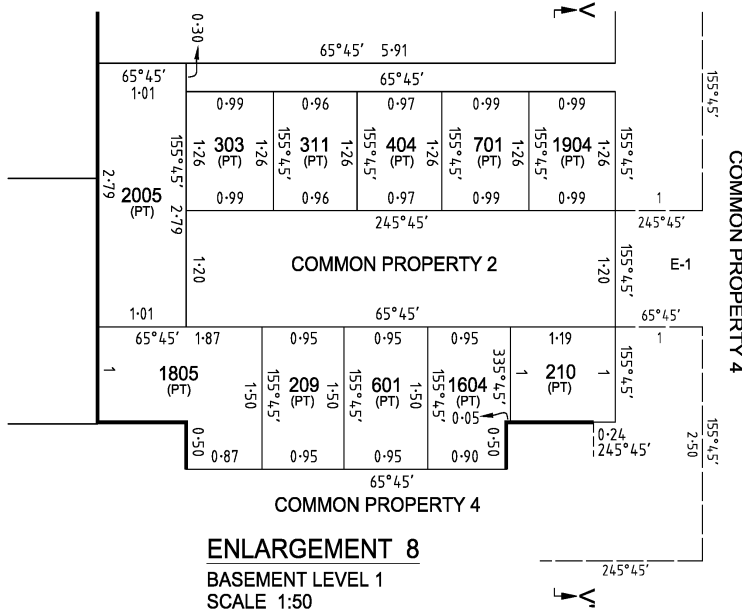
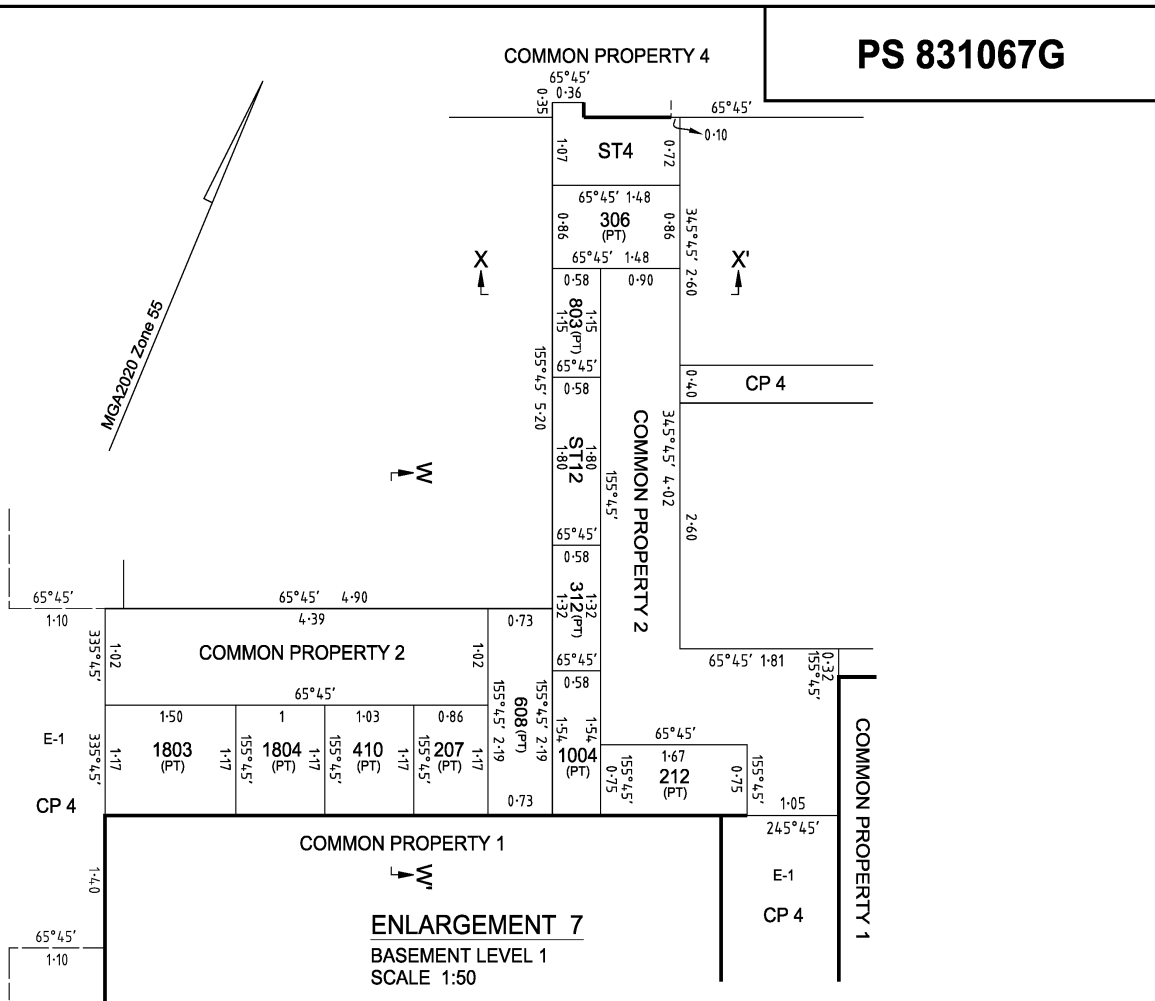
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SCALE

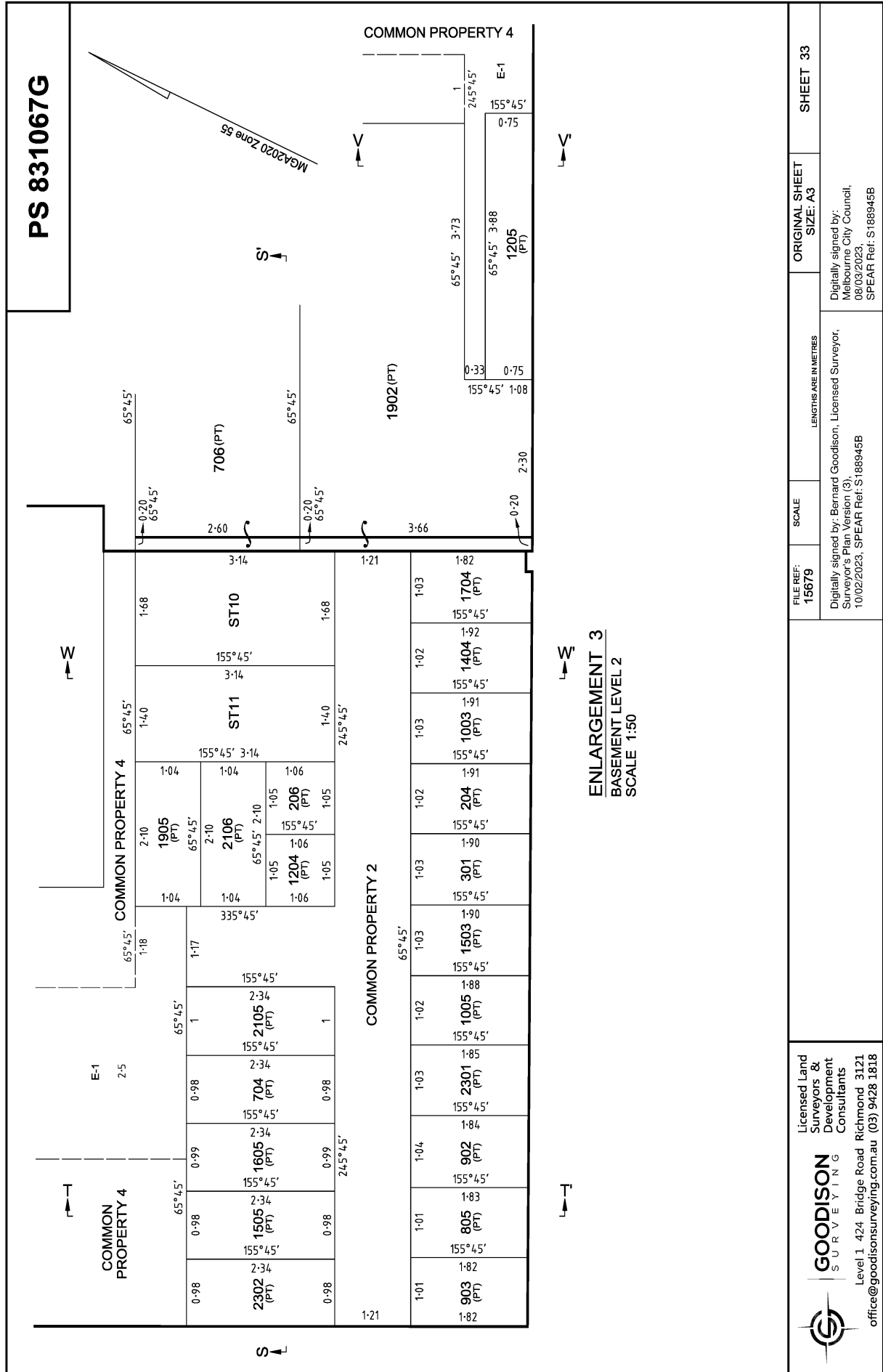
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 32

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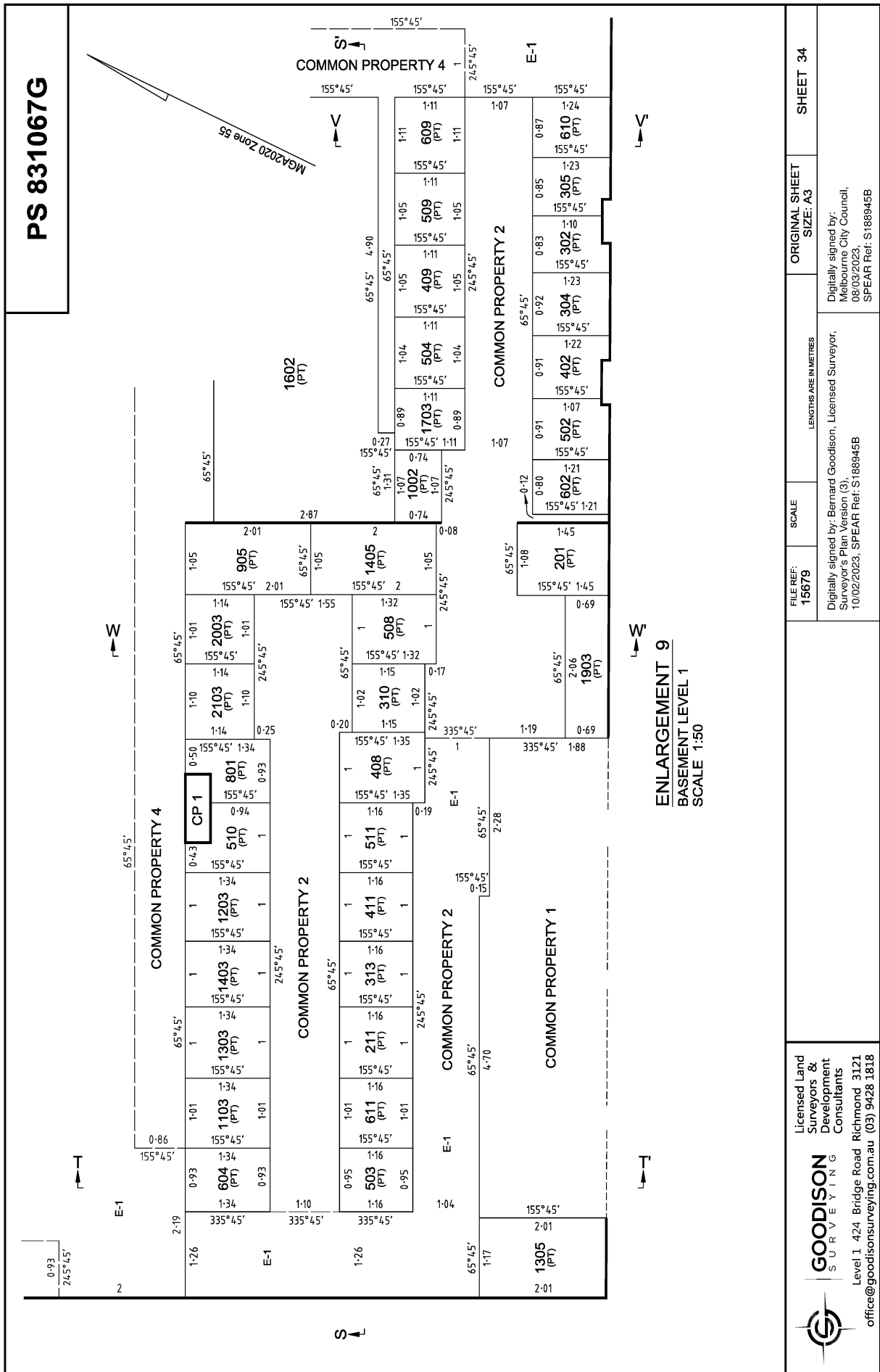
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ENLARGEMENT 9  
BASEMENT LEVEL 1  
SCALE 1:50

FILE REF:  
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SCALE  
LENGTHS ARE IN METRES

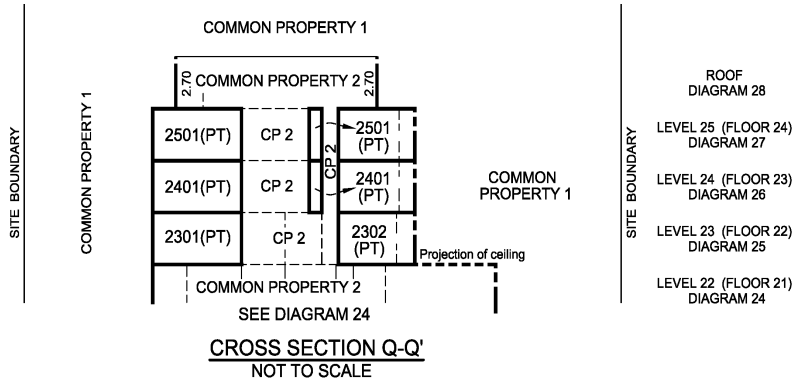
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SHEET 34

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**PS 831067G**



- ROOF  
DIAGRAM 28
- LEVEL 25 (FLOOR 24)  
DIAGRAM 27
- LEVEL 24 (FLOOR 23)  
DIAGRAM 26
- LEVEL 23 (FLOOR 22)  
DIAGRAM 25
- LEVEL 22 (FLOOR 21)  
DIAGRAM 24



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15679

SCALE

LENGTHS ARE IN METRES

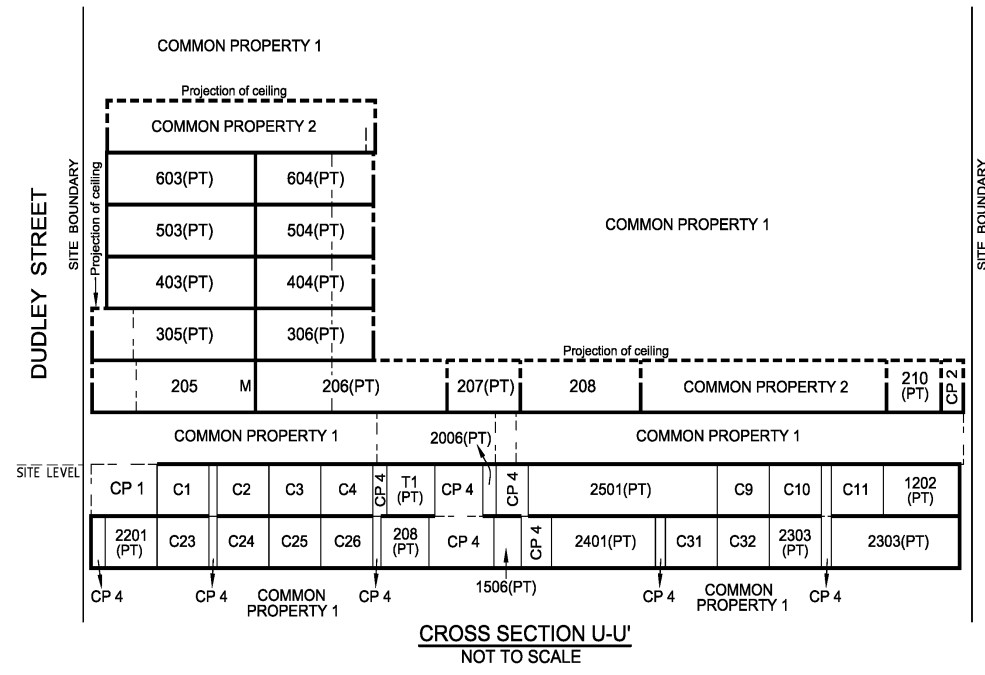
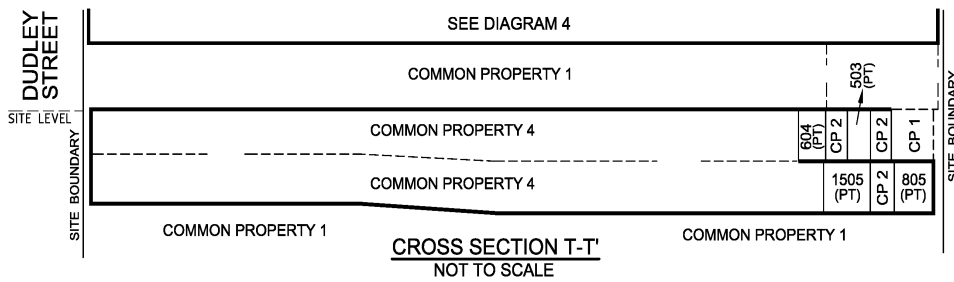
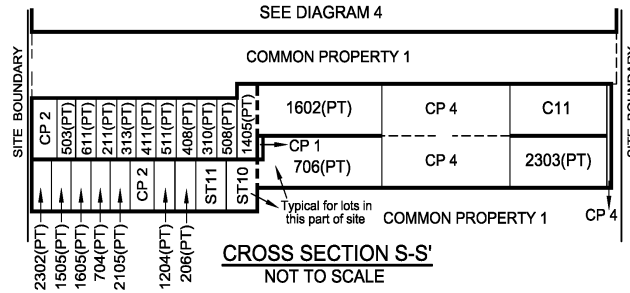
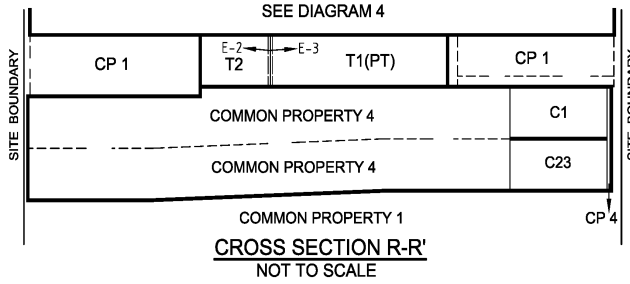
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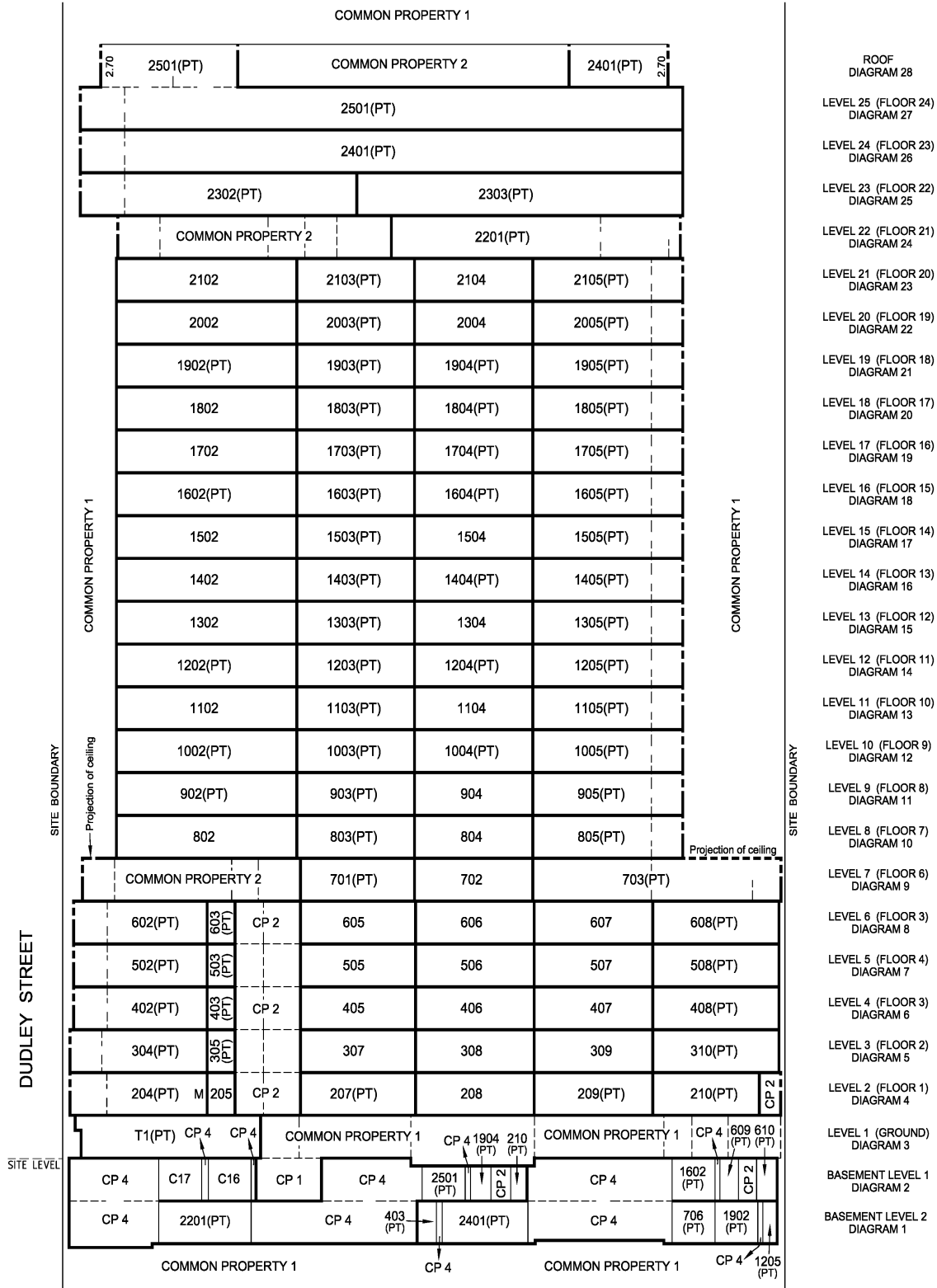
# PS 831067G



<p><b>GOODISON SURVEYING</b> Licensed Land Surveyors &amp; Development Consultants Level 1 424 Bridge Road Richmond 3121 office@goodisonsurveying.com.au (03) 9428 1818</p>	<p>FILE REF: 15679</p>	<p>SCALE</p>	<p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 36</p>
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# PS 831067G



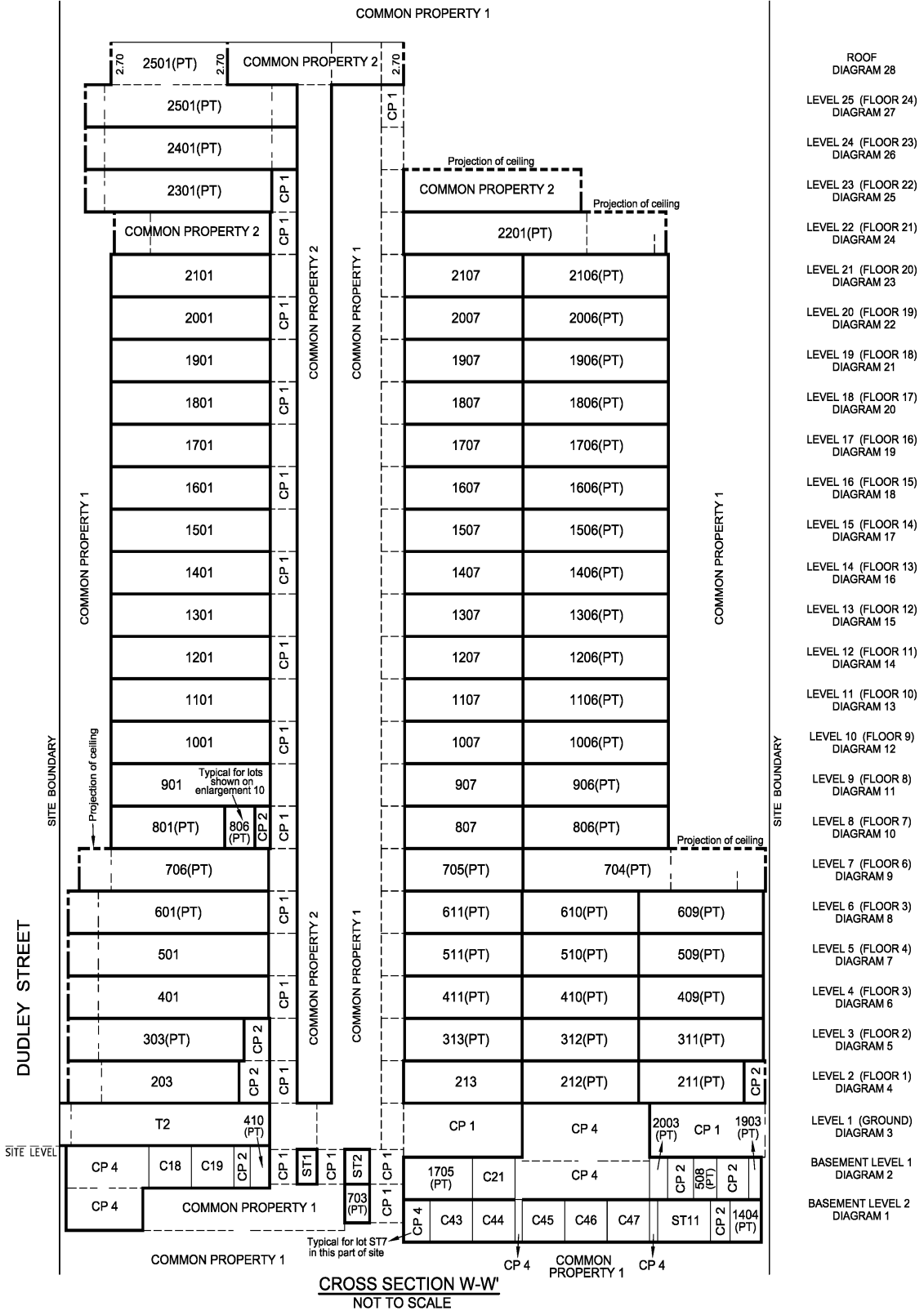
- ROOF DIAGRAM 28
- LEVEL 25 (FLOOR 24) DIAGRAM 27
- LEVEL 24 (FLOOR 23) DIAGRAM 26
- LEVEL 23 (FLOOR 22) DIAGRAM 25
- LEVEL 22 (FLOOR 21) DIAGRAM 24
- LEVEL 21 (FLOOR 20) DIAGRAM 23
- LEVEL 20 (FLOOR 19) DIAGRAM 22
- LEVEL 19 (FLOOR 18) DIAGRAM 21
- LEVEL 18 (FLOOR 17) DIAGRAM 20
- LEVEL 17 (FLOOR 16) DIAGRAM 19
- LEVEL 16 (FLOOR 15) DIAGRAM 18
- LEVEL 15 (FLOOR 14) DIAGRAM 17
- LEVEL 14 (FLOOR 13) DIAGRAM 16
- LEVEL 13 (FLOOR 12) DIAGRAM 15
- LEVEL 12 (FLOOR 11) DIAGRAM 14
- LEVEL 11 (FLOOR 10) DIAGRAM 13
- LEVEL 10 (FLOOR 9) DIAGRAM 12
- LEVEL 9 (FLOOR 8) DIAGRAM 11
- LEVEL 8 (FLOOR 7) DIAGRAM 10
- LEVEL 7 (FLOOR 6) DIAGRAM 9
- LEVEL 6 (FLOOR 3) DIAGRAM 8
- LEVEL 5 (FLOOR 4) DIAGRAM 7
- LEVEL 4 (FLOOR 3) DIAGRAM 6
- LEVEL 3 (FLOOR 2) DIAGRAM 5
- LEVEL 2 (FLOOR 1) DIAGRAM 4
- LEVEL 1 (GROUND) DIAGRAM 3
- BASEMENT LEVEL 1 DIAGRAM 2
- BASEMENT LEVEL 2 DIAGRAM 1

**CROSS SECTION V-V'**  
NOT TO SCALE

<p><b>GOODISON</b> SURVEYING</p> <p>Licensed Land Surveyors &amp; Development Consultants</p> <p>Level 1 424 Bridge Road Richmond 3121 office@goodisonsurveying.com.au (03) 9428 1818</p>	FILE REF: <b>15679</b>	SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 37
	Digitally signed by: Bernard Goodison, Licensed Surveyor, Surveyor's Plan Version (3), 10/02/2023. SPEAR Ref: S188945B			Digitally signed by: Melbourne City Council, 08/03/2023, SPEAR Ref: S188945B	

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# PS 831067G



- ROOF  
DIAGRAM 28
- LEVEL 25 (FLOOR 24)  
DIAGRAM 27
- LEVEL 24 (FLOOR 23)  
DIAGRAM 26
- LEVEL 23 (FLOOR 22)  
DIAGRAM 25
- LEVEL 22 (FLOOR 21)  
DIAGRAM 24
- LEVEL 21 (FLOOR 20)  
DIAGRAM 23
- LEVEL 20 (FLOOR 19)  
DIAGRAM 22
- LEVEL 19 (FLOOR 18)  
DIAGRAM 21
- LEVEL 18 (FLOOR 17)  
DIAGRAM 20
- LEVEL 17 (FLOOR 16)  
DIAGRAM 19
- LEVEL 16 (FLOOR 15)  
DIAGRAM 18
- LEVEL 15 (FLOOR 14)  
DIAGRAM 17
- LEVEL 14 (FLOOR 13)  
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- LEVEL 13 (FLOOR 12)  
DIAGRAM 15
- LEVEL 12 (FLOOR 11)  
DIAGRAM 14
- LEVEL 11 (FLOOR 10)  
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- LEVEL 10 (FLOOR 9)  
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- LEVEL 9 (FLOOR 8)  
DIAGRAM 11
- LEVEL 8 (FLOOR 7)  
DIAGRAM 10
- LEVEL 7 (FLOOR 6)  
DIAGRAM 9
- LEVEL 6 (FLOOR 3)  
DIAGRAM 8
- LEVEL 5 (FLOOR 4)  
DIAGRAM 7
- LEVEL 4 (FLOOR 3)  
DIAGRAM 6
- LEVEL 3 (FLOOR 2)  
DIAGRAM 5
- LEVEL 2 (FLOOR 1)  
DIAGRAM 4
- LEVEL 1 (GROUND)  
DIAGRAM 3
- BASEMENT LEVEL 1  
DIAGRAM 2
- BASEMENT LEVEL 2  
DIAGRAM 1

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 Level 1 424 Bridge Road Richmond 3121  
 office@goodisonsurveying.com.au (03) 9428 1818

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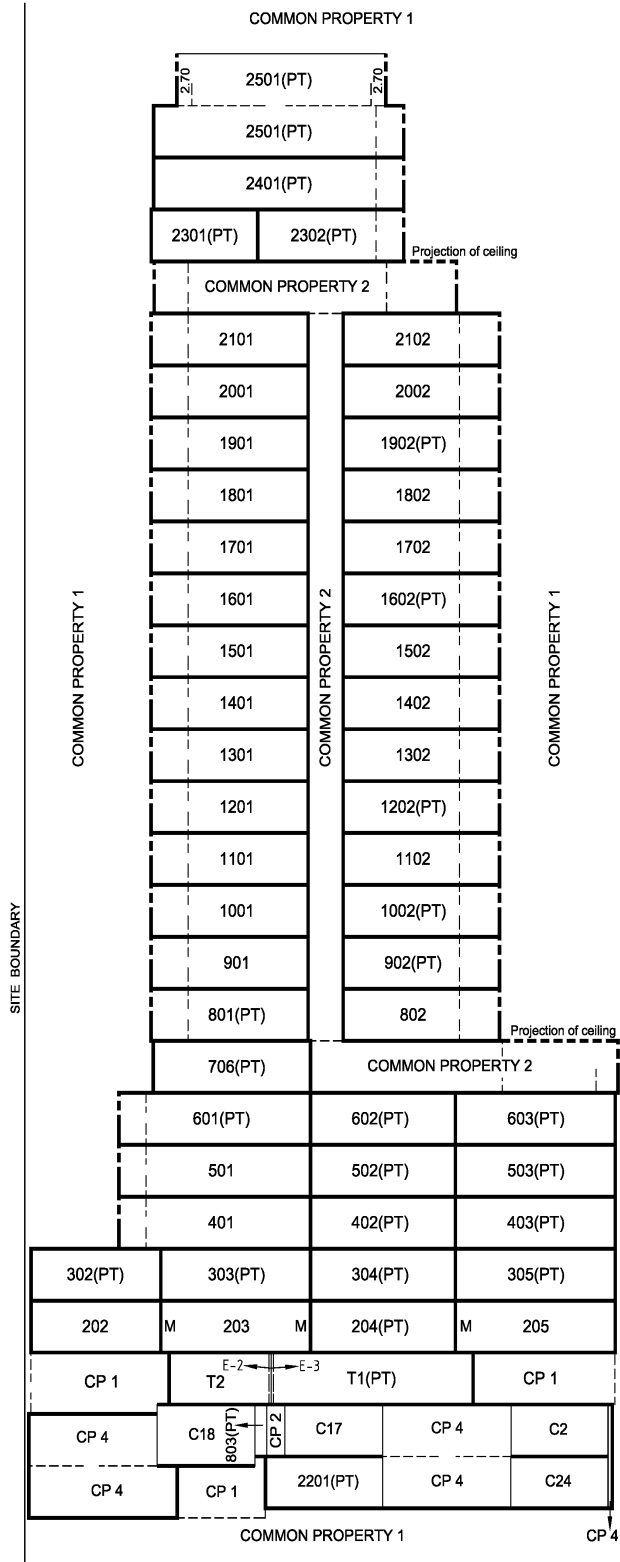
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- ROOF  
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DIAGRAM 11
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DIAGRAM 10
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DIAGRAM 9
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DIAGRAM 8
- LEVEL 5 (FLOOR 4)  
DIAGRAM 7
- LEVEL 4 (FLOOR 3)  
DIAGRAM 6
- LEVEL 3 (FLOOR 2)  
DIAGRAM 5
- LEVEL 2 (FLOOR 1)  
DIAGRAM 4
- LEVEL 1 (GROUND)  
DIAGRAM 3
- BASEMENT LEVEL 1  
DIAGRAM 2
- BASEMENT LEVEL 2  
DIAGRAM 1

**CROSS SECTION X-X'**  
NOT TO SCALE

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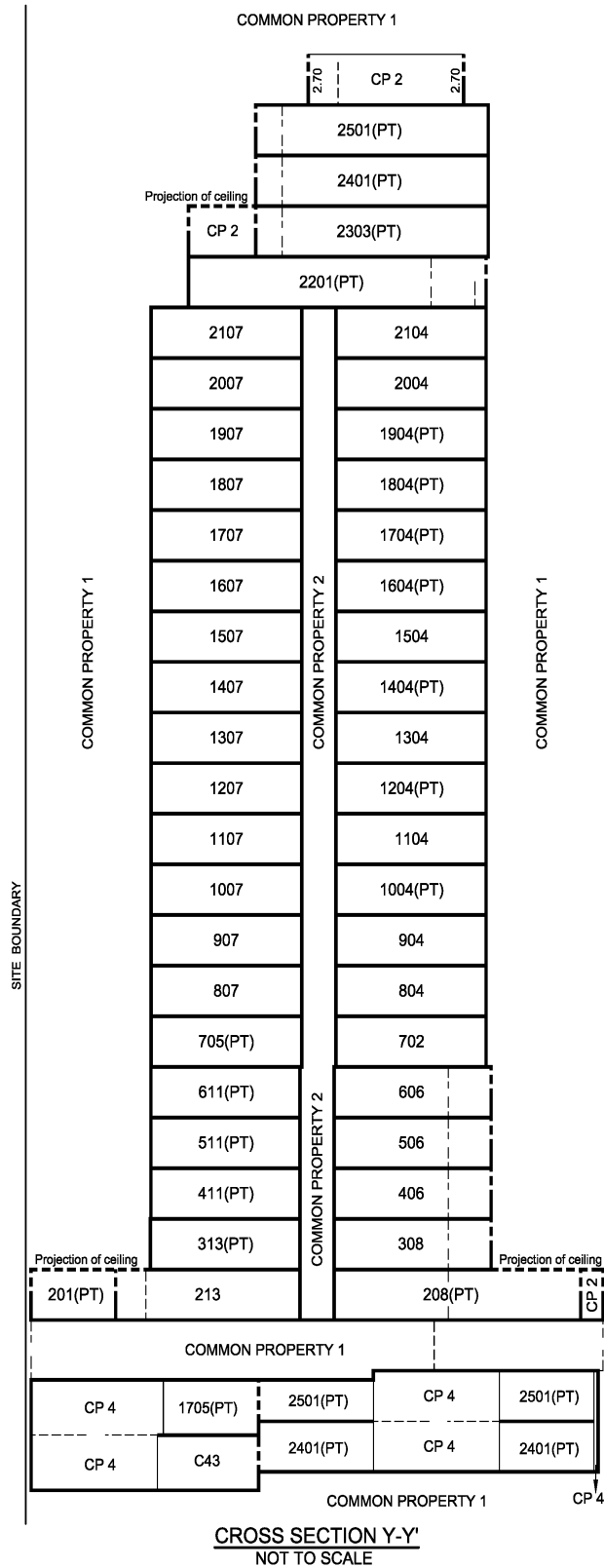
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DIAGRAM 28
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DIAGRAM 6
- LEVEL 3 (FLOOR 2)  
DIAGRAM 5
- LEVEL 2 (FLOOR 1)  
DIAGRAM 4
- LEVEL 1 (GROUND)  
DIAGRAM 3
- BASEMENT LEVEL 1  
DIAGRAM 2
- BASEMENT LEVEL 2  
DIAGRAM 1



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15679

SCALE

LENGTHS ARE IN METRES

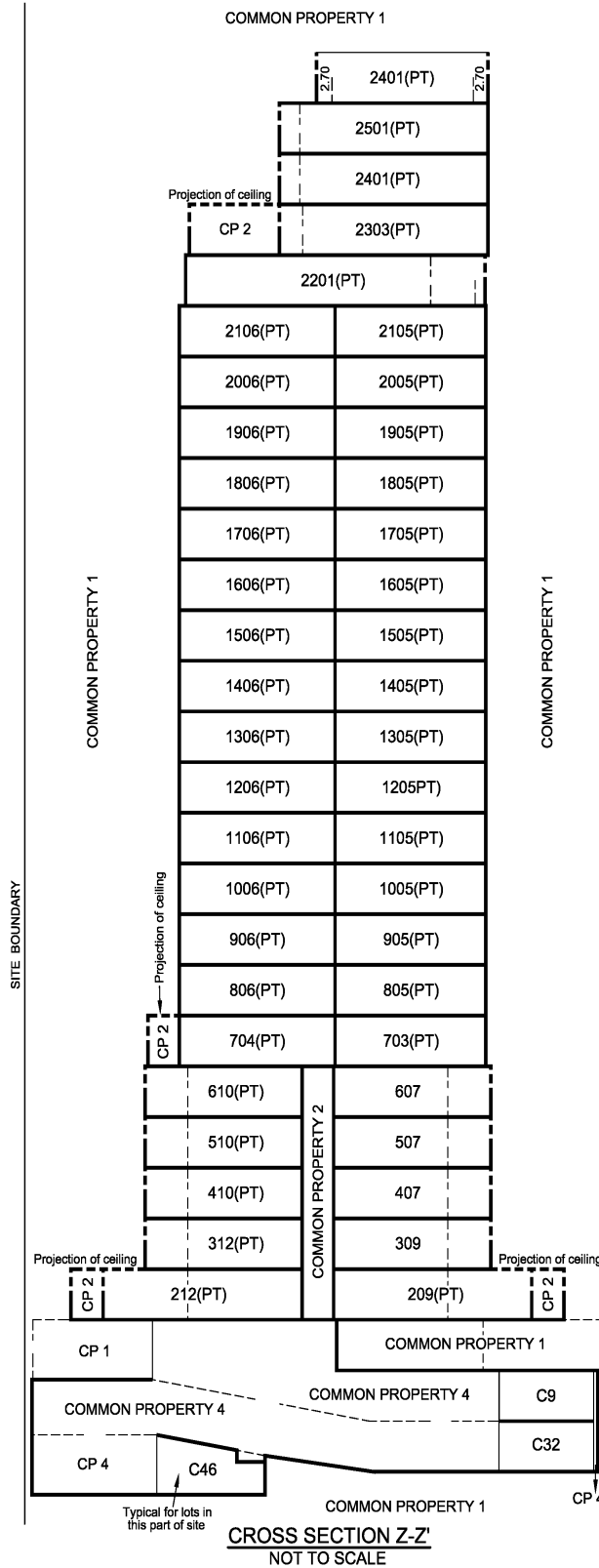
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SHEET 40

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DIAGRAM 9
- LEVEL 6 (FLOOR 3)  
DIAGRAM 8
- LEVEL 5 (FLOOR 4)  
DIAGRAM 7
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DIAGRAM 6
- LEVEL 3 (FLOOR 2)  
DIAGRAM 5
- LEVEL 2 (FLOOR 1)  
DIAGRAM 4
- LEVEL 1 (GROUND)  
DIAGRAM 3
- BASEMENT LEVEL 1  
DIAGRAM 2
- BASEMENT LEVEL 2  
DIAGRAM 1

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ORIGINAL SHEET SIZE: A3 SHEET 41

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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 24/03/2023 09:36:03 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS831067G**

The land in PS831067G is affected by 4 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1 - 4, Lots 201 - 213, 301 - 313, 401 - 411, 501 - 511, 601 - 611, 701 - 706, 801 - 807, 901 - 907, 1001 - 1007, 1101 - 1107, 1201 - 1207, 1301 - 1307, 1401 - 1407, 1501 - 1507, 1601 - 1607, 1701 - 1707, 1801 - 1807, 1901 - 1907, 2001 - 2007, 2101 - 2107, 2201, 2301 - 2303, 2401, 2501, C1, C2, C3, C4, C9, C10, C11, C16, C17, C18, C19, C21, C23, C24, C25, C26, C31, C32, C43, C44, C45, C46, C47, ST1, ST2, ST3, ST4, ST5, ST6, ST7, ST10, ST11, ST12, T1, T2.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

LEVEL 1 204 BALACLAVA ROAD CAULFIELD NORTH VIC 3161

PS831067G 23/03/2023

### 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. OC058292H 23/03/2023

### Additional Owners Corporation Information:

OC058286C 23/03/2023

### Notations:

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

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:03 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS831067G**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 201	61	61
Lot 202	73	73
Lot 203	88	88
Lot 204	66	66
Lot 205	80	80
Lot 206	59	59
Lot 207	58	58
Lot 208	59	59
Lot 209	59	59
Lot 210	65	65
Lot 211	65	65
Lot 212	59	59
Lot 213	58	58
Lot 301	61	61
Lot 302	74	74
Lot 303	82	82
Lot 304	66	66
Lot 305	80	80
Lot 306	59	59
Lot 307	58	58
Lot 308	59	59
Lot 309	59	59
Lot 310	65	65
Lot 311	65	65
Lot 312	59	59
Lot 313	58	58
Lot 401	114	114
Lot 402	66	66



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:03 AM

**OWNERS CORPORATION 1  
PLAN NO. PS831067G**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 403	77	77
Lot 404	59	59
Lot 405	58	58
Lot 406	59	59
Lot 407	59	59
Lot 408	65	65
Lot 409	65	65
Lot 410	59	59
Lot 411	58	58
Lot 501	114	114
Lot 502	66	66
Lot 503	77	77
Lot 504	59	59
Lot 505	58	58
Lot 506	59	59
Lot 507	59	59
Lot 508	65	65
Lot 509	65	65
Lot 510	59	59
Lot 511	58	58
Lot 601	114	114
Lot 602	66	66
Lot 603	77	77
Lot 604	59	59
Lot 605	58	58
Lot 606	59	59
Lot 607	59	59
Lot 608	65	65
Lot 609	65	65



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:03 AM

**OWNERS CORPORATION 1  
PLAN NO. PS831067G**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 610	59	59
Lot 611	58	58
Lot 701	58	58
Lot 702	58	58
Lot 703	107	107
Lot 704	105	105
Lot 705	58	58
Lot 706	94	94
Lot 801	63	63
Lot 802	89	89
Lot 803	58	58
Lot 804	58	58
Lot 805	75	75
Lot 806	73	73
Lot 807	58	58
Lot 901	77	77
Lot 902	89	89
Lot 903	58	58
Lot 904	58	58
Lot 905	75	75
Lot 906	73	73
Lot 907	58	58
Lot 1001	77	77
Lot 1002	89	89
Lot 1003	58	58
Lot 1004	58	58
Lot 1005	75	75
Lot 1006	73	73
Lot 1007	58	58



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:03 AM

OWNERS CORPORATION 1  
PLAN NO. PS831067G

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1101	77	77
Lot 1102	89	89
Lot 1103	58	58
Lot 1104	58	58
Lot 1105	75	75
Lot 1106	73	73
Lot 1107	58	58
Lot 1201	77	77
Lot 1202	89	89
Lot 1203	58	58
Lot 1204	58	58
Lot 1205	75	75
Lot 1206	73	73
Lot 1207	58	58
Lot 1301	77	77
Lot 1302	89	89
Lot 1303	58	58
Lot 1304	58	58
Lot 1305	75	75
Lot 1306	73	73
Lot 1307	58	58
Lot 1401	77	77
Lot 1402	89	89
Lot 1403	58	58
Lot 1404	58	58
Lot 1405	75	75
Lot 1406	73	73
Lot 1407	58	58
Lot 1501	77	77



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:03 AM

**OWNERS CORPORATION 1  
PLAN NO. PS831067G**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1502	89	89
Lot 1503	58	58
Lot 1504	58	58
Lot 1505	75	75
Lot 1506	73	73
Lot 1507	58	58
Lot 1601	77	77
Lot 1602	89	89
Lot 1603	58	58
Lot 1604	58	58
Lot 1605	75	75
Lot 1606	73	73
Lot 1607	58	58
Lot 1701	77	77
Lot 1702	89	89
Lot 1703	58	58
Lot 1704	58	58
Lot 1705	75	75
Lot 1706	73	73
Lot 1707	58	58
Lot 1801	77	77
Lot 1802	89	89
Lot 1803	58	58
Lot 1804	58	58
Lot 1805	75	75
Lot 1806	73	73
Lot 1807	58	58
Lot 1901	77	77
Lot 1902	89	89





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:03 AM

**OWNERS CORPORATION 1  
PLAN NO. PS831067G**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1903	58	58
Lot 1904	58	58
Lot 1905	75	75
Lot 1906	73	73
Lot 1907	58	58
Lot 2001	77	77
Lot 2002	89	89
Lot 2003	58	58
Lot 2004	58	58
Lot 2005	75	75
Lot 2006	73	73
Lot 2007	58	58
Lot 2101	77	77
Lot 2102	89	89
Lot 2103	58	58
Lot 2104	58	58
Lot 2105	75	75
Lot 2106	73	73
Lot 2107	58	58
Lot 2201	230	230
Lot 2301	59	59
Lot 2302	103	103
Lot 2303	195	195
Lot 2401	378	378
Lot 2501	378	378
Lot C1	1	1
Lot C2	1	1
Lot C3	1	1
Lot C4	1	1



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:03 AM

OWNERS CORPORATION 1  
PLAN NO. PS831067G

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot C9	1	1
Lot C10	1	1
Lot C11	1	1
Lot C16	1	1
Lot C17	1	1
Lot C18	1	1
Lot C19	1	1
Lot C21	1	1
Lot C23	1	1
Lot C24	1	1
Lot C25	1	1
Lot C26	1	1
Lot C31	1	1
Lot C32	1	1
Lot C43	1	1
Lot C44	1	1
Lot C45	1	1
Lot C46	1	1
Lot C47	1	1
Lot ST1	1	1
Lot ST2	1	1
Lot ST3	1	1
Lot ST4	1	1
Lot ST5	1	1
Lot ST6	1	1
Lot ST7	1	1
Lot ST10	1	1
Lot ST11	1	1
Lot ST12	1	1



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:03 AM

**OWNERS CORPORATION 1  
PLAN NO. PS831067G**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot T1	112	112
Lot T2	52	52
<b>Total</b>	<b>12750.00</b>	<b>12750.00</b>

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

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 24/03/2023 09:36:04 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS831067G**

The land in PS831067G is affected by 4 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 201 - 213, 301 - 313, 401 - 411, 501 - 511, 601 - 611, 701 - 706, 801 - 807, 901 - 907, 1001 - 1007, 1101 - 1107, 1201 - 1207, 1301 - 1307, 1401 - 1407, 1501 - 1507, 1601 - 1607, 1701 - 1707, 1801 - 1807, 1901 - 1907, 2001 - 2007, 2101 - 2107, 2201, 2301 - 2303, 2401, 2501.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

LEVEL 1 204 BALACLAVA ROAD CAULFIELD NORTH VIC 3161

PS831067G 23/03/2023

### 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. OC058290M 23/03/2023

### Additional Owners Corporation Information:

OC058287A 23/03/2023

### Notations:

Members of Owners Corporation No. 2 are also affected by Owners Corporation No. 1 Members of Owners Corporation No. 2 are also affected by Owners Corporation No. 1

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 201	61	61
Lot 202	73	73
Lot 203	88	88
Lot 204	66	66



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:04 AM

OWNERS CORPORATION 2  
PLAN NO. PS831067G

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 205	80	80
Lot 206	59	59
Lot 207	58	58
Lot 208	59	59
Lot 209	59	59
Lot 210	65	65
Lot 211	65	65
Lot 212	59	59
Lot 213	58	58
Lot 301	61	61
Lot 302	74	74
Lot 303	82	82
Lot 304	66	66
Lot 305	80	80
Lot 306	59	59
Lot 307	58	58
Lot 308	59	59
Lot 309	59	59
Lot 310	65	65
Lot 311	65	65
Lot 312	59	59
Lot 313	58	58
Lot 401	114	114
Lot 402	66	66
Lot 403	77	77
Lot 404	59	59
Lot 405	58	58
Lot 406	59	59
Lot 407	59	59



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:04 AM

**OWNERS CORPORATION 2  
PLAN NO. PS831067G**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 408	65	65
Lot 409	65	65
Lot 410	59	59
Lot 411	58	58
Lot 501	114	114
Lot 502	66	66
Lot 503	77	77
Lot 504	59	59
Lot 505	58	58
Lot 506	59	59
Lot 507	59	59
Lot 508	65	65
Lot 509	65	65
Lot 510	59	59
Lot 511	58	58
Lot 601	114	114
Lot 602	66	66
Lot 603	77	77
Lot 604	59	59
Lot 605	58	58
Lot 606	59	59
Lot 607	59	59
Lot 608	65	65
Lot 609	65	65
Lot 610	59	59
Lot 611	58	58
Lot 701	58	58
Lot 702	58	58
Lot 703	107	107



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:04 AM

OWNERS CORPORATION 2  
PLAN NO. PS831067G

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 704	105	105
Lot 705	58	58
Lot 706	94	94
Lot 801	63	63
Lot 802	89	89
Lot 803	58	58
Lot 804	58	58
Lot 805	75	75
Lot 806	73	73
Lot 807	58	58
Lot 901	77	77
Lot 902	89	89
Lot 903	58	58
Lot 904	58	58
Lot 905	75	75
Lot 906	73	73
Lot 907	58	58
Lot 1001	77	77
Lot 1002	89	89
Lot 1003	58	58
Lot 1004	58	58
Lot 1005	75	75
Lot 1006	73	73
Lot 1007	58	58
Lot 1101	77	77
Lot 1102	89	89
Lot 1103	58	58
Lot 1104	58	58
Lot 1105	75	75



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:04 AM

**OWNERS CORPORATION 2  
PLAN NO. PS831067G**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1106	73	73
Lot 1107	58	58
Lot 1201	77	77
Lot 1202	89	89
Lot 1203	58	58
Lot 1204	58	58
Lot 1205	75	75
Lot 1206	73	73
Lot 1207	58	58
Lot 1301	77	77
Lot 1302	89	89
Lot 1303	58	58
Lot 1304	58	58
Lot 1305	75	75
Lot 1306	73	73
Lot 1307	58	58
Lot 1401	77	77
Lot 1402	89	89
Lot 1403	58	58
Lot 1404	58	58
Lot 1405	75	75
Lot 1406	73	73
Lot 1407	58	58
Lot 1501	77	77
Lot 1502	89	89
Lot 1503	58	58
Lot 1504	58	58
Lot 1505	75	75
Lot 1506	73	73





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:04 AM

OWNERS CORPORATION 2  
PLAN NO. PS831067G

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1507	58	58
Lot 1601	77	77
Lot 1602	89	89
Lot 1603	58	58
Lot 1604	58	58
Lot 1605	75	75
Lot 1606	73	73
Lot 1607	58	58
Lot 1701	77	77
Lot 1702	89	89
Lot 1703	58	58
Lot 1704	58	58
Lot 1705	75	75
Lot 1706	73	73
Lot 1707	58	58
Lot 1801	77	77
Lot 1802	89	89
Lot 1803	58	58
Lot 1804	58	58
Lot 1805	75	75
Lot 1806	73	73
Lot 1807	58	58
Lot 1901	77	77
Lot 1902	89	89
Lot 1903	58	58
Lot 1904	58	58
Lot 1905	75	75
Lot 1906	73	73
Lot 1907	58	58



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:04 AM

**OWNERS CORPORATION 2  
PLAN NO. PS831067G**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 2001	77	77
Lot 2002	89	89
Lot 2003	58	58
Lot 2004	58	58
Lot 2005	75	75
Lot 2006	73	73
Lot 2007	58	58
Lot 2101	77	77
Lot 2102	89	89
Lot 2103	58	58
Lot 2104	58	58
Lot 2105	75	75
Lot 2106	73	73
Lot 2107	58	58
Lot 2201	230	230
Lot 2301	59	59
Lot 2302	103	103
Lot 2303	195	195
Lot 2401	378	378
Lot 2501	378	378
<b>Total</b>	<b>12553.00</b>	<b>12553.00</b>

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

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 3  
PLAN NO. PS831067G**

The land in PS831067G is affected by 4 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property 3, Lots T1, T2.

**Limitations on Owners Corporation:**  
Limited to Common Property

**Postal Address for Services of Notices:**  
LEVEL 1 204 BALACLAVA ROAD CAULFIELD NORTH VIC 3161  
  
PS831067G 23/03/2023

**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. OC058291K 23/03/2023

**Additional Owners Corporation Information:**  
OC058289V 23/03/2023

**Notations:**  
Members of Owners Corporation No. 3 are also affected by Owners Corporation No. 1 Members of Owners Corporation No. 3 are also affected by Owners Corporation No. 1

**Entitlement and Liability:**  
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot T1	112	112
Lot T2	52	52
<b>Total</b>	<b>164.00</b>	<b>164.00</b>

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



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:04 AM

**OWNERS CORPORATION 3  
PLAN NO. PS831067G**

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 24/03/2023 09:36:05 AM

**OWNERS CORPORATION 4**  
**PLAN NO. PS831067G**

The land in PS831067G is affected by 4 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 4, Lots 208, 706, 1202, 1602, 1705, 1902, 2201, 2303, 2401, 2501, C1, C2, C3, C4, C9, C10, C11, C16, C17, C18, C19, C21, C23, C24, C25, C26, C31, C32, C43, C44, C45, C46, C47, ST1, ST2, ST3, ST4, ST5, ST6, ST7, ST10, ST11, ST12, T1.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

LEVEL 1 204 BALACLAVA ROAD CAULFIELD NORTH VIC 3161

PS831067G 23/03/2023

### 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. OC058293F 23/03/2023

### Additional Owners Corporation Information:

OC058288X 23/03/2023

### Notations:

Members of Owners Corporation No. 4 are also affected by Owners Corporation No. 1 Members of Owners Corporation No. 4 are also affected by Owners Corporation No. 1

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 208	10	10
Lot 706	10	10
Lot 1202	10	10
Lot 1602	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:05 AM

**OWNERS CORPORATION 4  
PLAN NO. PS831067G**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1705	10	10
Lot 1902	10	10
Lot 2201	40	40
Lot 2303	30	30
Lot 2401	40	40
Lot 2501	40	40
Lot C1	10	10
Lot C2	10	10
Lot C3	10	10
Lot C4	10	10
Lot C9	10	10
Lot C10	10	10
Lot C11	10	10
Lot C16	10	10
Lot C17	10	10
Lot C18	10	10
Lot C19	10	10
Lot C21	10	10
Lot C23	10	10
Lot C24	10	10
Lot C25	10	10
Lot C26	10	10
Lot C31	10	10
Lot C32	10	10
Lot C43	10	10
Lot C44	10	10
Lot C45	10	10
Lot C46	10	10
Lot C47	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 24/03/2023 09:36:05 AM

**OWNERS CORPORATION 4  
PLAN NO. PS831067G**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot ST1	1	1
Lot ST2	1	1
Lot ST3	1	1
Lot ST4	1	1
Lot ST5	1	1
Lot ST6	1	1
Lot ST7	1	1
Lot ST10	1	1
Lot ST11	1	1
Lot ST12	1	1
Lot T1	10	10
<b>Total</b>	<b>460.00</b>	<b>460.00</b>

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.

AW610551W

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

**Privacy Collection Statement**

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

Amended with consent of the  
Legal Practitioner for applicant.  
BK 07/03/2023

Lodged by

Name: HUNT & HUNT  
Phone: 038602 9214  
Address: LEVEL 5 114 WILLIAM STREET MELBOURNE 3000  
Reference: 9553499 - CLG  
Customer code: 20218G

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) "That Part of the Land in Volume 11427 Folio 239 as shown on the attached Plan"

~~VOLUME 11427 FOLIO 239~~

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

MELBOURNE CITY COUNCIL 120 SWANSTON STREET MELBOURNE 3000

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

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



AW610551W

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

**Privacy Collection Statement**

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

**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 MELBOURNE CITY COUNCIL

Signer Name CATHERINE LEE STEWART

Signer Organisation HUNT & HUNT

Signer Role LAW PRACTICE

Signature



Execution Date 23/02/2023

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35271702A

181PEA

Page 2 of 2

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

AW610551W

SECTION 173 AGREEMENT

---

Dated the 22<sup>ND</sup> day of FEBRUARY, 2023

**MELBOURNE CITY COUNCIL**

and

**UAG WEST MELBOURNE PTY LTD  
(ACN 615784006)**

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

**Land** Part of the land contained in certificate of title volume 11427 folio 239 known as  
45-55 Dudley Street, West Melbourne

This agreement only applies to that part of the Land shown as a Car Park Lot or Storage  
Lot on the Plan attached in Appendix A and defined by the agreement.

**MELBOURNE CITY COUNCIL**  
Governance and Legal  
3<sup>rd</sup> Floor Town Hall  
90 Swanston Street  
MELBOURNE VIC 3000

**SECTION 173 AGREEMENT  
CONTENTS**

<b>DESCRIPTION</b>	<b>Page</b>
<b>RECITALS:</b>	<b>1</b>
<b>OPERATIVE PROVISIONS:</b>	<b>1</b>
1. <b>DEFINITIONS</b>	<b>1</b>
2. <b>INTERPRETATION</b>	<b>2</b>
3. <b>AGREEMENT UNDER SECTION 173 OF THE ACT</b>	<b>2</b>
4. <b>AGREEMENT RUNS WITH THE LAND</b>	<b>3</b>
5. <b>PLANNING OBJECTIVES</b>	<b>3</b>
6. <b>BINDING COVENANTS</b>	<b>3</b>
7. <b>SUCCESSORS IN TITLE</b>	<b>3</b>
8. <b>COVENANTS OF OWNER</b>	<b>3</b>
9. <b>COSTS</b>	<b>4</b>
10. <b>DEFAULT OF OWNER</b>	<b>4</b>
11. <b>INTEREST AND CHARGE</b>	<b>4</b>
12. <b>NOTICES</b>	<b>5</b>
13. <b>FURTHER ASSURANCE</b>	<b>5</b>
14. <b>OWNER'S ACKNOWLEDGMENT</b>	<b>5</b>
15. <b>NO WAIVER</b>	<b>5</b>
16. <b>SEVERABILITY</b>	<b>6</b>
17. <b>MORATORIUM</b>	<b>6</b>
18. <b>GOVERNING LAW</b>	<b>6</b>
19. <b>ENDING OF AGREEMENT</b>	<b>6</b>
<b>SCHEDULE</b>	<b>8</b>
<b>APPENDIX A - PLAN</b>	<b>10</b>

AW610551W

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

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

**RECITALS:**

- A. The Council is the responsible authority for the administration of the Scheme pursuant to the provisions of the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Land.
- C. The Council issued the Permit.
- D. The Permit allows the use or development referred to in Item 4 of the Schedule.
- E. The Permit is conditional on the Owner entering into an Agreement under Section 173 of the Act with the responsible authority. The Agreement must provide for the matters referred to in Item 5 of the Schedule.
- F. The subject land is encumbered by a Mortgage, details of which are referred to in Item 6 of the Schedule.

**OPERATIVE PROVISIONS:**

**1. DEFINITIONS**

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

- 1.1. **'Act'** means the *Planning and Environment Act 1987*.
- 1.2. **'Approved Purposes'** means:
  - 1.2.1. in the case of a Car Park Lot, use for car parking
  - 1.2.2. in the case of a Storage Lot, use as a storeroom or for storage purposes,  
or such other purposes as approved in writing by the Council from time to time.
- 1.3. **'Car Park Lot'** means the land in Lots C1,C2,C3,C4,C9,C10,C11,C16,C17,C18,  
C19,C21,C23,C24,C25,C26,C31,C32,C43,C44,C45,C46,C47
- 1.4. **'Commencement Date'** means the date on which this Agreement commences and referred to in Item 7 of the Schedule.
- 1.5. **'Council's Representative'** means the person referred to in Item 8 of the Schedule.

- 1.6. **'Land'** means the land described in Item 2 of the Schedule.
- 1.7. **'Lot'** means a lot on the Plan.
- 1.8. **'Owner'** means the person or persons entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the Land or any part of it. Where an Owner owns only part of the Land its covenants only apply to the Land that it owns
- 1.9. **'Permit'** means the Planning Permit referred to in Item 3 of the Schedule.
- 1.10. **'Plan'** means the plan attached in Appendix A.
- 1.11. **'Planning Approval'** shall mean and include any planning permit issued in accordance with the Act.
- 1.12. **'Prime Lot'** means a Lot on the Plan other than a Car Park Lot or Storage Lot
- 1.13. **'Scheme'** means the Melbourne Planning Scheme.
- 1.14. **'Storage Lot'** means the land in Lots ST1,ST2,ST3,ST4,ST5,ST6,ST7,ST10,ST11,ST12
- 1.15. **'Termination Date'** means the date or specified event referred to in Item 9 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act.

## 2. INTERPRETATION

- 2.1. Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to each other gender.
- 2.3. A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4. If the Owner is more than one person this Agreement binds them jointly and each of them severally.
- 2.5. A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it, and a regulation or statutory instrument issued under it.
- 2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 2.7. The Recitals to this Agreement are and will be deemed to form part of this Agreement.
- 2.8. Any reference in this Agreement to the Council includes its agents, officers, employees, servants, workers and contractors.

## 3. AGREEMENT UNDER SECTION 173 OF THE ACT

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

AW610551W

**4. AGREEMENT RUNS WITH THE LAND**

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

**5. PLANNING OBJECTIVES**

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

**6. BINDING COVENANTS**

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

**7. SUCCESSORS IN TITLE**

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

- 7.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement
- 7.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

**8. COVENANTS OF OWNER**

The Owner covenants and agrees that:

- 8.1. it will not sell or otherwise transfer its interest in any Car Park Lot or Storage Lot other than to an Owner of a Prime Lot. (It is acknowledged that the sale by the Owner of a Car Park Lot or Storage Lot to a party to whom the Owner is simultaneously selling a Prime Lot will not breach this clause)
- 8.2. a Car Park Lot may only be used for the Approved Purposes, and only by the Owner, or by occupiers of, or bona fide visitors to, a Prime Lot
- 8.3. a Storage Lot may only be used for the Approved Purposes, and only by the Owner, or by occupiers of, or bona fide visitors to, a Prime Lot
- 8.4. it shall not be an owner of any Car Park Lot or Storage Lot unless it is concurrently the owner of a Prime Lot
- 8.5. there are no mortgages, liens charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land not disclosed by the usual searches or notified to the Council

AW610551W

- 8.6. no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958*
- 8.7. it will do all things necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings
- 8.8. it consents to the Council making application to the Registrar of the Land Titles Office to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section
- 8.9. it will indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the matters referred to in this Agreement or any breach of this Agreement.

**9. COSTS**

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

- 9.1. the negotiation, preparation, execution registration and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advice and assistance) charges and expenses for which the Council may pay, incur or expend, in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied and on the Owner's part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained
- 9.2. administration and supervision costs of the Council properly and reasonably incurred in relation to this Agreement except for administration and supervision which the Council is obliged to undertake pursuant to its statutory duties
- 9.3. any request by the Owner for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied immediately the Council shall have expended or incurred the same.

**10. DEFAULT OF OWNER**

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

**11. INTEREST AND CHARGE**

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

AW610551W

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

**12. NOTICES**

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

12.1. by delivering it personally to that party

12.2. by sending it by email to that party

12.3. by sending it by prepaid post

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

and notice or other communication is deemed served:

12.5. if delivered, on the next following business day

12.6. if sent by email to the email address in the Schedule, when the email (including any attachment) becomes capable of being retrieved by the recipient party

12.7. if sent by email to another email address of the recipient party, when the email comes to the attention of the recipient party or a person acting on its behalf

12.8. if posted by express post, on the expiration of two business days after the date of posting

12.9. if posted other than by express post, on the expiration of seven days after the date of posting

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

**13. FURTHER ASSURANCE**

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

**14. OWNER'S ACKNOWLEDGMENT**

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

**15. NO WAIVER**

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Council against the



# AW610551W

Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

**16. SEVERABILITY**

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

**17. MORATORIUM**

To the fullest extent to which it may from time to time be lawful so to do the provisions of all statutes (including moratorium statutes) whether now existing or hereafter to come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of any party the obligation of that party or stay, postpone or otherwise prevent or prejudicially affect the exercise by a party of all or any of the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negated and excluded from this Agreement.

**18. GOVERNING LAW**

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

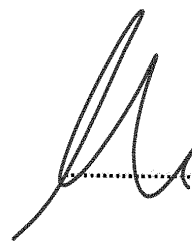
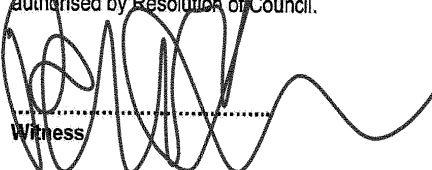
**19. ENDING OF AGREEMENT**

19.1. This Agreement shall cease to operate on the Termination Date.

19.2. As soon as reasonably practicable after the Agreement has ended the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183 (1) of the Act to cancel the recording of this Agreement on the Register.

**EXECUTED as a DEED**


SIGNED SEALED AND DELIVERED by )  
MARIA TOMASETIG PRINCIPAL )  
SUBDIVISION OFFICER AND )  
PRINCIPAL LAND SURVEYOR )  
pursuant to an Instrument of Delegation  
authorised by Resolution of Council.

  
.....  
.....  
Witness

AW610551W

EXECUTED by UAG WEST )  
MELBOURNE PTY LTD in accordance )  
with section 127(1) of the Corporations )  
Act 2001 (Cth) in the presence of: )

Director  .....

Director/Secretary  .....

Full Name Bee Foon Chow.....


Full Name BEE FOON CHOW

Usual Address 881A High Street Armadale VIC 3143.....

Usual Address 881A HIGH STREET  
ARMADALE VIC 3143

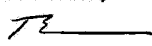
Commonwealth Bank of Australia as Mortgagee under Instrument of Mortgage No.AT847902W dated 9/12/2020 which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

*Signed for and on behalf of Commonwealth Bank of Australia by its attorney under power of attorney dated 9 July 2008 a certified copy of which is filed in permanent order Book 277 Page 027 Item 29*

  
*Rocky Ching*  
*Relationship Executive*

Perpetual Corporate Trust Ltd as Mortgagee under Instrument of Mortgage No.AT847903U dated 9/12/2020 which encumbers the Land consents to the Owner entering into this agreement and agrees to be bound by the terms and conditions of this Agreement.

Perpetual Corporate Trust Limited ACN 000 341 533 by its Attorney under Power of Attorney dated 18 September 2014 a certified copy of which is filed in the Permanent Order Book No. 277 Page 034 Item 3 Who states that he/she has received no notice of revocation of the Power of Attorney.

Attorney Name:   
Position: Trent Franklin  
Senior Client Manager

Witness   
Sebastian Nguyen  
Client Service Officer

AW610551W

**SCHEDULE**

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	UAG West Melbourne Pty Ltd (ACN 615784006) of 881A High Street, Armadale VIC 3143
2.	Land description by address and Certificate of Title details	The Car Park Lots and Storage Lots on the Plan being part of the land contained in certificate of title Volume 11427 Folio 239 known as 45-55 Dudley Street, West Melbourne
3.	Permit Number and date issued	TP-2022-50 dated 14/02/2023
4.	What the Permit allows	Subdivision in accordance with the endorsed plan PS831067G
5.	What the condition requiring the Agreement provides for	The certified plan must show the car park lots and the storage lots to be part lots together with other appropriate "prime" lots in the plan; <i>or</i> a legally binding agreement under Section 173 of the Planning and Environment Act 1987 shall be entered into between the land owner and the Responsible Authority and registered at Land Victoria prior to the issue of the statement of compliance for the plan, to ensure that the relevant car park lots and storage lots can only be used for the Approved Purposes and owned and used together with a "prime" lot or lots on the plan.
6.	Mortgage details including name and address of Mortgagee, date mortgage registered and registered number	Commonwealth Bank of Australia AT847902W registered 9/12/2020 and Perpetual Corporate Trust Ltd AT847903U registered 9/12/2020
7.	Commencement date	The date of execution of this Agreement.
8.	Council's Representative is:	Maria Tomasetig, Principal Subdivision Officer and Principal Land Surveyor
9.	Termination date or specified event	The Land permanently ceasing to be used or capable of being used for car park or storage purposes (as the case may be) or otherwise by agreement of the parties
10.	Address, phone, facsimile and email of Council	Melbourne City Council Town Hall, Swanston Street Melbourne VIC 3000 Ph: 9658 9658 Facsimile: 9654 4854 Email: <a href="mailto:planning@melbourne.vic.gov.au">planning@melbourne.vic.gov.au</a>

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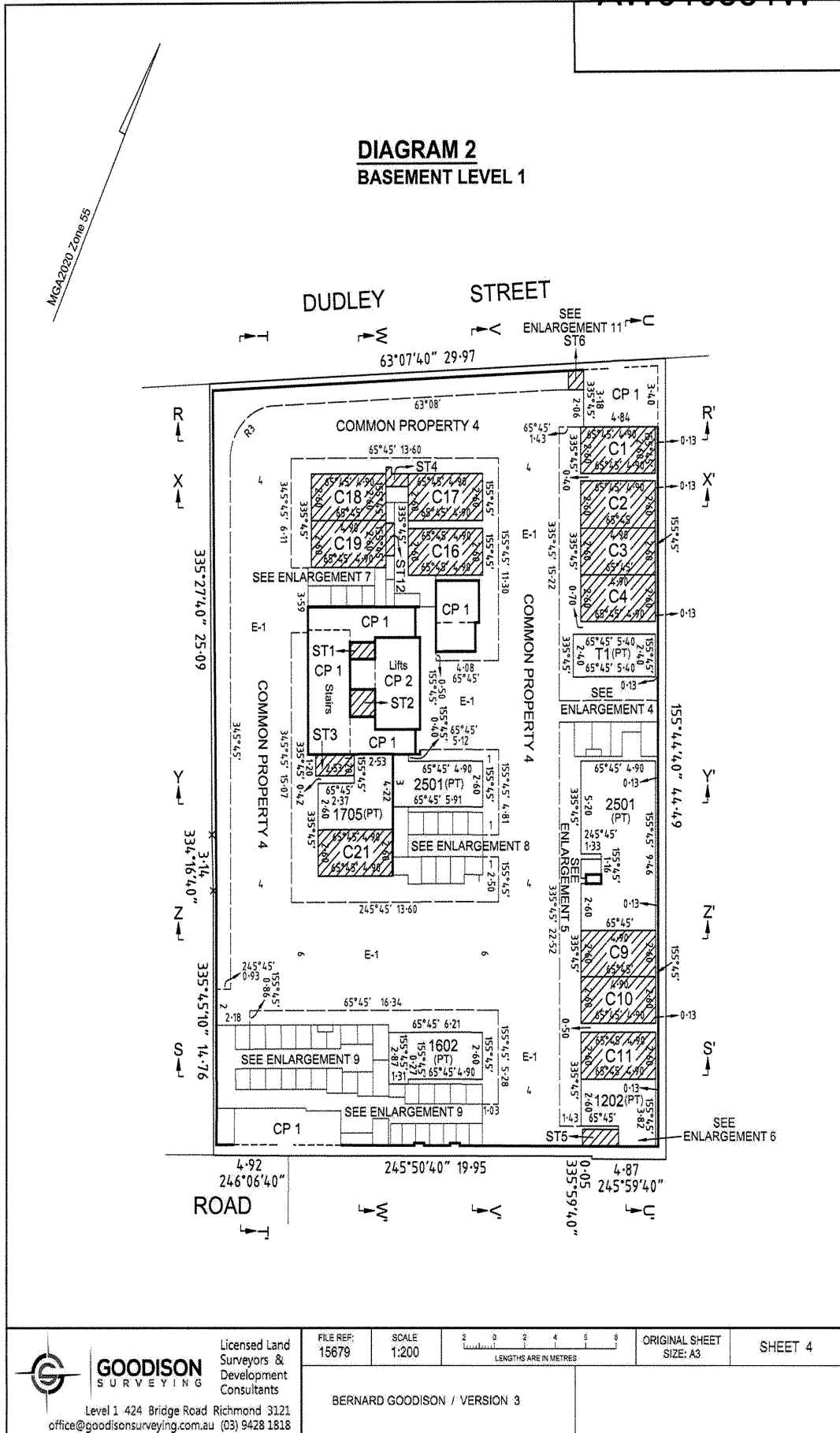
12.	Address, phone, facsimile and email of Owner	UAG West Melbourne Pty Ltd 881A High Street Armadale 9818 8818 Nicole@uaggroup.com.au
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**APPENDIX A - PLAN**



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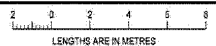
**GOODISON**  
SURVEYING

Licensed Land  
Surveyors &  
Development  
Consultants

Level 1 424 Bridge Road Richmond 3121  
office@goodisonsurveying.com.au (03) 9428 1818

FILE REF:  
15679

SCALE:  
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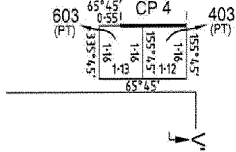
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SHEET 4

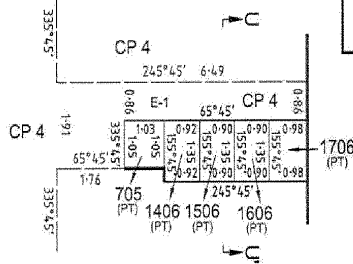
BERNARD GOODISON / VERSION 3

*Handwritten signature and date: 20/3/22*

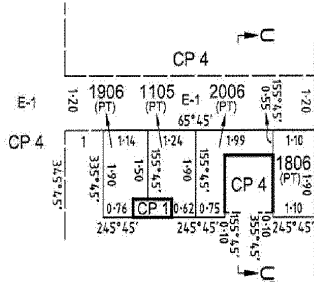
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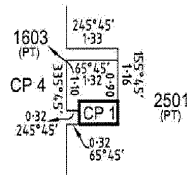
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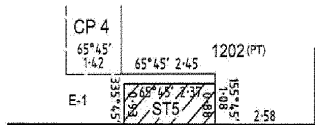
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BASEMENT LEVEL 2  
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**ENLARGEMENT 4**  
BASEMENT LEVEL 1  
SCALE 1:100

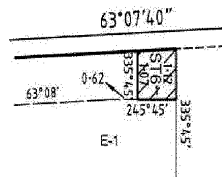


**ENLARGEMENT 5**  
BASEMENT LEVEL 1  
SCALE 1:100




**ENLARGEMENT 6**  
BASEMENT LEVEL 1  
SCALE 1:100

DUDLEY STREET



**ENLARGEMENT 11**  
BASEMENT LEVEL 1  
SCALE 1:100

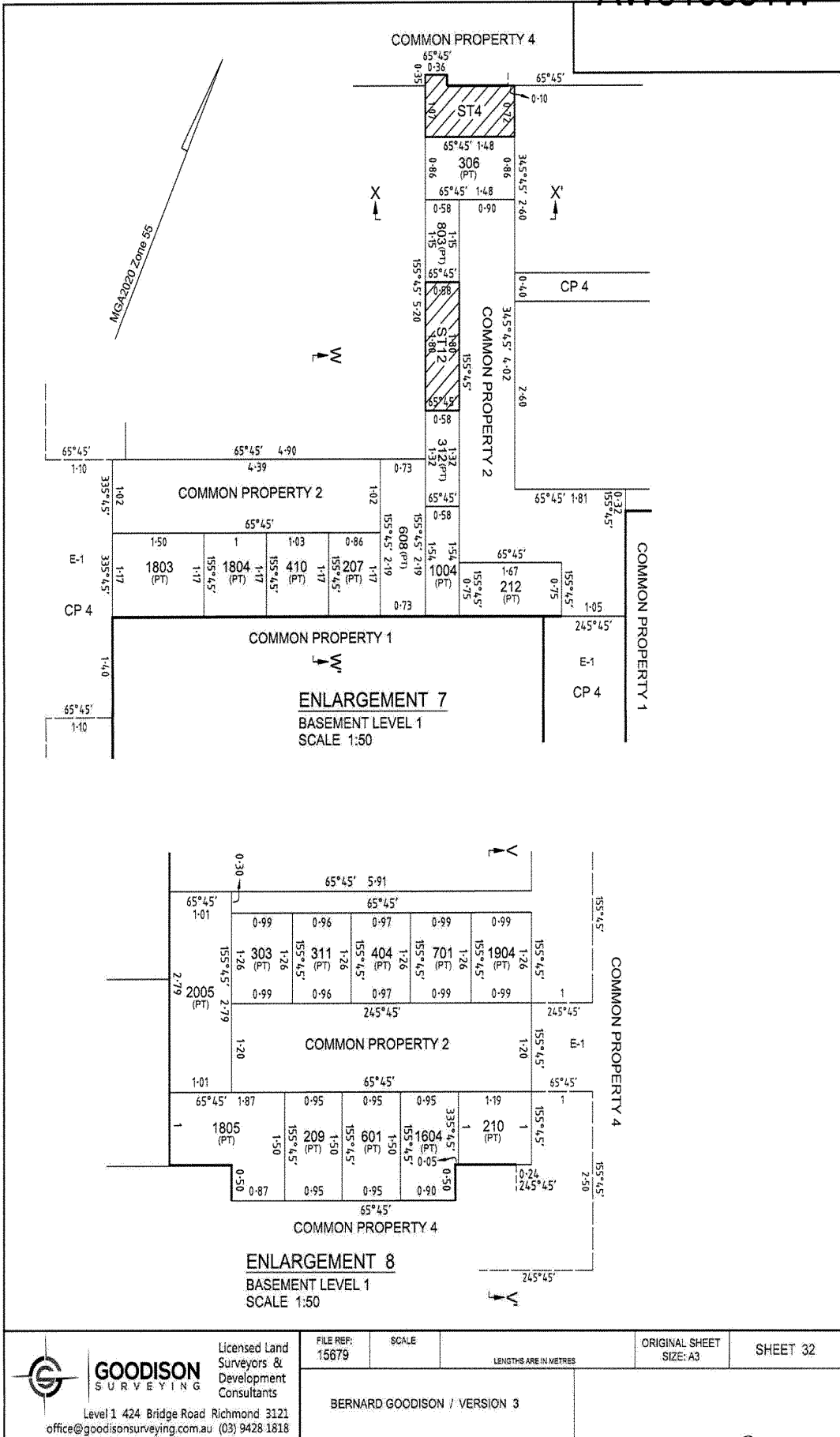
MGA2020 Zone 65


 <p><b>GOODISON</b> SURVEYING</p> <p>Licensed Land Surveyors &amp; Development Consultants</p> <p>Level 1 424 Bridge Road Richmond 3121 office@goodisonsurveying.com.au (03) 9428 1818</p>	FILE REF: 15679	SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 31
	BERNARD GOODISON / VERSION 3				

*B*  
20/2/22



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 <b>GOODISON</b> SURVEYING Licensed Land Surveyors & Development Consultants Level 1 424 Bridge Road Richmond 3121 office@goodisonsurveying.com.au (03) 9428 1818	FILE REF: 15879	SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 32
	BERNARD GOODISON / VERSION 3				

*[Handwritten Signature]*  
20/4/23



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 March 2024 11:30 AM

## PROPERTY DETAILS

Address: **101/45 DUDLEY STREET WEST MELBOURNE 3003**  
 Lot and Plan Number: **Lot 201 PS831067**  
 Standard Parcel Identifier (SPI): **201\PS831067**  
 Local Government Area (Council): **MELBOURNE**  
 Council Property Number: **726200**  
 Planning Scheme: **Melbourne**  
 Directory Reference: **Melway 2E J1**

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

[Planning Scheme - Melbourne](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Greater Western Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **CITIPOWER**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **MELBOURNE**

## OTHER

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

[View location in VicPlan](#)

## Planning Zones

[SPECIAL USE ZONE \(SUZ\)](#)  
[SPECIAL USE ZONE - SCHEDULE 6 \(SUZ6\)](#)

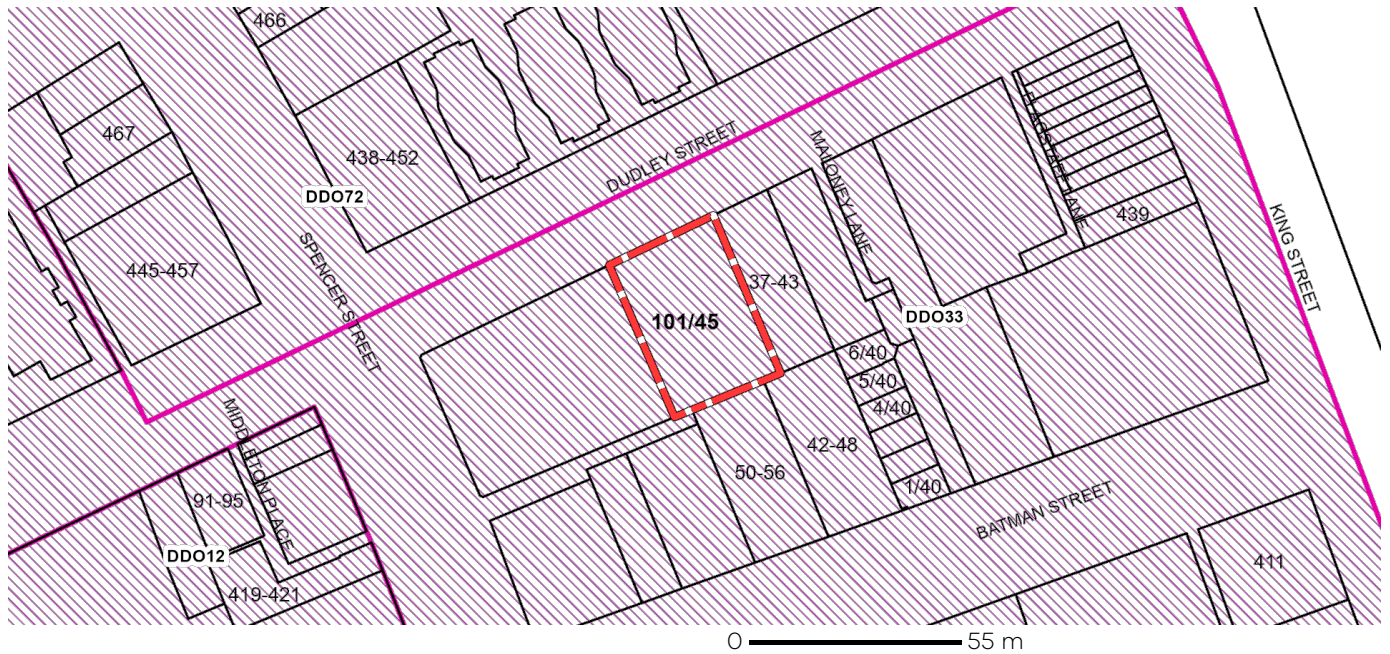


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

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

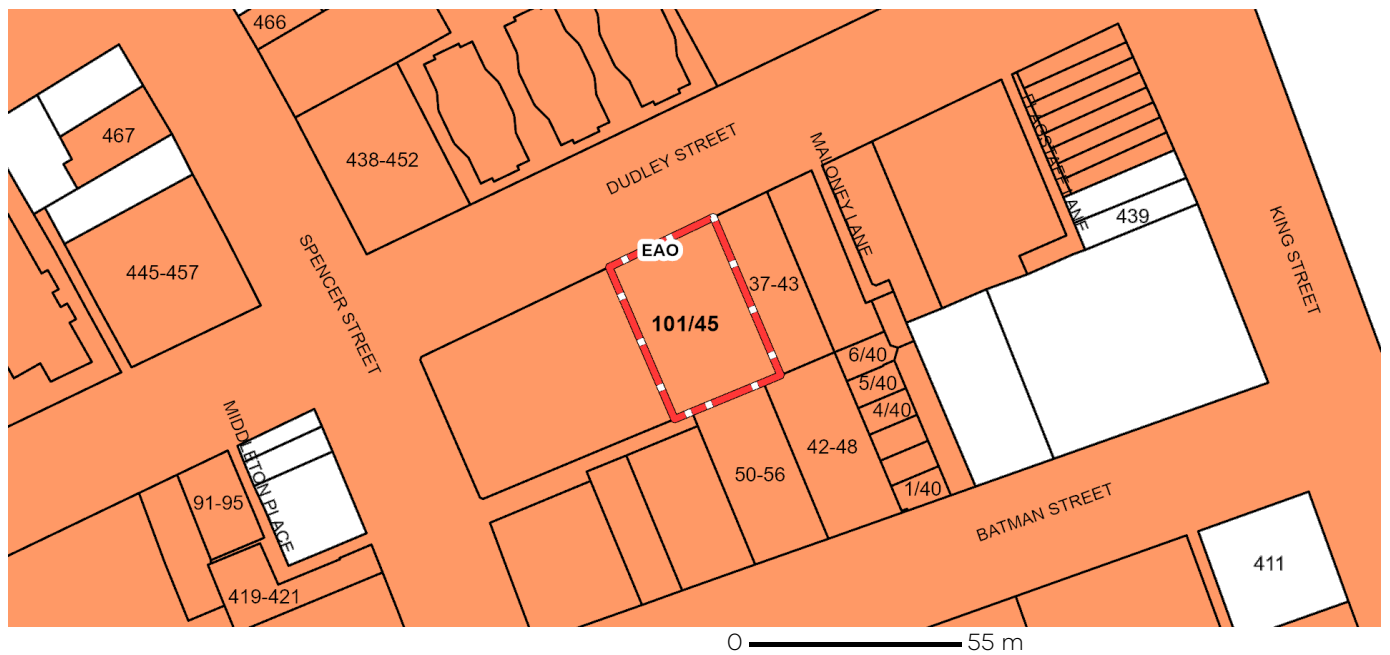
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 33 \(DDO33\)](#)



 **DDO - Design and Development Overlay**

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

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)



 **EAO - Environmental Audit Overlay**

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

## Planning Overlays

### PARKING OVERLAY (PO)

#### PARKING OVERLAY - PRECINCT 14 SCHEDULE (PO14)



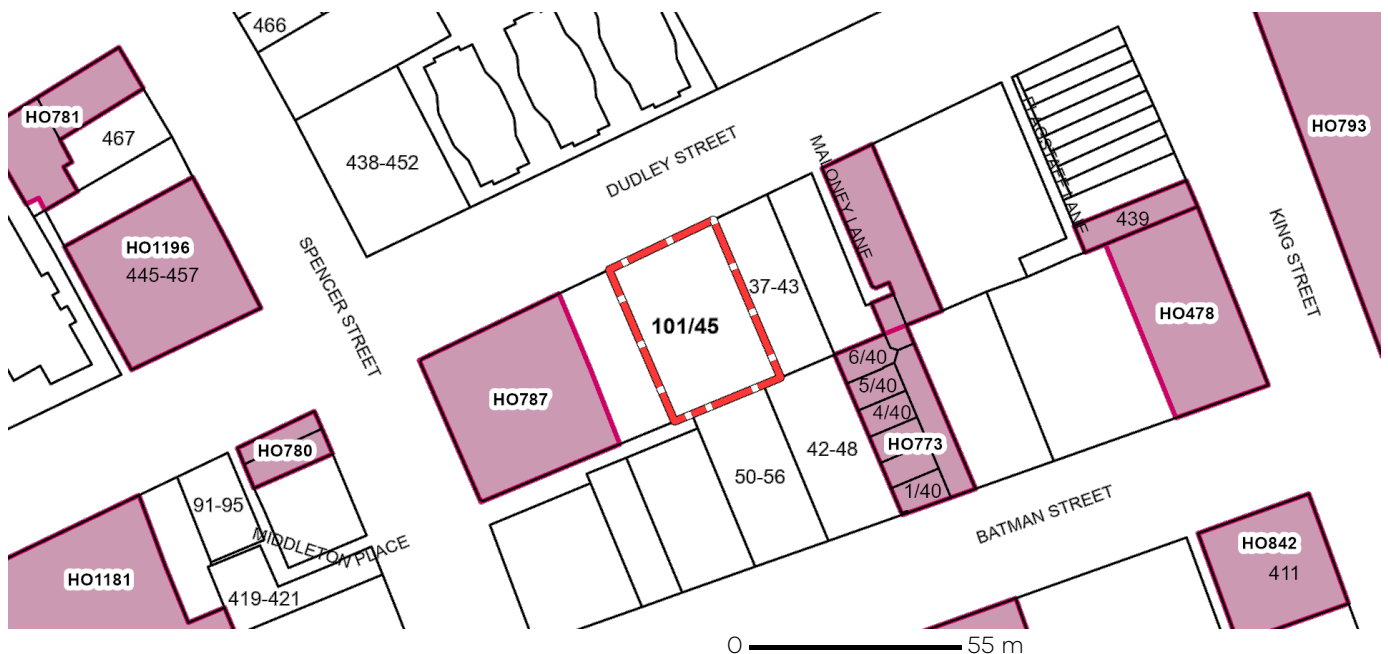
 **PO - Parking Overlay**

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 Overlay**

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

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

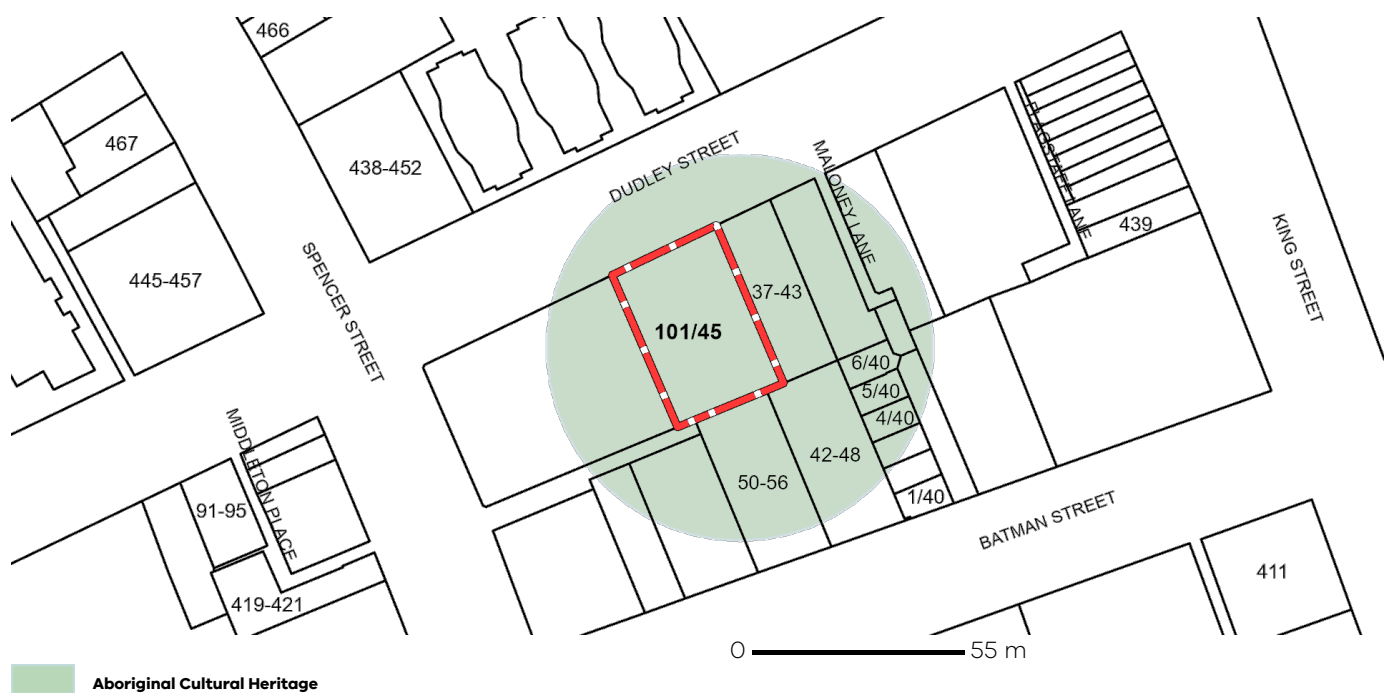
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 7 December 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

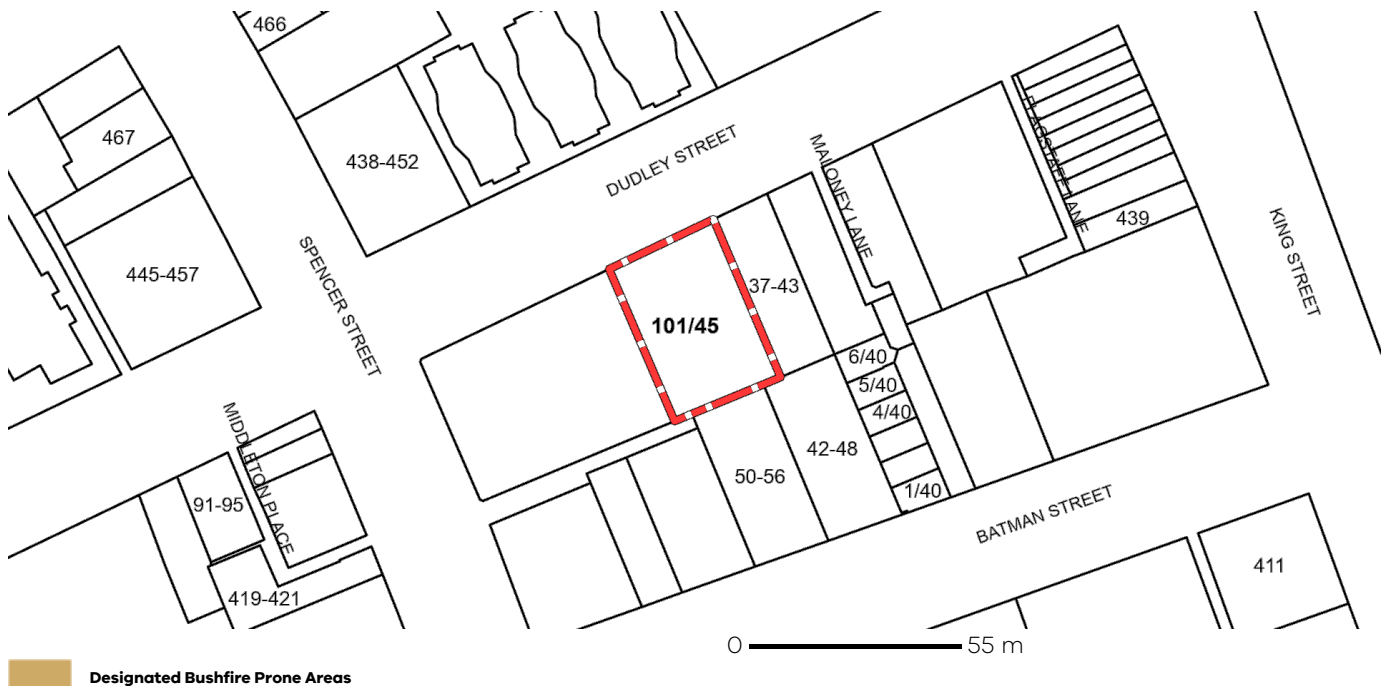
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))



# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

913821

## APPLICANT'S NAME & ADDRESS

ALIGN LAW GROUP C/- INFOTRACK (ACTIONSTEP) C/-  
LANDATA

MELBOURNE

## VENDOR

UAG WEST MELBOURNE PTY LTD

## PURCHASER

NOT APPLICABLE

## REFERENCE

396529

This certificate is issued for:

PLAN PC374125 ALSO KNOWN AS 45 - 55 DUDLEY STREET WEST MELBOURNE  
MELBOURNE CITY

The land is covered by the:

MELBOURNE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a SPECIAL USE ZONE 6
- is within a ENVIRONMENTAL AUDIT OVERLAY
- and a PARKING OVERLAY - PRECINCT 14
- and a DESIGN AND DEVELOPMENT OVERLAY SCHEDULE 33
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A Proposed Amending Planning Scheme C376melb has been placed on public exhibition which shows this property :

- is within a DESIGN AND DEVELOPMENT OVERLAY - C376melb

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/melbourne>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

10 March 2023

**Sonya Kilkenny**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1254 8294 1102

DATE OF ISSUE - 13/03/2024

APPLICATION NO.

1189626

LANDATA COUNTER SERVICES

YOUR REF.  
72146252-033-1

SOURCE NO. 99904685210

**PROPERTY:** UN 101/45 DUDLEY STREET WEST MELBOURNE VIC 3003

## Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of four hundred and forty one dollars is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2023 - 30/06/2024	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	118.16	Quarterly	31/03/2024	59.08	59.08
PARKS SERVICE CHARGES	84.86	Annually	30/06/2024	84.86	84.86
WATER NETWORK CHARGE RESIDENTIAL	206.40	Quarterly	31/03/2024	154.80	51.60
SEWERAGE NETWORK CHARGE RESIDENTIAL	269.56	Quarterly	31/03/2024	202.17	67.39
<b>TOTAL</b>	<b>678.98</b>			<b>500.91</b>	<b>262.93</b>

Service charges owing to 30/06/2023	0.00
Service charges owing for this financial year	262.93
Volumetric charges owing to 9/02/2024.	0.00
Adjustments	0.00
<b>Current amount outstanding</b>	<b>262.93</b>
Plus remainder service charges to be billed	178.07
<b>BALANCE including unbilled service charges</b>	<b>441.00</b>

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1254 8294 1102



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1254 8294 1102

DATE OF ISSUE - 13/03/2024

APPLICATION NO.

1189626

Please note the water meter on this property was last read on 9/02/2024.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 9/02/2024 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage            \$0.00 per day

If a final meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 9/02/2024 to the final meter read date will be forwarded to the vendor of the property.

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

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

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



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1254 8294 1102

DATE OF ISSUE - 13/03/2024

APPLICATION NO.

1189626

## Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "R. Charrett", with a horizontal line underneath.

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

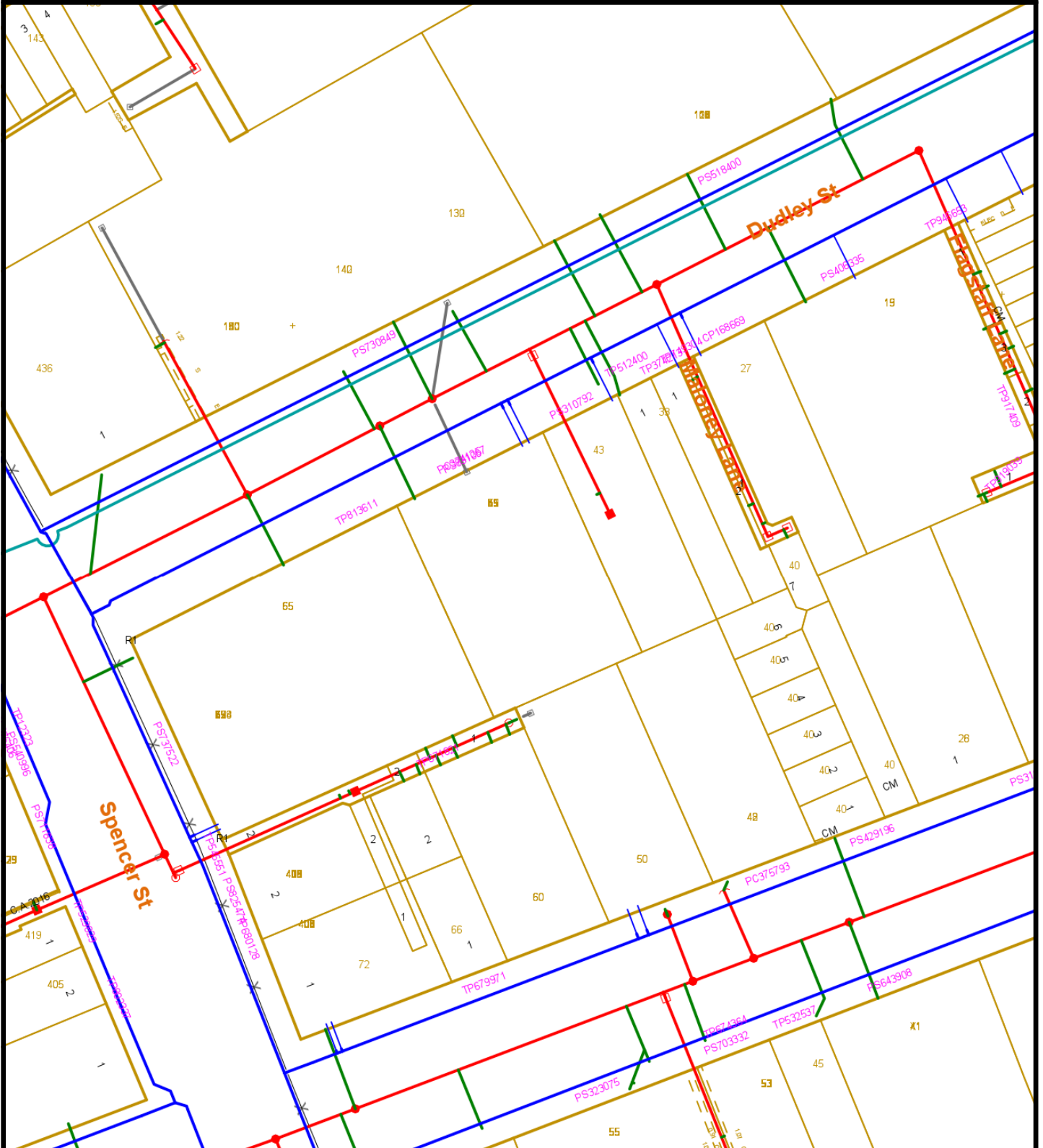


**Greater  
Western  
Water**

# Encumbrance Plan

**45 DUDLEY STREET WEST MELBOURNE 3003**

**Application No. 1189626**



## LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main	
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main	
	Sewer Main		MW Abandoned Channel		MW Water Main	
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main	
	Water Main		MW Underground Drain		MW Manhole	
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole	

Date: 13/03/2024

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

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

CERTIFICATE NO: 204988  
DATE OF ISSUE: 14-Mar-2024  
YEAR ENDING: 30-Jun-2024

- 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 101, Level 1, 45 Dudley Street, WEST MELBOURNE VIC 3003**

**Legal Description: Lot 201 PS831067G CT-12463/152**

**Valuation Date: 01-Jul-2023**

**Assessment No: 272682 6**

**Net Annual Value: 21,750 Capital Improved Value: 435,000 Site Value: 80,000**

**Owner recorded by Council: UAG West Melbourne Pty Ltd**

**RATES AND CHARGES**  
**for the period 01/07/2023 to 30/06/2024**

	<b>Balance Owing</b>
General Rates	\$ 823.28
Fire Services Levy	\$ 145.01
Waste Services	\$ 0.00
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ -968.29

**TOTAL DUE \$ 0.00**

**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)




Biller code: 79616  
Ref: 102726826

**Landata  
DX250639 MELBOURNE**

**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 270 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 72146252-025-6:212523

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

## Land Tax



INFOTRACK / ALIGN LAW GROUP

**Your Reference:** 10719: DEVELOPMENT: FLAG

**Certificate No:** 72877530

**Issue Date:** 13 MAR 2024

**Enquiries:** ESYSPROD

**Land Address:** UNIT 101, LOWER GROUND FLOOR 1, 45 DUDLEY STREET WEST MELBOURNE VIC 3003

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49806746	201	831067	12463	152	\$0.00

**Vendor:** UAG WEST MELBOURNE PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
UAG WEST MELBOURNE TRUST	2024	\$80,000	\$1,419.98	\$0.00	\$0.00

**Comments:** Land Tax of \$1,419.98 has been assessed for 2024, an amount of \$1,419.98 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**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 IMPROVED VALUE: \$435,000

SITE VALUE: \$80,000

**CURRENT LAND TAX CHARGE: \$0.00**



# Notes to Certificate - Land Tax

Certificate No: 72877530

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$80,000

Calculated as \$500 plus ( \$80,000 - \$50,000) multiplied by 0.000 cents.

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## Land Tax - Payment Options

**BPAY**




Billers Code: 5249  
Ref: 72877530

**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: 72877530

**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)

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / ALIGN LAW GROUP

**Your** 10719: DEVELOPMENT:

**Reference:** FLAGSTAFF

**Certificate No:** 72877530

**Issue Date:** 13 MAR 2024

**Land Address:** UNIT 101, LOWER GROUND FLOOR 1, 45 DUDLEY STREET WEST MELBOURNE VIC 3003

Lot	Plan	Volume	Folio
201	831067	12463	152

**Vendor:** UAG WEST MELBOURNE PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 72877530

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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



## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 72877533</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 72877533</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Align Law Group C/- InfoTrack (ActionStep)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 396529

NO PROPOSALS. As at the 17th March 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

45-55 DUDLEY STREET, WEST MELBOURNE 3003  
CITY OF MELBOURNE

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

Date of issue: 17th March 2023

Telephone enquiries regarding content of certificate: 13 11 71

# Property Information

*Building Act 1993, Building Regulations 2018, Regulation 51.*



**CITY OF MELBOURNE**

GPO Box 1603

Melbourne VIC 3001

Telephone (03) 9658 9658

DX210487

ABN 55 370 219 287

15 March 2023

Landata  
PO Box 500  
EAST MELBOURNE VIC 3002

## **45-55 Dudley Street, WEST MELBOURNE VIC 3003**

Thank you for your building property application received 10 Mar 2023. Please find below the relevant information relating to your property enquiry.

### **Building Permits issued within the last 10 years**

**File Number:** BP-2012-1226

Description of Work: Remove the New Verandah Constructed on the Upper Story Balcony - Unit 46

Permits/Certificates Issued:

Building Permit - 33771/2012/00298/0	08-Aug-2012
Occupancy Permit - 33771/2012/00298/0	21-Sep-2012
Occupancy Permit - 33771/201200298/0	21-Sep-2012

**File Number:** BP-2013-380

Description of Work: Verandah to Second Floor Walkway

Permits/Certificates Issued:

Building Permit - 1354/55082/0	19-Mar-2013
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**File Number:** BP-2020-1581

Description of Work: Demolition of a Three Storey Commercial Building

Permits/Certificates Issued:

Building Permit - 1021382605565	30-Nov-2020
Certificate of Final Inspection - 1021382605565	18-Jan-2022

**File Number:** BP-2021-211

Description of Work: Construction of Mixed-Use Development

Permits/Certificates Issued:

Building Permit - 58176/6915421647410/1	02-Mar-2021
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**File Number:** BP-2021-211/1

Description of Work: Stage 2: Superstructure and Services, Excluding Fire Services)

Permits/Certificates Issued:

Building Permit - 3265044917135	20-Aug-2021
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**File Number:** BP-2021-211/2

Description of Work: Stage 3: Facade - (Construction of a New Mixed-Used Development).

Permits/Certificates Issued:

Building Permit - 6896284030250 22-Feb-2022

**File Number:** BP-2021-211/3

Description of Work: Stage 4: Architectural

Permits/Certificates Issued:

Building Permit - 6547841678682/4 04-Jul-2022

**Outstanding Building Notices or Orders**

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

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

**Building Team** – Planning and Building Branch

Telephone (03) 9658 9658

Email [building@melbourne.vic.gov.au](mailto:building@melbourne.vic.gov.au)

Web [www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)

Your Ref 68184570-018-0

Our Ref 191687

**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.**

# Property Information

*Building Act 1993, Building Regulations 2018, Regulation 51.*

15 March 2023

Landata  
PO Box 500  
EAST MELBOURNE VIC 3002



**CITY OF MELBOURNE**

GPO Box 1603

Melbourne VIC 3001

Telephone (03) 9658 9658

DX210487

ABN 55 370 219 287

Dear Sir/Madam

## **45-55 Dudley Street, WEST MELBOURNE VIC 3003**

Thank you for your building property application received 10 Mar 2023, I wish to advise that the above mentioned property is in an area which:

- Regulation 155, there are currently no designated bushfire prone areas within the City of Melbourne.
- Is not an area determined under Regulation 152 to be likely to be subject to significant snow falls.
- Is not designated under Regulation 150 as an area in which buildings are likely to be subject to infestation by termites.
- According to the information available in this office, the above property is not in an area liable to flooding, as determined under Regulation 153 of the *Building Regulations 2018*.
- According to the information available in this office, the above property is not designated land or designated works, as determined under Regulation 154 of the *Building Regulations 2018*.

As of 19 July 2021, Council has adopted new inundation overlays, resulting new flood levels. The relevant Floodplain Management Authorities are the City of Melbourne and Melbourne Water.

If your property has been designated as liable to flooding pursuant to Regulation 153, or designated land / designated works pursuant to Regulation 154, the Report and Consent of Council will need to be obtained before a building permit can be issued.

For further information about specific flood levels, please contact the Floodplain Management Authority listed above.

Please note, Melbourne Water have notified this office that there have been a number of changes to the flood levels around the City of Melbourne, which has instigated the preparation of new flood level plans and minimum floor levels.

Please contact Melbourne Water, Land Development Planning, PO Box 4342, Melbourne VIC 3001 or 131 722 for flood levels and minimum floor levels or contact us directly if you have any queries or require further information regarding this.

**Building Team** – Planning and Building Branch

Telephone (03) 9658 9658  
Email [building@melbourne.vic.gov.au](mailto:building@melbourne.vic.gov.au)  
Web [www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)

Your Ref 68184570-019-7  
Our Ref 191686

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**  
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For further information please contact Council's Building Control team on (03) 9658 9658.
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 (03) 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.**



# Extract of EPA Priority Site Register

Page 1 of 2



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 45-55 DUDLEY STREET

SUBURB: WEST MELBOURNE

MUNICIPALITY: MELBOURNE

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 2E Reference J1  
Melways 40th Edition, Street Directory, Map 43 Reference E7

DATE OF SEARCH: 10th March 2023

## PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

## IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

[Extract of Priority Sites Register] # 68184570 - 68184570121953  
'396529'



## Extract of EPA Priority Site Register

\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria  
200 Victoria Street  
Carlton VIC 3053  
1300 EPA VIC (1300 372 842)

# OCCUPANCY PERMIT PARTIAL

**Project:** Construction of a New Mixed-Use Development

**This occupancy permit must be displayed in the following approved location:** At the main entry within the fire control room

## Property Details

<b>Address:</b>	45-55 Dudley Street, WEST MELBOURNE VIC 3003						
<b>Lot/s:</b>	189	<b>LP/PS:</b>		<b>Volume:</b>	11427	<b>Folio:</b>	239
<b>Crown Allotment:</b>	15(Part), 16, 17(Part)	<b>Section:</b>	47	<b>Parish:</b>	Melbourne South	<b>County:</b>	Bourke
<b>Municipal District:</b>	Melbourne City Council						

## Building Permit Details

Building permit number: CBSU58176/6915421647410/1, CBSU58176/3265044917135/2, CBSU58176/6896284030250/3 & CBSU58176/6547841678682/4  
Version of BCA applicable to building permit: 2016.1

## Building Details

Building to which permit applies	Permitted Use	BCA Class of Building	Maximum permissible floor live load	Maximum number of people to be accommodated
Basement 2	Car parking	7a	2.5KPa	Nominal 200
Basement 1	Car parking	7a	2.5KPa	Nominal 200
Ground Level (also known as level 1)	Residential lobby	2	1.5KPa	Nominal 200
Ground Level (also known as level 1)	Loading Bay/BOH & car parking entrance	7a	15KPa	Nominal 200 persons
*Ground Level	Retail	6	4.0KPa	149 persons
Level 1 Apt 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112 & 113	Residential apartments	2	1.5KPa	2 person per bedroom (13 bedrooms) total of 26 persons
Level 2 Apt 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212 & 213	Residential apartments	2	1.5KPa	2 person per bedroom (13 bedrooms) total of 26 persons
Level 3 Apt 301, 302, 303, 304, 305, 306, 307, 308, 309, 310 & 311	Residential apartments	2	1.5KPa	2 person per bedroom (12 bedrooms) total of 24 persons
Level 4 Apt 401, 402, 403, 404, 405, 406, 407, 408, 409, 410 & 411	Residential apartments	2	1.5KPa	2 person per bedroom (12 bedrooms) total of 24 persons

Level 5 Apt 501, 502, 503, 504, 505, 506, 507, 508, 509, 510 & 511	Residential apartments	2	1.5KPa	2 person per bedroom (12 bedrooms) total of 24 persons
Level 6 Apt 601, 602, 603, 604, 605, 606	Residential apartments	2	1.5KPa	2 person per bedroom (10 bedrooms) total of 20 persons
Level 6 Residents lounge	Communal Terrace	2	4.0KPa	Nominal 200 persons
Level 7 Apt 701, 702, 703, 704, 705, 706 & 707	Residential apartments	2	1.5KPa	2 person per bedroom (9 bedrooms) total of 18 persons
Level 8 to 16 Apt 801-1601, 802-1602, 803-1603, 804-1604, 805-1605, 806-1606 & 807-1607	Residential apartments	2	1.5KPa	2 person per bedroom (10 bedrooms) total of 20 persons per level. Total 180 persons.
Level 17 to 19 Apt 1701-1901, 1702-1902, 1703-1903, 1704-1904, 1705-1905, 1706-1906 & 1707-1907	Residential apartments	2	1.5KPa	2 person per bedroom (11 bedrooms) total of 22 persons per level. Total 88 persons.
*Level 20 Apt 2001, 2002, 2003, 2004, 2005, 2006 & 2007	Residential apartments	2	1.5KPa	2 person per bedroom (11 bedrooms) total of 22 persons
*Level 21 Apt 2101 & 2102	Residential apartments	2	1.5KPa	2 person per bedroom (3 bedrooms) total of 6
Level 21	gymnasium	9b	5KPa	Nominal 200 persons
*Level 22 Apt 2201, 2202, 2203 & 2204	Residential apartments	2	1.5KPa	2 person per bedroom (7 bedrooms) total of 14
*Levels 23 to 24 Apt 2301 & 2401	Residential apartments		1.5KPa	2 person per bedroom (4 bedrooms) total of 8
Roof	Ancillary plant services	2	3.0KPa	-

Note: This refers to exclusions listed on our Occupancy Permit. The retail shell and all apartments from levels 21 to 25 are excluded from this Occupancy Permit

**Storeys Contained:** 27  
**Rise in Storeys (for Class 2-9 Buildings):** 25  
**Effective Height:** 76.97m  
**Type of Construction:** A

## Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
JV3, JP1	Energy Efficiency Verification Method – Section JV3 – Verification using a reference building
C1.1 inter alia Specification C1.1, clause 2.7	To permit a non-fire rated slab to curtain wall interface. Note fire resistant construction to extend to the edge of the façade system.
C2.14, CP2, CP8	To permit openings located within 3m of a fire source feature and not be protected in accordance with BCA Clause C3.4
C1.9, CP2	To permit the following variation to the requirements for non-combustible walls: <ul style="list-style-type: none"> <li>- Combustible elements within internal fire resistant walls, provided they comply with concessions permitted under BCA Clause C1.14 for external walls.</li> <li>- Sarking within external walls, must comply with BCA 2019 dts requirements i.e. flammability index of not more than 5.</li> <li>- Timber noggins within internal light gauge steel-framed resistant walls to support fixtures and fittings – Note these openings must be installed to comply with either the CSR plasterboard or Knauf fire resistant plasterboard technical literature specified to not impair the FRL of the wall (systems to be adopted consistent with the manufacturer of the fire resistant plasterboard sheeting used on the project).</li> </ul>
C3.9, CP2, CP8, DP5, EP2.2	To permit the installation of the test drain pipe serving the fire services to penetrate the fire isolated stairs.
C2.14, EP2.2	To permit the maximum length of public corridors without segregation by smoke doors to exceed 40m on levels 2 and 3 (up to 42m).
C1.1 inter alia Specification C1.1, CP1, CP2	Variations to fire resistant construction requirements: <ul style="list-style-type: none"> <li>- To permit a rationalisation of the FRLs to the car park, retail and ancillary storage areas on ground level to a maximum of 90 minutes.</li> <li>- To permit a localized reduction in floor slab thickness in wet areas, shower base (175mm minimum thickness excluding screed and tiling thickness).</li> </ul>
D3.1, inter alia AS1428.1, DP1, DP2	Non-compliant dead-end circulation space on level 02-22 as per clause 6.5.3 of AS1428.1-2009.
D3.1, inter alia AS1428.1, DP1, DP2	Non-complaint door circulation including latch side clearance and reduced circulation space within smoke lobby throughout the building as per clause 6.5.3 and 13.3.2 of AS1428.1-2009.
D3.2, AS1428.1-2009, DP1, DP2	Non-compliant gradient at the lobby entrance to 45 Dudley Street, West Melbourne.
D3.1, inter alia AS1428.1, DP1, DP2	Non-compliant handrail extension on stairs as per AS1428.1-2009 Section 11.
D2.17, D3.1, inter alia AS1428.1, DP1, DP2, DP4, DP5	Non-compliant handrails to emergency fire stairs as per NCC 2016 D2.17 and AS1428.1-2009 Section 12.
D3.1, inter alia AS1428.1, DP1, DP2	Non-compliant ramp gradient to the end of trip facilities and BOH bin storage as per AS1428.1-2009 Section 10.3.
D3.1, inter alia AS1428.1, DP1, DP2	Non-continuous accessible path of travel to the small terrace form the residential gym as per AS1428.1-2009 Section 6 and NCC clause D2.15.
D3.1, inter alia AS1428.1, DP1, DP2	Reduced circulation space and non-compliant door circulation to residential storage areas as per AS1428.1-2009 Section 6 and clause 13.3.2.
D3.1, inter alia AS1428.1, DP1, DP2	Reduced circulation space to the sauna as per AS1428.1-2009 Clause 6.5.3 and 13.3.2.

D3.1, inter alia AS1428.1, DP1, DP2	Reduced circulation space within the waste/bin chute rooms across all levels as per AS1428.1-2009 Section 6.5 and 13.
D3.1, inter alia AS1428.1, DP1, DP2	To permit a reduced clear door width and non-compliant internal latch side clearance as per AS1428.1-2009 Clause 13.2 and 13.3.2.
D3.1, inter alia AS1428.1, DP1, DP2	To permit a reduced landing on the step ramp on the doorway leading to the terrace from the residential gym as per AS1428.1-2009 Section 10.8.2 and 13.3.
D1.2, DP4, EP2.2	To permit a single exit from the following areas: <ul style="list-style-type: none"> <li>- Split basement levels – n.b. considered a technicality as the basement levels are split (approx. 800-900mm different height level on east/west sides) – access to other exit stair available via travel on &lt;1:12 steep ramp or communicating stair between split level.</li> <li>- Rooftop plant.</li> </ul>
D2.2, DP2(b)	To permit a variation to the re-entry provisions within a fire isolated exit serving a building in excess of 25m effective height.
D1.4, DP4, EP2.2	To permit distance of travel to an exit where a point of choice of exit is available to exceed 20m within the following areas: <ul style="list-style-type: none"> <li>- Basement car park – up to 25m in B2.</li> <li>- Rooftop – up to 25m.</li> </ul>
D3.1, D3.3, inter alia AS1428.1, DP1, DP2, DP4	To permit non-compliant stairs with smoke lobbies as per AS1428.1-2009 Section 11.
D2.4, DP5, EP2.2	To permit rising and descending branches of stairs to be contained within the same shaft without segregation.
D1.4, DP4, EP2.2	To permit the distance of travel to an exit where a point of choice of exit is available within the residential levels to exceed 6m: <ul style="list-style-type: none"> <li>- 18m to level 2-6</li> <li>- 9m to levels 7-21</li> </ul>
D2.20, DP2(b)	To permit the exit door serving the external plant access on level 4 to swing against the direction of egress.
D2.20, DP2(b)	To permit the exit door serving the retail tenancy to swing against the direction of egress.
D1.7, DP5, EP2.2	To permit the fire isolated stairways to discharge internally in lieu of discharging directly to open space connected to the road/open space.
D1.5, DP4, EP2.2	To permit the maximum distance of travel between exits within the basement 1 level to exceed 60m (65m).
E1.4, EP1.1	To permit fire hose reels to be located more than 4m from exits within the basement car park levels.
E1.5, EP1.4	To permit isolated variations from the sprinkler protection provisions associated with the following areas: <ul style="list-style-type: none"> <li>- The top of lift shafts – note AS1670.1 thermal detector to be located at the top of the shaft in lieu of sprinkler heads.</li> <li>- Full height shower enclosures within bathrooms (note bathrooms will have sprinkler coverage).</li> </ul>
E2.2, EP1.4	To permit the deletion of the requirement to provide stair pressurization to fire isolated exits – n.b. smoke lobbies are required to be provided to protect these stairs in lieu.
E4.9, EP2.1, EP4.3	To permit the deletion of the requirements to provide Warden Intercom Points to the SSISEP – Note fire brigade communication facilities to comply with MFESB (FRV) Guideline 01.
E1.4, EP1.1	To permit the use of portable fire extinguishers in accordance with BCA Clause E1.6 within the ground level retail tenancy and private gymnasium on level 22 in lieu of fire hose reels.
F1.11, FP1.6	To permit the deletion of fall in the floor of bathrooms within the provision of a raised threshold at the door and overflow to basins and bathtubs.

FP1.4	Weatherproofing of external walls.
F5.5, FP5.2	Sound transmission and insulation.

### Building Appeals Board determinations and orders

The following determinations and orders of the Building Appeals Board (**BAB**) relate to the \*building to which this permit applies:

- An application is to be made to the Building Appeals Board for a modification to the building permit (relating to the non-compliant installation of a fire hydrant on levels 20 and 26. Evidence of receipt is to be given to the relevant building surveyor and Fire Rescue Victoria.

### Reporting authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported on or Consented to	Relevant Regulation No.
Fire Rescue Victoria	E1.3 AS2419 Clause 3.2.3.1  To permit fire hydrant coverage to be achieved via the use of two lengths of hose (60m) for the following areas: <ul style="list-style-type: none"> <li>- Basement 1 storage cages</li> <li>- Ground level</li> <li>- Loading dock/car park ramp</li> <li>- Switchroom, comms room &amp; substation</li> <li>- Level 2 to level 6 inclusive</li> <li>- Apartment balconies</li> </ul>	129
Fire Rescue Victoria	E1.3 AS2419 Clause 7.3  To permit fire hydrant and sprinkler booster assembly to be located within 10m of the external wall of the building without the required shielding.	129
Fire Rescue Victoria	E1.3 AS2419 Clause 7.4  To permit the number of feed hydrants to not be equal to the number of boost connections within the booster assembly.	129
Fire Rescue Victoria	NCC Clause E1.3  To permit internal hydrants to serve levels other than the level on which they are located: <ul style="list-style-type: none"> <li>- Split car park levels (Levels B2 to B1).</li> <li>- Change in level between hydrant in stair and corridor outside stair (Level 2, Levels 23-25 inclusive)</li> </ul>	129
Fire Rescue Victoria	NCC Clause E1.3 and E1.5 AS2118.6 Clause 2.8.5  To permit the effective capacity of the AS2118.6 combined system fire water storage tank to be reduced to 2No. 40kL (total 80kL) in lieu of 2No. 60kL (total 120kL) as required by AS2118.6.	129
Fire Rescue Victoria	NCC Clause E1.3 AS2419.1 Clause 4.1.2  To permit the installation of in-line water meter.	129
Fire Rescue Victoria	NCC Clause E1.3 AS2419.1 Clause 6.4.2  To permit access to fire pump room via building front entry or car park entry in lieu of directly via fire isolated stair/passageway.	129

Fire Rescue Victoria	NCC Clause E1.3 AS2419.1 Clause 7.7 To permit the deletion of relay pump for buildings over 50m effective height.	129
Fire Rescue Victoria	NCC E1.3 AS2118.6 Clause 2.6.1 To permit the velocity in ring main to exceed 4m/s.	129
Fire Rescue Victoria	NCC E1.3 AS2118.6 Clause 2.6.1 To permit vertical sections of ring main pipe to be located with wholly separated fire rated shafts.	129
Fire Rescue Victoria	NCC E1.3 AS2118.6 Clause 2.6.2 To permit the pressure zone to be increased to 42.82m (stage 1) and 41.71m (stage 2) in lieu of 35m as required by code.	129
Fire Rescue Victoria	NCC E1.3 AS2304 Clause 5.1 To permit the fire water break tank to be installed with no clearance on 2 sides.	129
Fire Rescue Victoria	NCC E1.5 Clause 6 To permit the valves to not be accessed from outside but located in the fire stair.	129
Fire Rescue Victoria	NCC Spec E1.8 Clause 8 (b) To permit the fire control room to be accessed form a single path of travel via the front entrance and lobby of the building, in lieu of 2 paths of travel with one open directly to an open space.	129
Fire Rescue Victoria	NCC Spec E1.8 Clause 3 To permit fire control room to have an egress level change of greater than 300mm (approx.. 450mm) to outside.	129
Fire Rescue Victoria	NCC Spec E1.8 Clause 4 To permit the reticulation of minor level 2 plumbing drainage at high level within fire control room.	129
Melbourne City Council	Protection of the public	116
Melbourne City Council	Stormwater drainage	133
Melbourne City Council	Electrical Substation	131



## Conditions to which this permit is subject

Occupation is subject to the following conditions:-

### Essential safety measures

The following essential safety measures must be inspected, tested and maintained in accordance with the maintenance requirements set out in the following table—

Essential safety measures required to be provided in the building or place of public entertainment	Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measure	The level of performance that each essential safety measure must achieve to fulfil its purpose	The frequency and type of maintenance required for each essential safety measure	The frequency and type of testing and inspections required for each essential safety measure
<b>Building Fire Integrity</b>				
Building elements required to satisfy prescribed fire resistance levels, (including walls, columns, beams, floors, ceilings and shafts, etc.)	Section C, D1.12	CP1 to CP4, CP6 to CP8, DP4 to DP6	Yearly	Annual inspection to AS1851-2012, Section 12 for damage, deterioration, or unauthorised alteration
Materials and assemblies required to satisfy prescribed fire hazard properties for linings and surface finishes	C1.10, Spec C1.10	CP4	Yearly	Annual inspection for damage, deterioration, or unauthorised alteration
Elements required to be non-combustible, provide fire protection, compartmentation or separation (including fire walls, smoke walls, fire resistant exits, and fire resistant elements such as walls, floors, ceilings, protective coverings, access panels and control joints)	C1.9, C1.14, Spec C1.1, C3.3, C3.11, D1.7, E1.3, AS2118.1-1999 (cl 5.6.10)	CP2, CP6, CP7, DP5	Yearly	Annual inspection for damage, deterioration, or unauthorised alteration
Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	C3.4, C3.8, C3.11, D1.7	CP8, DP5	Yearly	Monthly to AS1851-2012 Section 2.
Fire Doors (hinged and pivoted incl their associated warning systems) and assoc. self-closing, auto closing and latching mechanisms	C.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7, D1.12	CP8, DP5	Every six months	Every six months as per AS1851- 2012 Section 12 check operation of handles, closers and electronic strikes.
Hinged and pivoted fire-resistant doorsets serving as entry doors to private residential apartments.	C3.11	CP2	Yearly	Annually as per AS1851- 2012 Section 12 check operation of handles, closers and electronic strikes.

Solid core doors and associated self-closing, automatic closing and latching mechanisms	C3.11	CP2, CP8	Yearly	Annual inspection for damage, deterioration, and check operation of closers, handles and electronic strikes
Fire Protection at services penetrations through elements required to be fire resisting with respect to integrity and insulation or have a resistance to the incipient spread of fire	C3.12, C3.13, C3.15	CP8	Yearly	Annually as per AS1851-2012, Section 12 to inspect for damage, deterioration, or unauthorised alteration.
Kitchen Hood Exhaust Systems	F4.12	FP4.5	Monthly	Monthly as per AS1851-2012, Section 13
Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation	C3.16	CP2, CP8	Yearly	Annually as per AS1851-2012, Section 12 to inspect for damage, deterioration, or unauthorised alteration.
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Specification C2.5, D2.6	CP3	Every six months	Every six months as per AS1851-2012, Section 12. Check operation of closers, handles and electronic strikes
<b>Means of Egress</b>				
Paths of travel to exits	D1.6	DP4	Every three months	Inspection every three months to ensure there are no obstructions and no alterations
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	D1.7, D1.9 to D1.11	DP4, DP6	Every three months	Inspection every three months to ensure there are no obstructions and no alterations
Exits (including fire-isolated stairways and ramps, non-fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	D2.2, D2.8 to D2.11, D2.13, D2.16, D2.17	DP2, DP3, DP4, DP5	Every three months	Inspection every three months to ensure there are no obstructions and no alterations
Smoke lobbies to fire-isolated exits	D1.7, D2.6	DP4	Yearly	Annual inspection for damage, deterioration or unauthorised alteration

Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	D1.6, D2.19 to D2.21, D2.23	DP2, DP6	Every three months	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware
<b>Signs</b>				
Exit identification including signs on fire doors and smoke doors; signs on egress doors leading from fire-isolated passageways; signs and audible and visual alarms on sliding fire doors; chevron stripes; and flashing luminaries	Clauses D2.23 and C3.6 and as approved by the authority having jurisdiction	CP2, DP4	Yearly	Annual inspection to determine signs and alarms are intact and operational where relevant
Exit signs (including direction signs),	Specification D1.12, E4.5, E4.6, E4.8	DP4, EP4.1, EP4.2	Every six months	Every six months to AS2293.2-1995.
Photoluminescent exit signs	Specification D1.12, E4.5, E4.6, E4.8	EP4.2	Monthly	Check monthly that signs are clean, not obstructed, have sufficient lighting levels to facilitate charging and are clearly visible to persons approaching the exit
Signs warning against the use of lifts in the event of fire	E3.3	EP3.3	Yearly	Annual inspection to ensure the warning sign is in place and legible
Signs, intercommunication systems, or alarm systems on doors of fire-isolated exits stating that re-entry to a storey is available	D2.22	DP2	Yearly	Annual inspection to ensure the warning sign is in place and legible
Signs alerting persons that the operation of doors must not be impaired	D2.23	DP2	Yearly	Annual inspection to ensure the warning sign is in place and legible
<b>Lighting</b>				
Emergency lighting	E4.2, E4.4	EP4.1	Every six months	Every six months to AS2293.2-1995
<b>Fire Fighting Services and Equipment</b>				
Pressure Maintenance/ Jacking Pumps	AS 2941-2002 or as approved by the relevant authority	EP1.1	Monthly	Monthly as per AS1851-2012, Section 3
Fire main, booster, static water supply and associated equipment (as relevant)	Part E1, AS 2118-1995, AS 2419.1-2005	EP1.3, EP1.4	Monthly	Monthly if pumps are installed or six monthly to AS1851-2012, Section 4.

Water Storage Tanks	Part E1, AS 2118-1995, AS 2419.1-2005	EP1.3, EP1.4	Monthly	Monthly to AS1851-2012, Section 5.
Fire hydrant system (including on-site pump set and fire-service booster connection)	BCA E1.3, AS2419.1	EP1.3	Every six months	Six monthly to AS 1851-2012, Section 4 (also monthly to AS1851-2012, Section 3 where pumps are installed)
Fire hose reel system	E1.4, AS 2441-2005	EP1.1	Every six months	Every six months to AS1851-2012 Section 9.
Sprinkler system (including alarm monitors connected to approved authority)	E1.5	EP1.4	Monthly	Monthly to AS1851-2012 Section 2
Portable fire extinguishers	E1.6	EP1.4	Every six months	Every six months to ensure extinguishers are in place and to AS1851-2012 Section 10
Fire control centres (or rooms)	E1.8	EP1.6	Yearly	Annually to ensure compliance of construction and contents with BCA
Sprinkler protection of openings	C3.4 and as approved by relevant authority	CP2, CP8, EP1.5	Yearly	Annually to ensure protection of openings is maintained
<b>Air Handling Systems</b>				
Fans and fan motors associated with the operation of ventilation system (frequent and emergency uses)	AS/NZS 1668.1-1998 and AS 1668.2-2012	FP4.4, FP4.5	Quarterly	Quarterly as prescribed in AS1851-2012 Section 13
Fire & Smoke Dampers	E2.2	CP2, CP8, EP2.2	Quarterly	Quarterly as prescribed in AS1851-2012 Section 13
Air control dampers – recycled & relief air, smoke spill & outdoor air, and supply and return air exhaust	E2.2	CP2, CP8, EP2.2	Every six months	Six monthly as prescribed in AS1851-2012 Section 13
Outdoor intakes	F4.5	FP4.3	Monthly	Monthly as prescribed in AS1851-2012 Section 13
*Automatic monitoring of atmosphere contaminants for car-parks and other vehicle enclosures	AS 1668.2-2012	FP4.4, FP4.5	Yearly	Annual audit and inspection to verify all equipment is operational and fit for purpose
Carpark mechanical ventilation system covered by Section 5, AS/NZS 1668.1 serving more than one fire compartment	E2.2 and F4.11	EP2.2, FP4.4	Quarterly	Quarterly as per prescribed in AS1851-2012, Section 13

<b>Automatic Fire Detection and Alarm Systems</b>				
Smoke and heat detection system	Clause 4 of Specification E2.2a	EP2.1, EP2.2	Monthly	Monthly as prescribed in AS1851-2012 Section 6
<b>Occupant Warning Systems</b>				
Emergency warning and intercommunication system/Sound system and intercom system for emergency purposes	E4.9	EP4.3	Monthly	Monthly as prescribed in AS 1851-2012 Section 6
Fire brigade phones and phone jacks	Fire Brigade Guidelines	N/A	As per guidelines	As prescribed by Fire Brigade guidelines or annual test of system operation
<b>Lifts</b>				
Stretcher facilities in lifts	E3.2	EP3.1	Yearly	Annual inspection to ensure compliance of facilities with BCA
Emergency lifts	E3.4	EP3.2	Yearly	As per requirements of AS1735 periodic inspection as per manufacturers specification, however no less than annual inspection
Passenger lift fire service controls	E3.6	EP3.2	Yearly	Periodic inspection as per manufacturers specification, however no less than annual inspection
<b>Interconnection, Interfacing and Testing – Fire Safety Systems</b>				
All fire and safety systems	As approved by the relevant authority; (May include hot smoke tests, tests to ensure fire safety systems interface and interact appropriately, etc.)	N/A	Yearly	Annual audit and testing to ensure all services operate as designed in fire mode
<b>*Other Safety Measures</b>				
*Glazed assemblies	B1.4 and F1.13	BP1.3, FP1.4	Yearly	Annual inspection to verify no damage, deterioration or unauthorised changes
*Balconies	Part B1	BP1.1, BP1.2	Yearly	Annual inspection to verify no damage, deterioration or unauthorised changes
*Balustrades	Part B1 and D2.16	BP1.1, BP1.2, DP3	Yearly	Annual inspection to verify no damage, deterioration or unauthorised changes
<b>*Building Use and Application</b>				
*Classification and use of building	A3.2 to A3.4	N/A	Yearly	Annual inspection to ensure use does not vary from approval

### Fire Brigade Requirements Additional to BCA Provisions

<p>Where lifts serve any storey above an effective height of 12m, the requirements of Appendix 2 (within the R129) must be implemented in addition the requirements of E3.9 and E3.10 of the Building Code of Australia.</p>	<p>Regulation 129</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>
<p>In regards to variation 3, a row of sprinkler heads is to be installed <b>internally</b> to any construction that does not meet the required FRL's of 90/90/90, within 10m horizontally of the booster assembly and 3m vertically from the uppermost hose connection. The row of sprinkler heads is to be installed to the sprinkler standard that is relevant to the building. See Appendix 3 (refer to R129) for a diagrammatic representation of the areas that required additional protection measures.</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>
<p>In regards to variation 2 (non-complaint hydrant coverage); signage is to be installed adjacent to the Fire Detection Control and Indicating Equipment (FDCIE) / Fire Brigade Panel (FBP) and adjacent to all applicable fire hydrants (note; an applicable hydrant relates to a hydrant that's services an area where coverage shortfalls exists). The signs are to indicate ; <b>'2 x 30M LENGTHS OF HOSE WILL BE REQUIRED TO ACHIEVE FULL COVERAGE'</b>. These signs are to comply with signage requirements detailed in R129 Appendix 2.</p> <p>In addition; where</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>

<p>non-compliant hydrant coverage occurs from an internal hydrant, laminate floor block plans are to be installed adjacent to the fire hydrant. These floor plans are to be orientated correctly and produced in accordance with Clause 2.2.5 AS2118.6. The area of hydrant shortfalls is to be clearly indicated on the plans (red crosshatching and 'hydrant shortfall' annotation text). The plan is to be laminated and secured behind a clear Perspex or similar that is mechanically fixed (i.e. screwed or riveted) to structure it is mounted to. The use of glue, silicon or tape only, does not achieve compliance with this requirement.</p>				
<p>In regards to variation 7; automatic inflow is to be provided to the onsite fire water storage tanks. Inflow must not rely on manual human intervention.</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>
<p>In regard to variation 7; the supply of water from the fire storage tank/s to the system pump/s is to be automatic and open at all times (except during maintenance). The supply of water to must not rely on manual human intervention.</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>
<p>In regard to variation 7; to provide a greater level of redundancy, a dual water connection (tapping) must be provided to the town's main. The dual water connection (tapping) must consist of duplicate connections to the town main and be carried separately beyond the premises meters; a stop valve (open or closed) is to be provided on the main between the two branches.</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>

<p>In regards to variations 5 &amp; 14; The following two way-finding requirements are to be implemented;</p> <p>i. Installation of clear way-finding signage. The signage is to be arranged so that it directs responding firefighters from the Fire Detection Control and Indicating Equipment (FDCIE) / Fire Brigade Panel (FBP) to the location of the fire pump room and sprinkler control valves. These signs are to comply with signage requirements detailed in R129 Appendix 2.</p> <p>ii. A way-finding plan is to be installed adjacent to the Fire Detection Control and Indicating (FDCIE) / Fire Brigade Panel (FBP). The plan must incorporate the following measures;</p> <ul style="list-style-type: none"> <li>• Must be clearly titled “ FIREFIGHTER ACCESS TO FIRE PUMP ROOM AND SPRINKLER CONTROL VALVES”</li> <li>• Must show a clear uncluttered plan of the relevant building levels/areas’ including any adjacent streets and a north arrow.</li> <li>• Must clearly indicate the location of the fire pump room and / or sprinkler control valves.</li> <li>• Must clearly indicate a ‘you</li> </ul>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>	<p>as per Reg. 129 (formally Reg. 309) Report and Consent</p>
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are here' icon.

- Must clearly indicate the best access routes from FDCIE to the fire pump room and / or sprinkler control valves.
- The plan is to be laminated and secured behind a mechanically fixed (i.e. screwed or riveted) piece of clear Perspex or similar.
- The plan is to be listed in the Essential Safety Measures on the Occupancy Permit; this is to ensure that the plan is inspected and replaced / updated when necessary throughout the life of the building.

iii. Tactical  
Fire plans are to be produced in accordance with FRV Guideline Number 6; this Guideline can be accessed via the Fire Rescue Victoria website. The tactical Fire Plans are to be printed, laminated and bound and are to be securely stored at the main Fire Panel or in the Fire Control Room as applicable. If bound in a folder, the folder must be clearly labelled including spine; if bound on a plan rack system then the plan clamp must be clearly labelled.

iv. Simultaneously  
hydrant flow and sprinkler system demand is now

a requirement of most Australian hydrant and sprinkler standards. FRV expects that compliance will be achieved in line with the requirements of the applicable BCA and Australian Standards; unless varied via Regulation 129 Report and Consent or via the submitted and reviewed Performance Solution documentation. Compliance will need to be demonstrated in the certified testers reports submitted with the Regulation 187 application.

v. As per the requirements of clause 3.21 of AS1670.1-2018, any suppression system monitoring devices such as valve tamper switches (valve monitored alarms), shall be indicated as a supervisory condition and be clearly distinguishable from a fire alarm condition. Accordingly such devices are to be provided with a dedicated ASE (Alarm Signalling Equipment) input and are not to be combined with other ASE inputs.

vi. Where an externally mounted water motor alarm / indicator is provided on the fire sprinkler

system, it is to be installed in the immediate vicinity outside the pedestrian access point that provides the most direct access to the sprinkler control valves. If unsure of location seek advice from the Delegated Officer who prepared this report or the fire safety department.

vii. Signs developed in accordance with R129 Appendix 2 are to be installed adjacent to each floor by floor sprinkler isolation valve. The signs are to indicate the area / level that the valve serves and the text is to be no less than 20mm tall.

viii. In regards to variation 6; Mag-Flow Meter (or similar) is to be installed to the requirements of the relevant Water Authority and FRV Guideline Number 28 (GL-28).

## **Other Conditions**

1. The building has been subject to fire engineering assessments (Fire Engineering report No. P7849 Revision 6, prepared by Scott Young. Any change in circumstances to those assumed in the preparation of the fire engineer's assessments and which may effect fire and life safety matters shall be the subject of review and approval by a qualified fire engineer.
2. Management and operational requirements, additional safety systems and equipment, and/or special conditions that apply or are required under the fire engineering or access report assessments shall be maintained at all times.
3. All fire alarm systems shall be connected to an approved monitoring service in accordance with AS1670.3 and referenced Australian Standards and the requirements of Fire Rescue Victoria (FRV) for fire alarm monitoring systems.
4. All relevant conditions of use and occupation (if any) applicable under Planning Permits or consents shall be complied with at all times.
5. Where fire safety systems (detection, sprinkler, occupant warning systems) are isolated as part of future building works, such isolations must be managed via the contractor's fire safety and OH&S risk management plan. Isolations must be restricted to individual inputs or zones or circuits and not the Alarm Signaling Equipment (ASE). Where it is proposed to isolate the ASE, written approval must be obtained by the ASE monitoring provider prior to such isolation.
6. Sprinkler zone isolation to occur only on a zone bases, no more than one sprinkler zone is to be isolated for maintenance of future building works whilst the building is occupied.
7. This Occupancy Permit is subject to all items being closed out on the Section 37 – Written Direction to Fix Building Work, issued on 11 March 2023.
8. This Occupancy Permit is subject to the Building Notice, issued on 11 March 2023 being closed out to the satisfaction of the relevant building surveyor.

## **Excluded Areas**

The following areas are excluded from this Occupancy Permit.

- i. Residential levels 21, 22, 23, 24 & 25 (this does not include the gymnasium on level 22, this portion forms part of this Occupancy Permit).
- ii. Ground level retail.

For areas to be handed over as a shell, a Certificate of Final Inspection is required upon completion of the shell works. Fitout works to these areas will require a separate building permit and separate occupancy permit prior to occupation. Refer to the Certificate of Final Inspection for details of any base building works required to be undertaken as part of the fitout.

## **Combined Allotment Determination**

A determination has been made under Regulation 64(1) of the Building Regulations 2018 in relation to the building to which this permit applies.

## **Subdivision of existing building**

This building permit authorises building work that involves the subdivision of an existing building. An exemption has been issued under regulation 231 in relation to the building work that is the subject of this permit.

## **Suitability for occupation**

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

**Relevant Building Surveyor**

Name: PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD  
Address: Level 5  
136 Exhibition Street Melbourne VIC 3000  
Email: info@plpaust.com  
Building practitioner registration no.: CBS-U58176

**Designated Building Surveyor**

Name: Socrates Capouleas Building Practitioner Registration No. BS-U1557  
Occupancy Permit No.: 06831/partial  
Date of Final Inspection: 07 Mar 2023  
Date of Issue: 11 Mar 2023  
Signature:



## BUILDING PERMIT (AMENDMENT)

### (Stage 1: Bulk Excavation, Detailed Excavation, Piling & Retention System) CBSU58176/6915421647410/1

**Project:** Construction of a New Mixed-Use Development

**Issued to**

**Owner/Agent of Owner:** Maxcon Constructions Pty Ltd

**ACN/ABN:** 152 259 820

**Postal Address:** 71 Flinders Lane  
MELBOURNE VIC 3000

**Email:** ramy@maxcon.net.au

**Address for service or giving of documents**

**Postal Address:** 71 Flinders Lane  
MELBOURNE VIC 3000

**Contact person:** Ramy Kozman

**Telephone:** 0413 576 333

**Ownership details**

**Owner** West Melbourne Investments Pty Ltd

**ACN/ABN** 621 969 935

**Postal address:** 881A High Street  
ARMADALE VIC 3142

**Email:** nicole@uaggroup.com.au

**Contact person:** Nicole Chow

**Telephone:** 9818 8818

**Property details**

<b>Address:</b>	45-55 Dudley Street, WEST MELBOURNE VIC 3003						
<b>Lot/s:</b>	189	<b>LP/PS:</b>	831067G	<b>Volume:</b>	11427	<b>Folio:</b>	239
<b>Crown allotment:</b>	15C(Part), 116, 17 (Part)	<b>Section:</b>	47	<b>Parish:</b>	Melbourne South	<b>County:</b>	Bourke
<b>Municipal District:</b>	Melbourne City Council						

**Builder**

**Company Name:** Maxcon Constructions Pty Ltd

**ACN/ARBN:** 152 259 820

**Building Practitioner  
Registration No.:** CCBU57530

**Postal address:** 71 Flinders Lane, MELBOURNE VIC 3000

**Telephone:** 9650 9580

This builder is specified under Section 24B(3) of the **Building Act 1993** for the building work to be carried out under this permit.

**Natural person for service of directions, notices and orders**

**Name:** Ramy Kozman  
**Postal address:** 71 Flinders Lane, MELBOURNE VIC 3000  
**Telephone:** 9650 9580

**Details of building practitioners or architect engaged to prepare documents for this permit**

Name	Category/Class	Registration No.
Mark Ellul	Engineer (Electrical)	EE41574
Mark Mitchell	Engineer (Fire Safety)	EM24628
Mark Mitchell	Engineer (Mechanical)	EM24628
Bryce Kemp	Engineer (Structural/Civil)	EC37841
Lengino Piovesan	Engineer (Structural/Civil)	EC1630
Enzo Padovani	Engineer (Structural/Civil)	EC44620
Battersby Chow Studio	Architect	51995
<b>Maxcon Constructions Pty Ltd</b>	<b>Builder</b>	<b>CCBU57530</b>

**Details of relevant planning permit**

**Planning Permit No.:** TP-2017-866  
**Date of grant of planning permit:** 21 Dec 2018

**Nature of building work**

New construction of a mixed-use development

**Nature of amendment**

**Administration error on builder registration number and total cost of project**

<b>Storeys contained:</b>	27	<b>Rise in storeys (for Class 2-9 building only):</b>	25
<b>Effective height:</b>	76.97m	<b>Version of BCA applicable to permit:</b>	2016.1
<b>Type of Construction:</b>	A		

**Stage of building work permitted**

Stage 1: Bulk Excavation, Detailed Excavation, Piling & Retention System

<b>Original Total Cost of Project:</b>	<b>\$ 54,568,206.00</b>
<b>New Total Cost of Project:</b>	<b>\$ 53,485,300.00</b>
<b>Cost of Stage 1 Building Work:</b>	<b>\$ 1,100,000.00</b>
<b>Total Cost of All Stages to Date: (including this Stage 1)</b>	<b>\$ 1,100,000.00</b>
<b>Total Floor Area of New Building Work in m<sup>2</sup>:</b>	<b>16953m<sup>2</sup></b>

**Building classification:**

Part of Building	Building Class
Basement 2	7a & 7b
Basement 1	7a & 7b
Ground Level (1)	2, 6 & 7a
Levels 2 to 6	2
Level 7	2 & 7b
Level 8	2 & 7b
Levels 9 to 21	2
Level 22	2 & 9b
Levels 23 to 25	2
Roof	Ancillary (2)

**Prescribed Reporting Authorities:-**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Prescribed reporting authority	Matter reported on or consented to	Regulation
Melbourne City Council	Report and Consent	116

**Protection work**

Protection work is required in relation to the building work proposed in this permit.

**Inspection requirements**

The mandatory notification stages are:

- Inspection of any public precautions required to be undertaken in accordance with Regulation 116, prior to commencement of building works
- Inspection of footings
- Inspection at completion of work, prior to occupation (Issue Occupancy Certificate)

**Occupation or use of building**

An occupancy permit is required prior to the occupation or use of this building.

**Commencement and completion****This building work must commence by 02 Mar 2022**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

**This building work must be completed by 02 Mar 2024**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.



## **Conditions**

This building permit is issued subject to the following conditions

### **General Conditions:-**

1. Effective 22nd March 2018 prescribed Aluminium Composite Panels & Expanded Polystyrene (EPS) are not permitted to be utilised in buildings of Type A construction.
2. Additional permits or approvals may need to be obtained under other Acts/Regulations prior to the commencement of the works.
3. Pursuant to Building Regulation 41 of the Building Regulations 2018, a copy of the following information must be displayed on the allotment in a conspicuous position accessible to the public for the duration of the building work to which this permit applies:-
  - Builder registration numbers and contact details
  - Relevant Building Surveyor registration number and contact details
  - Building Permit number and date of issue.
4. The approval of this work shall lapse if the works are not commenced within 12 months of completed within 36 months after the date of this permit. It is the responsibility of the builder to arrange for the required final inspection of the works within this time otherwise additional fees and/or fines may be incurred.
5. The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation inspections and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer.
6. Building works must be undertaken in accordance with the Building Code of Australia, the Building Regulations 2018 and the Building Act 1993.
7. Municipal Council local laws covering hours of operation, noise, environmental protection, protection of public assets, and the like may apply with respect to the works. Council consents may be required in regard to local laws and may be required prior to the commencement of works. Prior to commencement of any works on site, the builder shall satisfy all relevant local laws and similar requirements of the relevant Municipal Council.
8. This approval does not have the effect of endorsing that the design complies with any restrictive covenant or any other encumbrance over the subject land. It is the owner's responsibility to ensure compliance with any covenant or encumbrance. Failure to comply with any relevant covenants/encumbrances could result in legal proceedings from other beneficiaries.
9. The builder must ensure all required existing exits and existing fire safety services throughout the building are maintained and operational.
10. A copy of the approved plans must be available on site while the building works are in progress.
11. Prior to commencement of relevant works, the builder shall apply to Council for any required site services permits including:-
  - cross-overs
  - street openings
  - stormwater connections
  - erecting hoardings, gantries or the like in the street

### **Additional Conditions:-**

12. This protection work notice relates to the stage/part of work specified above, further notices are to be submitted for subsequent work stages.

### **Boundary Projections by New Building Works:-**

13. Boundary locations shall be established by preparation of a title re-establishment survey prepared by a licensed land surveyor.
14. Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundaries and street alignments.

### **Council Consent Pursuant to Building Regulation 116(4):-**

15. As the hoardings, gantry, scaffolding or other precautions project beyond or over the street, Council Consent Pursuant to Building Regulation 116 has been obtained.

16. These precautions form part of the approved works issued under this building permit and must be in place prior to the commencement of relevant works. Works must not commence until the Relevant Building Surveyor is satisfied the precautions are in place.

**Fire Services During Construction:-**

17. Fire services shall be provided during construction in accordance with BCA Clause E1.9 as follows:-
  - a) Not less than one fire extinguisher to suit Class A, B and C fires and electrical fires, must be provided at all times on each storey adjacent to each required exit or temporary stairway or exit.

**Piling Works:-**

18. Pursuant to Reg 127 of the Building Regulations 2018, any person installing piles must:-
  - a) keep a record of all pile-driving operations undertaken during the construction including any determination of allowable loadings; and
  - b) make the records available for inspection by the relevant building surveyor during the progress of the pile-driving operations
19. Within 28 days of completion of the pile driving operations, the builder shall forward a complete record of the pile driving operations to the relevant building surveyor.

**Planning Permits:-**

20. All conditions of the planning permit shall be complied with. Where the planning permit applies conditions that must be completed prior to commencement of the development, construction, or the like, such conditions must be completed prior to commencement of the development, relevant construction, etc as the case requires.
21. All works shall be undertaken in strict accordance with the relevant planning permit
22. Prior to commencement of relevant works, the builder shall consult with Council's Planning Department to confirm acceptance of any work which would differ from the planning permit documentation and endorsed drawings.
23. The work permitted by this Building Permit must be undertaken to maintain consistency with the Planning Permit, Planning Permit conditions and the endorsed plans.

**Precautions for Protection of the Public:-**

24. The Relevant Building Surveyor has determined that precautions for protection of the public are required.
25. The builder must not vary from the submitted precautions plan. Any alternative precautions for protection of the public must be submitted to the relevant building surveyor for approval.

**Protection of Adjoining Property:-**

26. This protection work notice relates to the stage/part of work specified above, further notices are to be submitted for subsequent work stages.
- ~~27.~~ A report must be provided to notify Council after the ground anchors have been de-stressed. The ground anchors must be address at the appropriate time, and confirmation of the de-stressing having been completed submission to the Municipal Building Surveyor.
28. Temporary shoring must be provided where the ground beams and strip footings about the laneway/road to prevent over excavation and local collapse and be removed when work is completed. Any damage to the footpath, road or other Council assets caused by the construction work must be reinstated to council's satisfaction.
29. The work must be undertaken in a manner which will not adversely affect services and must be to the satisfaction of all relevant service authorities. Further approval from the relevant service authorities may be required.
30. No changes can be made to the proposed protection works.
31. The proposed work must be conducted in accordance with the City of Melbourne's Code of Good Practice, Construction Management Plan Guidelines (including the Noise and Vibration control Guidelines) and the Activities Local Law 2009.
32. The protection work shall be undertaken in strict accordance with the Form 6 and Form 7 documents and/or determination by the relevant building surveyor and/or determination of the Building Appeals Board as applicable.
33. Protection of adjoining property is required as part of the work covered by this building permit. Such protection work shall comply with the Building Act 1993 .

34. Work shall not commence until an agreed contract of insurance under Section 93 of the Building Act 1993 and an agreed survey of adjoining property under Section 94 of the Building Act 1993 are in place.
35. Within 2 months of completion of protection work, the owner shall serve a complete set of adjoining property protection "as built" details on all adjoining owners and on the relevant building surveyor.

**Structural Supervision:-**

36. As part of an application for an Occupancy Permit and or request for Certificate of Final Inspection, the applicant shall submit site inspection report(s) undertaken by the projects supervising structural engineer(s), which demonstrates that the buildings structure has been periodically inspected and in the view of the engineer has been substantially constructed in accordance with the building permit documentation.

**Variations to Approved Documentation:-**

37. No variation from or alteration of the approved plans or specification shall be made prior to obtaining written consent from the Relevant Building Surveyor.

**Approved Documents**

Civil Plans & Specifications	Civil Plans prepared by Bonacci
Structural Plans & Specifications	Structural Plans prepared by KPA

**Other Documents**

<b>Application Form - Stage 1 (Amendment)</b>
Application Form - Stage 1
Calculations
Certificate of Compliance (Structural) - Bonacci
Certificate of Compliance (Structural) - KPA Design
Certificate of compliance (Structural)
Combined Form 7's
Drainage Calculation
FEB Review (MFB)
Geotechnical Report No. 95420.01 (Douglas Partners)
Legal Point of Discharge
Pressure and Flow (City West Water)
Regulation 116 Report and Consent
Site Survey-Context Plan
Structural Computations - B&R Construction Group
Structural Computations - Bonacci
Summary OSD Design Report
Temporary Hoading Plan
Title Documents
Protection Work Notices
Planning Permit Documents

**Relevant Building Surveyor:**

Name: PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD

Address: Level 5

136 Exhibition Street, Melbourne VIC 3000

Email: info@plpaust.com

Building Practitioner CBSU58176

Registration No.:

**Permit No.** CBSU58176/6915421647410/1

**Date of issue of permit:** 02 Mar 2021

**Date of issue of amendment** 12 Apr 2021

**Designated Building Surveyor:**

**Name:** Socrates Capouleas

**Building Practitioner** BS-U1557

**Registration No.**

**Signature:**



## BUILDING PERMIT

### (Stage 2: Superstructure and Services, Excluding Fire Services)

#### CBSU58176/3265044917135/2

**Project:** Construction of a New Mixed-Use Development

#### Issued to

**Owner/Agent of Owner:** Maxcon Constructions Pty Ltd

**ACN/ABN:** 152 259 820

**Postal Address:** 71 Flinders Lane  
MELBOURNE VIC 3000

**Email:** ramy@maxcon.net.au

#### Address for service or giving of documents

**Postal Address:** 71 Flinders Lane  
MELBOURNE VIC 3000

**Contact person:** Ramy Kozman

**Telephone:** 0413 576 333

#### Ownership details

**Owner:** West Melbourne Investments Pty Ltd

**ACN/ABN:** 621 969 935

**Postal address:** 881A High Street  
ARMADALE VIC 3142

**Email:** nicole@uaggroup.com.au

**Contact person:** Nicole Chow

**Telephone:** 9818 8818

#### Property details

<b>Address:</b>	45-55 Dudley Street, WEST MELBOURNE VIC 3003						
<b>Lot/s:</b>	189	<b>LP/PS:</b>	831067G	<b>Volume:</b>	11427	<b>Folio:</b>	239
<b>Crown allotment:</b>	15(Part), 16, 17(Part)	<b>Section:</b>	47	<b>Parish:</b>	Melbourne South	<b>County:</b>	Bourke
<b>Municipal District:</b>	Melbourne City Council						

#### Builder

**Company Name:** Maxcon Constructions Pty Ltd

**ACN/ARBN:** 152 259 820

**Building Practitioner Registration No.:** CCBU57530

**Postal address:** 71 Flinders Lane, MELBOURNE VIC 3000

**Telephone:** 9650 9580

This builder is specified under Section 24B(3) of the **Building Act 1993** for the building work to be carried out under this permit.

**Natural person for service of directions, notices and orders**

**Name:** Ramy Kozman  
**Postal address:** 71 Flinders Lane, MELBOURNE VIC 3000  
**Telephone:** 9650 9580

**Details of building practitioners or architect engaged to prepare documents for this permit**

Name	Category/Class	Registration No.
Mark Ellul	Engineer (Electrical)	PE0003857
Mark Mitchell	Engineer (Fire Safety)	PE0003113
Wayne Smith	Engineer (Fire Safety)	PE0003489
Mark Mitchell	Engineer (Mechanical)	PE0003113
Anthony Tan	Engineer (Structural/Civil)	PE0003689
Bryce Kemp	Engineer (Structural/Civil)	PE0000497
Enzo Padovani	Engineer (Structural/Civil)	PE0001363
Lengino Piovesan	Engineer (Structural/Civil)	PE0002048
Michael Knight	Engineer (Structural/Civil)	PE0003763
Joseph Steele	Hydraulic Engineer	PE0001218
Nicole Trumbull	Quantity Surveyor	QS65320
Battersby Chow Studio	Architect	51995
Maxcon Constructions Pty Ltd	Builder	CCBU57530

**Details of relevant planning permit**

**Planning Permit No.:** TP-2017-866  
**Date of grant of planning permit:** 21 Dec 2018

**Nature of building work**

New construction of a mixed-use development

<b>Storeys contained:</b>	27	<b>Rise in storeys (for Class 2-9 building only):</b>	25
<b>Effective height:</b>	76.97m	<b>Version of BCA applicable to permit:</b>	2016.1
<b>Type of Construction:</b>	A		

**Stage of building work permitted**

Stage 2: Superstructure and Services, Excluding Fire Services

<b>Total Cost of Project:</b>	\$ 53,485,300.00
<b>Cost of Stage 2 Building Work:</b>	\$ 27,000,000.00
<b>Total Cost of All Stages to Date:</b> (including this Stage 2)	\$ 28,100,000.00

<b>Total Floor Area of New Building Work in m<sup>2</sup>:</b>	0m <sup>2</sup>
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**Building classification:**

Part of Building	Building Class
Basement 2	7a & 7b
Basement 1	7a & 7b
Ground Level (1)	2, 6 & 7a
Levels 2 to 6	2
Level 7	2 & 7b
Level 8	2 & 7b
Levels 9 to 21	2
Level 22	2 & 9b
Levels 23 to 25	2
Roof	Ancillary (2)

**Prescribed Reporting Authorities:-**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Prescribed reporting authority	Matter reported on or consented to	Regulation
Melbourne City Council	Report and Consent	116

**Protection work**

Protection work is required in relation to the building work proposed in this permit.

**Inspection requirements**

The mandatory notification stages are:

- Inspection of footings (Bored Piers)
- Inspection of footings, prior to placement of membrane
- Inspection of reinforcement for slabs on ground, pads, strip footings, prior to pouring
- Inspection of reinforcement for the first level the core, prior to pouring (By Registered Engineer)
- Inspection of reinforcement for to the first of each column/cast insitu wall type, prior to pouring
- Inspection of reinforcement of the first suspended slab, prior to pouring
- Inspection of load-bearing and roof framework, prior to lining
- Inspection of the fire protection method of each type of service penetration to any fire or smoke resistant building element (one per level)
- Inspection at completion of work, prior to occupation (Issue Occupancy Certificate)

**Occupation or use of building**

An occupancy permit is required prior to the occupation or use of this building.

**Commencement and completion****This building work must commence by 20 Feb 2022**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

**This building work must be completed by 20 Aug 2024**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

## **Conditions**

This building permit is issued subject to the following conditions

### **General Conditions:-**

1. Effective 22nd March 2018 prescribed Aluminium Composite Panels & Expanded Polystyrene (EPS) are not permitted to be utilised in buildings of Type A construction.
2. Additional permits or approvals may need to be obtained under other Acts/Regulations prior to the commencement of the works.
3. Pursuant to Building Regulation 41 of the Building Regulations 2018, a copy of the following information must be displayed on the allotment in a conspicuous position accessible to the public for the duration of the building work to which this permit applies:-
  - Builder registration numbers and contact details
  - Relevant Building Surveyor registration number and contact details
  - Building Permit number and date of issue
4. The approval of this work shall lapse if the works are not commenced within 12 months of completed within 36 months after the date of this permit. It is the responsibility of the builder to arrange for the required final inspection of the works within this time otherwise additional fees and/or fines may be incurred.
5. The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation inspections and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer.
6. Building works must be undertaken in accordance with the Building Code of Australia, the Building Regulations 2018 and the Building Act 1993.
7. Municipal Council local laws covering hours of operation, noise, environmental protection, protection of public assets, and the like may apply with respect to the works. Council consents may be required in regard to local laws and may be required prior to the commencement of works. Prior to commencement of any works on site, the builder shall satisfy all relevant local laws and similar requirements of the relevant Municipal Council.
8. This approval does not have the effect of endorsing that the design complies with any restrictive covenant or any other encumbrance over the subject land. It is the owner's responsibility to ensure compliance with any covenant or encumbrance. Failure to comply with any relevant covenants/encumbrances could result in legal proceedings from other beneficiaries.
9. The builder must ensure all required existing exits and existing fire safety services throughout the building are maintained and operational.
10. A copy of the approved plans must be available on site while the building works are in progress.
11. Prior to commencement of relevant works, the builder shall apply to Council for any required site services permits including:-
  - cross-overs
  - street openings
  - stormwater connections
  - erecting hoardings, gantries or the like in the street

### **Boundary Projections by New Building Works:-**

12. Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundaries and street alignments.

### **Construction Gaps and Control Joints:-**

13. Manufacturers' product details and fire test certificates shall be supplied for approval by the relevant building surveyor prior to installation.
14. All control joints and construction gaps between masonry and/or concrete elements in fire rated walls shall be fire stopped with approved fire rated products.
15. Stitch plates shall be fire rated where forming part of the load bearing structure.

### **Council Consent Pursuant to Building Regulation 116(4):-**

16. As the hoardings, gantry, scaffolding or other precautions project beyond or over the street, Council Consent



Pursuant to Building Regulation 116 has been obtained.

17. These precautions form part of the approved works issued under this building permit and must be in place prior to the commencement of relevant works. Works must not commence until the Relevant Building Surveyor is satisfied the precautions are in place.

#### **Design Team Supervision :-**

18. In addition to the nominated mandatory inspections, the following registered design disciplines undertaking periodic inspections on site to determine whether the building is being built in general accordance with the approved documentation;
  - services engineers inclusive of electrical/mechanical/hydraulic
  - structural engineer
19. It is expected that upon completion of periodic inspections the registered practitioner will verify that they have carried out sufficient periodic visual and general compliance checks (to the extent possible), have identified any observable non-compliance with the approved documentation or relevant legislation, identified any matters that would prevent us forming a view that the building is suitable to occupy, verified that no design methodology changes have occurred from the approved documentation and verified that the building has been built in general compliance with the approved documentation.

#### **Electrical Services :-**

20. Artificial lighting must provided to comply with AS1680.0 - 2009.
21. Electrical switchboards located in corridor paths of travel to exits shall be enclosed in non-combustible or fire resistant enclosures with smoke sealed doors. Switchboards rated to IP52 or better satisfy this requirement.
22. Any switchgear supporting emergency equipment is to be separated from parts of a switchboard supporting non-emergency by metal partitions design to minimise the spread of fault from the non-emergency switchgear.
23. Electrical services must comply with BCA Energy Efficiency provisions. Verification of compliance for as-built electrical installations will be required at the completion of the project.
24. Provide emergency lighting over all steps, stairs and ramps and at the fire indicator panel.

#### **Fire Ratings of Structure:-**

25. All general concrete structure fire ratings shall achieve a 2 hour FRL minimum.
26. Structural steel columns and structural steel floor support beams, trusses and the like shall achieve a minimum 2 hour FRL unless approved otherwise by the project fire engineer.

#### **Fire Services During Construction:-**

27. Fire services shall be provided during construction in accordance with BCA Clause E1.9 as follows:-
  - a. Not less than one fire extinguisher to suit Class A, B and C fires and electrical fires, must be provided at all times on each storey adjacent to each required exit or temporary stairway or exit;
  - b. After the building has reached an effective height of 12m, required fire hydrants and fire hose reels except the 2 uppermost storeys

#### **Mechanical Services :-**

28. Air handling duct work must comply with the fire hazard properties as set out in AS 4254 parts 1 & 2. Provide test reports for duct work to be utilised.
29. Provide sub-contractor verification that all smoke exhaust fans are “high temperature” type and served by fire protected cabling and switchboards.

#### **Penetrations Sealing:-**

30. Manufacturers’ product details and a certificate verifying installation in accordance with fire tested prototypes from each relevant sub-contractor shall be supplied to the relevant building surveyor prior to the issue of an occupancy permit.
31. All services penetrations through fire rated elements shall be sealed with approved fire rated products. (Proprietary products, sealants, fire stopping mortar, etc.)
32. Smoke doors including smoke seals are to be installed as required by the fire engineering report.
33. All services penetrations through smoke resistant elements shall be sealed with approved products. (Proprietary products, sealants)

34. Manufacturer's product details and a certificate verifying that smoke sealing has been undertaken by each relevant sub-contractor shall be supplied to the Relevant Building Surveyor prior to the issue of an occupancy permit.
35. Penetrations through smoke walls shall be sealed to meet the performance requirements of the smoke walls.

**Planning Permits:-**

36. All conditions of the planning permit shall be complied with. Where the planning permit applies conditions that must be completed prior to commencement of the development, construction, or the like, such conditions must be completed prior to commencement of the development, relevant construction, etc as the case requires.
37. All works shall be undertaken in strict accordance with the relevant planning permit
38. Prior to commencement of relevant works, the builder shall consult with Council's Planning Department to confirm acceptance of any work which would differ from the planning permit documentation and endorsed drawings.
39. The work permitted by this Building Permit must be undertaken to maintain consistency with the Planning Permit, Planning Permit conditions and the endorsed plans.

**Precautions for Protection of the Public:-**

40. The Relevant Building Surveyor has determined that precautions for protection of the public are required.
41. The builder must not vary from the submitted precautions plan. Any alternative precautions for protection of the public must be submitted to the relevant building surveyor for approval.
42. Precautions for protection of the public shall not vary from the submitted Works Method Statement. The site shall have solid timber hoardings or fencing of all sections of the site which are open to the public space or adjacent private property.
43. Hoardings erected over 2.4m in height are to be signed off by a structural engineer upon installation and must not be connected to any parts of the existing building.

**Proprietary Manufactured Systems:-**

44. All proprietary manufactured systems are to be installed in accordance with the accredited manufacturers specifications for that system and remains the responsibility of the builder.
45. It is recommended that the builder seek manufacturers product installation inspections and confirmation from the supplier / manufacturer to confirm that the product / assembly has been installed in accordance with the manufacturers requirements.

**Roof Drainage System:-**

46. It is the builder's responsibility to ensure all areas are connected to a drainage system for disposal of surface water to an approved outfall to avoid water entering the building/adjoining building or causing damage to the building/adjoining building.
47. Stormwater drainage systems throughout the external areas shall be to AS3500 Part 3 requirements.
48. Provide a Compliance Certificate together with computations and details to demonstrate that downpipes, gutters and the general roof drainage system have been designed in accordance to AS3500 Part 3. All roofed projections over the boundary are to be drained to the legal point of discharge.

**Services within Fire Isolated Stairs:-**

49. Services not associated with or required to be located within the fire isolated stairs must not pass into or through the fire isolated stairwells or fire isolated exit passageways.

**Staged Building Permits:-**

50. Where a building permit has been given for the work to proceed in stages, the approval of the Building Surveyor must be obtained before proceeding to the next stage.

**Statutory Signage Requirements:-**

51. Builder and building surveyor registration and contact details and building permit number and date must be conspicuously displayed on site for the duration of works in a publicly accessible location.

### Structural Supervision:-

52. Where loadbearing precast concrete elements are proposed. A registered structural engineer is to periodically inspect the reinforcement within the factory prior to pouring. The engineer should inspect at least one of every type of element.
53. As part of an application for an Occupancy Permit and or request for Certificate of Final Inspection, the applicant shall submit site inspection report(s) undertaken by the projects supervising structural engineer(s), which demonstrates that the buildings structure has been periodically inspected and in the view of the engineer has been substantially constructed in accordance with the building permit documentation.

### Variations to Approved Documentation:-

54. No variation from or alteration of the approved plans or specification shall be made prior to obtaining written consent from the Relevant Building Surveyor.

### Certificates Required for Sign-off

The following documentation and certificates are required to be submitted to the relevant building surveyor at the completion of works:

Emergency Lighting and Exit Signage	Electrical contractor's compliance letter indicating that systems are completed, tested and operational in accordance with AS2293.1 & 2 and the Building Code of Australia.
Electrical Certificates	Provide Certificate of Electrical Safety for prescribed Electrical Installation Work.
Fire Safety Certificate - Emergency Lifts	Required Certificate
Fire Stopping - Plumbing	Separate verification required from plumbing subcontractor
Fire Stopping - Subcontractor Verification	Subcontractor verification that all control joints and services penetrations of fire resisting structural elements and smoke proof walls have been adequately sealed/fire stopped by means of a tested system.
Mechanical Ventilation and Airhandling Systems - Confirmation AS1668.2	Confirmation all fire and smoke dampers are installed and tested to AS1668.2 and located as per approved plans.
Electrical Certification	Electrical contractor compliance letter indicating that the installed electrical services comply with the approved drawings, the BCA and relevant Australian Standards.
Structural Supervision	Letter from Structural Engineer confirming inspection and compliance of all structural work.
Mechanical Ventilation and Airhandling Systems - Compliance Letter	Mechanical contractor compliance letter indicating that the installed mechanical services comply with the approved drawings and specifications, the BCA and relevant Australia Standards including AS1668.
Mechanical Ventilation and Airhandling Systems - Test Results	Provide carpark extraction and other supply air systems air flow test results to confirm compliance with design rates.
Fire Stopping - Electrical	Separate verification required from electrical subcontractor
Fire Stopping - Hydraulic	Separate verification required from hydraulic subcontractor
Fire Stopping - Mechanical	Separate verification required from mechanical subcontractor
Stormwater & Drainage	Written confirmation all roof drainage works have been designed and installed as per As3500.3.2 and connected as per council SWD requirements.
Fire Brigade OWS	Written confirmation Building Occupant Warning System (OWS) achieve the sound pressure as required in accordance with AS1670.1 and override any other PA function when in fire mode.
Acoustic Cowls	Written confirmation from contractor that all ensuite exhaust fan have acoustic cowl installed on the roof space to reduce noise level of the fans.
Building Permit Conditions	Written confirmation from the main building contractor that all conditions of building permits issued by the Relevant Building Surveyor and any building notices, orders or site instructions have been satisfied.

Emergency Communication System (PA System)	Written confirmation PA speakers (or OWS) achieve the sound pressure as required in accordance with AS1670.1 and override any other function when in fire mode.
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### Approved Documents

Electrical Plans & Specifications	Electrical Plans prepared by Power Light Electrical Specification
Hydraulic Plans & Specifications	Hydraulic Plans prepared by Modular Prefab Solutions Hydraulic Specification
Mechanical Plans & Specifications	Mechanical Plans Mechanical Specifications
Structural Plans & Specifications	Structural Plans prepared by Bonacci Structural (PT slabs) Plans prepared by Edge

### Other Documents

Application Form - Stage 2
BESTEC Preliminary Energy Rating Letter of Compliance
Certificate of Compliance (Electrical)
Certificate of Compliance (Hydraulic)
Certificate of Compliance (Structural) - Edge Consulting
Certificate of Compliance (Structural) - Meinhardt Bonacci
Certificate of Compliance (Structural)
Design Advice - FRL (Dudley St)
Electricity Supply Specification
FRL of Vertical Concrete Elements
Geotechnical Report
Part J5 Mechanical
Part J6 Electrical Energy Efficiency Report
Regulation 116 Report and Consent
Stormwater Drainage (Roof Calculations)
Structural Calculations
Wind Speed Report
Calculations
Service Penetrations Schedule
Structural Computations
*Application Form - Stage 1 (Amendment)
*Application Form - Stage 1
*Calculations
*Certificate of Compliance (Structural) - Bonacci
*Certificate of Compliance (Structural) - KPA Design
*Certificate of compliance (Structural)
*Combined Form 7's
*Drainage Calculation
*FEB Review (MFB)
*Geotechnical Report No. 95420.01 (Douglas Partners)
*Legal Point of Discharge

*Pressure and Flow (City West Water)
*Regulation 116 Report and Consent
*Site Survey-Context Plan
*Structural Computations - B&R Construction Group
*Structural Computations - Bonacci
*Summary OSD Design Report
*Temporary Hoarding Plan
*Title Documents
*Protection Work Notices
*Planning Permit Documents

*\*Indicates documentation sent with previous stage permit*

**Relevant Building Surveyor:**

Name: PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD  
Address: Level 5  
136 Exhibition Street, Melbourne VIC 3000  
Email: info@plpaust.com  
Building Practitioner Registration No.: CBSU58176

**Permit No.** CBSU58176/3265044917135/2

**Date of issue of permit:** 20 Aug 2021

**Designated Building Surveyor:**

**Name:** Socrates Capouleas

**Building Practitioner Registration No.** BS-U1557

**Signature:**



# BUILDING PERMIT

## (Stage 3: Facade)

### CBSU58176/6896284030250/3

**Project:** Construction of a New Mixed-Use Development

**Issued to**

**Owner/Agent of Owner:** Maxcon Constructions Pty Ltd

**ACN/ABN:** 152 259 820

**Postal Address:** 71 Flinders Lane  
MELBOURNE VIC 3000

**Email:** ramy@maxcon.net.au

**Address for service or giving of documents**

**Postal Address:** 71 Flinders Lane  
MELBOURNE VIC 3000

**Contact person:** Ramy Kozman

**Telephone:** 0413 576 333

**Ownership details**

**Owner** West Melbourne Investments Pty Ltd

**ACN/ABN** 621 969 935

**Postal address:** 881A High Street  
ARMADALE VIC 3142

**Email:** nicole@uaggroup.com.au

**Contact person:** Nicole Chow

**Telephone:** 9818 8818

**Property details**

<b>Address:</b>	45-55 Dudley Street, WEST MELBOURNE VIC 3003						
<b>Lot/s:</b>	189	<b>LP/PS:</b>	831067G	<b>Volume:</b>	11427	<b>Folio:</b>	239
<b>Crown allotment:</b>	15(Part), 16, 17(Part)	<b>Section:</b>	47	<b>Parish:</b>	Melbourne South	<b>County:</b>	Bourke
<b>Municipal District:</b>	Melbourne City Council						

**Builder**

**Company Name:** Maxcon Constructions Pty Ltd

**ACN/ARBN:** 152 259 820

**Building Practitioner Registration No.:** CCBU57530

**Postal address:** 71 Flinders Lane, MELBOURNE VIC 3000

**Telephone:** 9650 9580

This builder is specified under Section 24B(3) of the **Building Act 1993** for the building work to be carried out under this permit.

**Natural person for service of directions, notices and orders**

**Name:** Ramy Kozman  
**Postal address:** 71 Flinders Lane, MELBOURNE VIC 3000  
**Telephone:** 9650 9580

**Details of building practitioners or architect engaged to prepare documents for this permit**

Name	Category/Class	Registration No.
Stephen Rancic	Engineer (Structural/Civil)	PE0000588
Nicole Trumbull	Quantity Surveyor	QS65320
Battersby Chow Studio	Architect	51995
Maxcon Constructions Pty Ltd	Builder	CCBU57530

**Details of relevant planning permit**

**Planning Permit No.:** TP-2017-866  
**Date of grant of planning permit:** 21 Dec 2018

**Nature of building work**

New construction of a mixed-use development

<b>Storeys contained:</b>	27	<b>Rise in storeys (for Class 2-9 building only):</b>	25
<b>Effective height:</b>	76.97m	<b>Version of BCA applicable to permit:</b>	2016.1
<b>Type of Construction:</b>	A		

**Stage of building work permitted**

Stage 3: Facade

**Excluded Works:-**

The following works are excluded from the scope of this Building Permit:-

- All building work that does not form part of this staged building permit
- Barestone cladding building work does not form part of this staged building permit

**Total Cost of Project:** \$ 53,485,300.00  
**Cost of Stage 3 Building Work:** \$ 4,165,000.00  
**Total Cost of All Stages to Date:** \$ 32,265,000.00  
**(including this Stage 3)**

**Total Floor Area of New Building Work in m<sup>2</sup>:** 0m<sup>2</sup>

**Building classification:**

Part of Building	Building Class
Basement 2	7a
Basement 1	7a
Ground Level (1)	2, 6 & 7a
Levels 2 to 6	2
Level 7	2
Level 8	2
Levels 9 to 21	2
Level 22	2 & 9b
Levels 23 to 25	2
Roof	Ancillary (2)

**Performance Solution:-**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement		Details of performance solution
FP1.4	NCC Vol 1 Performance Sol - Part F	Weatherproofing of external walls

**Prescribed Reporting Authorities:-**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Prescribed reporting authority	Matter reported on or consented to	Regulation
Fire Rescue Victoria	E1.3 AS2419.1 Clause 3.2.3.1  To permit fire hydrant coverage to be achieved via the use of two lengths of hose (60m) for the following areas: <ul style="list-style-type: none"> <li>- Basement 1 Storage Cages</li> <li>- Ground Level</li> <li>- Loading Dock/Carpark Ramp</li> <li>- Switchroom, Comms Room &amp; Substation</li> <li>- Level 2 to Level 6 inclusive</li> <li>- Apartment Balconies</li> </ul>	129
Fire Rescue Victoria	E1.3 AS2419.1 Clause 7.3  To permit fire hydrant and sprinkler booster assembly to be located within 10m of the external wall of the building without the required shielding.	129
Fire Rescue Victoria	E1.3 AS2419.1 Clause 7.4  To permit the number of feed hydrants to be not equal to the number of boost connections within the booster assembly.	129
Fire Rescue Victoria	NCC Clause E1.3  To permit internal hydrants to serve levels other than the level on which they are located <ul style="list-style-type: none"> <li>- Split carpark levels (Levels B2 to B1)</li> <li>- Change in level between hydrant in stair and corridor outside stair (Level 2, Levels 23-25 inclusive)</li> </ul>	129
Fire Rescue Victoria	NCC Clause E1.3 and E1.5 AS2118.6 Clause 2.8.5  To permit the effective capacity of the AS2118.6 combined system fire water storage tank to be reduced to 2No. 40kL (total 80kL) in lieu of 2No. 60kL (total 120kL) as required by AS2118.6	129
Fire Rescue Victoria	NCC Clause E1.3 AS2419.1 Clause 4.1.2  To permit the installation of in-line water meter	129
Fire Rescue Victoria	NCC Clause E1.3 AS2419.1 Clause 6.4.2  To permit access to fire pump room via building front entry or carpark entry in lieu of directly via fire isolated stair/passageway.	129



Prescribed reporting authority	Matter reported on or consented to	Regulation
Fire Rescue Victoria	NCC Clause E1.3 AS2419.1 Clause 7.7 To permit the deletion of replay pump for buildings over 50m effective height.	129
Fire Rescue Victoria	NCC E1.3 AS2118.6 Clause 2.6.1 To permit the velocity in ring main to exceed 4m/s.	129
Fire Rescue Victoria	NCC E1.3 AS2118.6 Clause 2.6.1 To permit vertical sections of ring main pipe to be located with wholly separated fire rated shafts.	129
Fire Rescue Victoria	NCC E1.3 AS2118.6 Clause 2.6.2 To permit the pressure zone to be increased to 42.82m (stage 1) and 41.71m (stage 2) in lieu of 35m as required by code.	129
Fire Rescue Victoria	NCC E1.3 AS2304 Clause 5.1 To permit the fire water break tank to be installed with no clearance on 2 sides.	129
Fire Rescue Victoria	NCC E1.5 Clause 6 To permit the valves to not be accessed from outside, but located in the fire stair.	129
Fire Rescue Victoria	NCC Spec E1.8 Clause 8(b) To permit the fire control room to be accessed from a single path of travel via the front entrance and lobby of the building, in lieu of 2 paths of travel with one open directly to an open space.	129
Fire Rescue Victoria	NCC Spec E1.8, Clause 3 To permit fire control room to have an egress level change of greater than 300mm (approx. 450mm) to outside.	129
Fire Rescue Victoria	NCC Spec E1.8, Clause 4 To permit the reticulation of minor Level 2 plumbing drainage at high level within fire control room.	129
Melbourne City Council	Report and Consent	116

### Protection work

Protection work is required in relation to the building work proposed in this permit.

### Inspection requirements

The mandatory notification stages are:

- Inspection of framework, prior to lining
- Inspection of load-bearing, prior to lining
- Inspection at completion of work, prior to occupation (Issue Occupancy Certificate)

### Occupation or use of building

An occupancy permit is required prior to the occupation or use of this building.

## **Commencement and completion**

### **This building work must commence by 22 Aug 2022**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

### **This building work must be completed by 22 Feb 2025**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

## **Conditions**

This building permit is issued subject to the following conditions

### **General Conditions:-**

1. Effective 22nd March 2018 prescribed Aluminium Composite Panels & Expanded Polystyrene (EPS) are not permitted to be utilised in buildings of Type A construction.
2. Additional permits or approvals may need to be obtained under other Acts/Regulations prior to the commencement of the works.
3. Pursuant to Building Regulation 41 of the Building Regulations 2018, a copy of the following information must be displayed on the allotment in a conspicuous position accessible to the public for the duration of the building work to which this permit applies:-
  - Builder registration numbers and contact details
  - Relevant Building Surveyor registration number and contact details
  - Building Permit number and date of issue
4. The approval of this work shall lapse if the works are not commenced within 12 months of completed within 36 months after the date of this permit. It is the responsibility of the builder to arrange for the required final inspection of the works within this time otherwise additional fees and/or fines may be incurred.
5. The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation inspections and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer.
6. Building works must be undertaken in accordance with the Building Code of Australia, the Building Regulations 2018 and the Building Act 1993.
7. Municipal Council local laws covering hours of operation, noise, environmental protection, protection of public assets, and the like may apply with respect to the works. Council consents may be required in regard to local laws and may be required prior to the commencement of works. Prior to commencement of any works on site, the builder shall satisfy all relevant local laws and similar requirements of the relevant Municipal Council.
8. This approval does not have the effect of endorsing that the design complies with any restrictive covenant or any other encumbrance over the subject land. It is the owner's responsibility to ensure compliance with any covenant or encumbrance. Failure to comply with any relevant covenants/encumbrances could result in legal proceedings from other beneficiaries.
9. The builder must ensure all required existing exits and existing fire safety services throughout the building are maintained and operational.
10. A copy of the approved plans must be available on site while the building works are in progress.
11. Prior to commencement of relevant works, the builder shall apply to Council for any required site services permits including:-
  - cross-overs
  - street openings
  - stormwater connections
  - erecting hoardings, gantries or the like in the street

### **Boundary Projections by New Building Works:-**

12. Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundaries and street alignments.

**Construction Gaps and Control Joints:-**

13. Manufacturers' product details and fire test certificates shall be supplied for approval by the relevant building surveyor prior to installation.

**Council Consent Pursuant to Building Regulation 116(4):-**

14. As the hoardings, gantry, scaffolding or other precautions project beyond or over the street, Council Consent Pursuant to Building Regulation 116 has been obtained.
15. These precautions form part of the approved works issued under this building permit and must be in place prior to the commencement of relevant works. Works must not commence until the Relevant Building Surveyor is satisfied the precautions are in place.

**Curtain Wall Smoke Seals:-**

16. Curtain walling passing externally between storeys shall be smoke sealed at floor junctions to provide an effective smoke barrier between storeys

**Facades:-**

17. During the works the facade consultant is to under periodic inspections to verify assumptions during the design and verify that works are being undertaken in accordance with the approved drawings
18. The builder must arrange for field water testing to be carried out during cladding installation to AAMA 501 for all face sealed systems or as nominated in the FP1.4 Weatherproofing Performance Solution.
19. The location for hose testing shall be nominated by the Contractor within the design documents and approved by the Superintendent and Façade Engineer.

**Fire Services During Construction:-**

20. Fire services shall be provided during construction in accordance with BCA Clause E1.9 as follows:-
  - a. Not less than one fire extinguisher to suit Class A, B and C fires and electrical fires, must be provided at all times on each storey adjacent to each required exit or temporary stairway or exit;
  - b. After the building has reached and an effective height of 12m, required fire hydrants and fire hose reels except the 2 uppermost storeys

**Performance Solutions, RBS Determinations, BAB Determinations:-:-**

21. Performance Solutions, Dispensations and Building Appeals Board Determinations and Relevant Authority Consents apply with respect to this permit.. Conditions and requirements applicable in regard to these matters must be complied with in full.

**Planning Permits:-**

22. All conditions of the planning permit shall be complied with. Where the planning permit applies conditions that must be completed prior to commencement of the development, construction, or the like, such conditions must be completed prior to commencement of the development, relevant construction, etc as the case requires.
23. All works shall be undertaken in strict accordance with the relevant planning permit
24. Prior to commencement of relevant works, the builder shall consult with Council's Planning Department to confirm acceptance of any work which would differ from the planning permit documentation and endorsed drawings.
25. The work permitted by this Building Permit must be undertaken to maintain consistency with the Planning Permit, Planning Permit conditions and the endorsed plans.

**Precautions for Protection of the Public:-**

26. The Relevant Building Surveyor has determined that precautions for protection of the public are required.
27. The builder must not vary from the submitted precautions plan. Any alternative precautions for protection of the public must be submitted to the relevant building surveyor for approval.
28. Precautions for protection of the public shall not vary from the submitted Works Method Statement. The site shall have solid timber hoardings or fencing of all sections of the site which are open to the public space or adjacent private property.
29. Hoardings erected over 2.4m in height are to be signed off by a structural engineer upon installation and must not be connected to any parts of the existing building.

**Proprietary Manufactured Systems:-**

30. All proprietary manufactured systems are to be installed in accordance with the accredited manufacturers specifications for that system and remains the responsibility of the builder.

31. It is recommended that the builder seek manufacturers product installation inspections and confirmation from the supplier / manufacturer to confirm that the product / assembly has been installed in accordance with the manufacturers requirements.

**Statutory Signage Requirements:-**

32. Builder and building surveyor registration and contact details and building permit number and date must be conspicuously displayed on site for the duration of works in a publicly accessible location.

**Variations to Approved Documentation:-**

33. No variation from or alteration of the approved plans or specification shall be made prior to obtaining written consent from the Relevant Building Surveyor.

**Windows, Glass and Glazing:-**

34. Devices to restrict the opening of windows and window screens are to be capable of resisting an outward horizontal force of 250N.
35. Glass and glazing details (including glazed doors and partitions) shall comply fully with AS1288-2006 and AS2047. Provide certification of compliance at the completion of works.
36. Submit a Structural Engineer's Certificate scheduling glazing type, location and thickness and certifying that the glazing complies with AS1288 (2006).

**Certificates Required for Sign-off**

The following documentation and certificates are required to be submitted to the relevant building surveyor at the completion of works:

Glazing	Glazing contractor compliance letter indicating the glass has been installed in accordance with the approved drawings and specification and complies with AS1288 and AS2047 (as applicable). Applies to balustrading, doors, windows, screens, facades and miscellaneous glazing.
Structural Supervision	Letter from Structural Engineer confirming inspection and compliance of all structural work.
Acoustic Cowls	Written confirmation from contractor that all ensuite exhaust fans have acoustic cowl installed on the roof space to reduce noise level of the fans.
Fire Engineering Report	Written confirmation from the builder that all special requirements of the fire engineering report have been implemented to the satisfaction of the fire engineer.
Building Permit Conditions	Written confirmation from the main building contractor that all conditions of building permits issued by the Relevant Building Surveyor and any building notices, orders or site instructions have been satisfied.

**Approved Documents**

Other Drawing Type	Curtain Wall Shop Drawings Shop Drawings
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**Other Documents**

Application Form - Stage 3
Certificate of Compliance - Facade
EDGE - Advice - Curtain wall load
FP1.4 Report (Curtain & Window Wall)
FP1.4 Stamped Shop Drawings L2-L22 WW
Structural Calculations
Test Reports - Various
*Certificate of Compliance (Fire Service)
*Certificate of Compliance (Mechanical & Fire)

*FRV commentary on FEB
*HYENA Calcs Level 10 Residential
*HYENA Calcs Level 13 Stage 2 Most Favourable
*Reg 129 Report and Consent
*Certificate of Compliance (Structural)
*Structural Computations
*Geotechnical Report
*Application Form - Stage 2
*BESTEC Preliminary Energy Rating Letter of Compliance
*Certificate of Compliance (Electrical)
*Certificate of Compliance (Hydraulic)
*Certificate of Compliance (Structural) - Edge Consulting
*Certificate of Compliance (Structural) - Meinhardt Bonacci
*Certificate of Compliance (Structural)
*Design Advice - FRL (Dudley St)
*Electricity Supply Specification
*FRL of Vertical Concrete Elements
*Geotechnical Report
*Part J5 Mechanical
*Part J6 Electrical Energy Efficiency Report
*Regulation 116 Report and Consent
*Stormwater Drainage (Roof Calculations)
*Structural Calculations
*Wind Speed Report
*Calculations
*Service Penetrations Schedule
*Structural Computations
*Application Form - Stage 1 (Amendment)
*Application Form - Stage 1
*Calculations
*Certificate of Compliance (Structural) - Bonacci
*Certificate of Compliance (Structural) - KPA Design
*Certificate of compliance (Structural)
*Combined Form 7's
*Drainage Calculation
*FEB Review (MFB)
*Geotechnical Report No. 95420.01 (Douglas Partners)
*Legal Point of Discharge
*Pressure and Flow (City West Water)
*Regulation 116 Report and Consent
*Site Survey-Context Plan
*Structural Computations - B&R Construction Group
*Structural Computations - Bonacci
*Summary OSD Design Report
*Temporary Hoading Plan
*Title Documents
*Protection Work Notices

*\*Indicates documentation sent with previous stage permit*

**Relevant Building Surveyor:**

Name: PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD

Address: Level 5

136 Exhibition Street, Melbourne VIC 3000

Email: info@plpaust.com

Building Practitioner Registration No.: CBSU58176

**Permit No.** CBSU58176/6896284030250/3

**Date of issue of permit:** 22 Feb 2022

**Designated Building Surveyor:**

**Name:** Socrates Capouleas

**Building Practitioner** BS-U1557

**Registration No.**

**Signature:**



## BUILDING PERMIT (Stage 4: Architectural) CBSU58176/6547841678682/4

**Project:** Construction of a New Mixed-Use Development

**Issued to**

**Owner/Agent of Owner:** Maxcon Constructions Pty Ltd

**ACN/ABN:** 152 259 820

**Postal Address:** 71 Flinders Lane  
MELBOURNE VIC 3000

**Email:** ramy@maxcon.net.au

**Address for service or giving of documents**

**Postal Address:** 71 Flinders Lane  
MELBOURNE VIC 3000

**Contact person:** Ramy Kozman

**Telephone:** 0413 576 333

**Ownership details**

**Owner** West Melbourne Investments Pty Ltd

**ACN/ABN** 621 969 935

**Postal address:** 881A High Street  
ARMADALE VIC 3142

**Email:** nicole@uaggroup.com.au

**Contact person:** Nicole Chow

**Telephone:** 9818 8818

**Property details**

<b>Address:</b>	45-55 Dudley Street, WEST MELBOURNE VIC 3003						
<b>Lot/s:</b>	189	<b>LP/PS:</b>	831067G	<b>Volume:</b>	11427	<b>Folio:</b>	239
<b>Crown allotment:</b>	15(Part), 16, 17(Part)	<b>Section:</b>	47	<b>Parish:</b>	Melbourne South	<b>County:</b>	Bourke
<b>Municipal District:</b>	Melbourne City Council						

**Builder**

**Company Name:** Maxcon Constructions Pty Ltd

**ACN/ARBN:** 152 259 820

**Building Practitioner Registration No.:** CCBU57530 & CDBU60726

**Postal address:** 71 Flinders Lane, MELBOURNE VIC 3000

**Telephone:** 9650 9580

This builder is specified under Section 24B(3) of the **Building Act 1993** for the building work to be carried out under this permit.

**Natural person for service of directions, notices and orders**

**Name:** Ramy Kozman  
**Postal address:** 71 Flinders Lane, MELBOURNE VIC 3000  
**Telephone:** 9650 9580

**Details of building practitioners or architect engaged to prepare documents for this permit**

Name	Category/Class	Registration No.
Raghu Pendyala	Engineer (Structural/Civil)	PE0001829
Stephen Rancic	Engineer (Structural/Civil)	PE0000588
Nicole Trumbull	Quantity Surveyor	QS65320
DC8 Studio BCS	Architect	51995
Maxcon Constructions Pty Ltd	Builder	CCBU57530 & CDBU60726

**Details of relevant planning permit**

**Planning Permit No.:** TP-2017-866  
**Date of grant of planning permit:** 21 Dec 2018

**Nature of building work**

New construction of a mixed-use development

<b>Storeys contained:</b>	27	<b>Rise in storeys (for Class 2-9 building only):</b>	25
<b>Effective height:</b>	76.97m	<b>Version of BCA applicable to permit:</b>	2016.1
<b>Type of Construction:</b>	A		

**Stage of building work permitted**

Stage 4: Architectural

**Excluded Works:-**

The following works are excluded from the scope of this Building Permit:-

- All building work that does not form part of this staged building permit
- Pergola building works is excluded from this staged building permit

<b>Total Cost of Project:</b>	\$ 53,485,300.00
<b>Cost of Stage 4 Building Work:</b>	\$ 21,220,300.00
<b>Total Cost of All Stages to Date:</b> <b>(including this Stage 4)</b>	\$ 53,485,300.00

<b>Total Floor Area of New Building Work in m<sup>2</sup>:</b>	8015m <sup>2</sup>
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**Building classification:**

Part of Building	Building Class
Basement 2	7a
Basement 1	7a
Ground Level (1)	2, 6 & 7a
Levels 2 to 6	2
Level 7	2
Level 8	2
Levels 9 to 21	2
Level 22	2 & 9b
Levels 23 to 25	2
Roof	Ancillary (2)

**Performance Solution:-**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution	
JV3, JP1	NCC Vol 1 Performance Sol - Part BGHIJ	Energy Efficiency Verification Method - Section JV3 - Verification using a reference building.
C1.1, inter alia Specification C1.1, Clause C2.7	NCC Vol 1 Performance Sol - Part C	To permit a non-fire rated slab to curtain wall interface. Note fire resistant construction to extend to the edge of the facade system.
C2.14, CP2, CP8	NCC Vol 1 Performance Sol - Part C	To permit openings located within 3m of a fire source feature and not be protected in accordance with BCA Clause C3.4
C1.9, CP2	NCC Vol 1 Performance Sol - Part C	To permit the following variation to the requirements for non-combustible walls: <ul style="list-style-type: none"> <li>- Combustible elements within internal fire resistant walls, provided they comply with concessions permitted under BCA Clause C1.14 for external walls</li> <li>- Sarking within external walls, will must comply with BCA2019 DtS requirements i.e. flammability index of not more than 5.</li> <li>- Timber noggins within internal light gauge steel-framed fire resistant walls to support fixtures and fittings - Note these noggins must be installed to comply with either the CSR Plasterboard or Knauf fire resistant plasterboard technical literature specified to not impair the FRL of the wall (systems to be adopted consistent with the manufacturer of the fire resistant plasterboard sheeting used on the project).</li> </ul>
C3.9, CP2, CP8, DP5, EP2.2	NCC Vol 1 Performance Sol - Part C	To permit the installation of the test drain pipe serving the fire services to penetrate the fire isolated stairs.
C2.14, EP2.2	NCC Vol 1 Performance Sol - Part C	To permit the maximum length of public corridors without segregation by smoke doors to exceed 40m on levels 2 and 3 (up to 42m).
C1.1 inter alia Specification C1.1, CP1, CP2	NCC Vol 1 Performance Sol - Part C	Variations to fire resistant construction requirements: <ul style="list-style-type: none"> <li>- To permit a rationalisation of the FRLs to the car park, retail and ancillary storage areas on ground level to a maximum of 90 minutes</li> <li>- To permit a localised reduction in floor slab thickness in wet areas shower base (175mm minimum thickness excluding screed and tiling thicknesses)</li> </ul>

Relevant performance requirement		Details of performance solution
D3.1, inter alia AS1428.1, DP1, DP2	NCC Vol 1 Performance Sol - Part D	Non-compliant dead-end circulation space on level 02-22 as per clause 6.5.3 of AS1428.1, 2009.
D3.1, inter alia AS1428.1, DP1, DP2	NCC Vol 1 Performance Sol - Part D	Non-compliant door circulation including latchside clearance and reduced circulation space within smoke lobby throughout the building as per clause 6.5.3 and 13.3.2 of AS1428.1, 2009.
D3.2, AS1428.1 2009 DP1, DP2	NCC Vol 1 Performance Sol - Part D	Non-compliant gradient at the lobby entrance to 45 Dudley Street, West Melbourne.
D3.1, inter alia AS1428.1, DP1, DP2	NCC Vol 1 Performance Sol - Part D	Non-compliant handrail extensions on stairs as per AS1428.1, 2009 Section 11.
D2.17, D3.1, inter alia AS1428.1, DP1, DP2, DP4, DP5	NCC Vol 1 Performance Sol - Part D	Non-compliant handrails to emergency fire stairs as per NCC 2016 D2.17 and AS1428.1, 2009 Section 12.
D3.1, inter alia AS1428.1, DP1, DP2	NCC Vol 1 Performance Sol - Part D	Non-compliant ramp gradient to the end of trip facilities and BOH bin storage as per AS1428.1, 2009 Section 10.3
D3.1, inter alia AS1428.1, DP1, DP2	NCC Vol 1 Performance Sol - Part D	Non-continuous accessible path of travel to the small terrace from the residential gym as per AS1428.1, 2009 Clause 6.1 and NCC D2.15
D3.1, inter alia AS1428.1, DP1, DP2	NCC Vol 1 Performance Sol - Part D	Reduced circulation space and non-compliant door circulation to residential storage areas as per AS1428.1, 2009 Section 6 and 13.3.2.
D3.1, inter alia AS1428.1, DP1, DP2	NCC Vol 1 Performance Sol - Part D	Reduced circulation space to the sauna as per AS1428.1, 2009 Clause 6.5.3 and 13.3.2.
D3.1, inter alia AS1428.1, DP1, DP2	NCC Vol 1 Performance Sol - Part D	Reduced circulation space within the waste/bin chute rooms across all levels as per AS1428.1, 2009 Section 6.5 and 13.
D3.1, inter alia AS1428.1, DP1, DP2	NCC Vol 1 Performance Sol - Part D	To permit a reduced clear door width and non-compliant internal latchside clearance as per AS1428.1, 2009 Clause 13.2 and 13.3.2
D3.1, inter alia AS1428.1, DP1, DP2	NCC Vol 1 Performance Sol - Part D	To permit a reduced landing on the step ramp on the doorway leading to the terrace from the residential gym as per AS1428.1, 2009 Section 10.8.2 and 13.3.
DP4, EP2.2	NCC Vol 1 Performance Sol - Part D	To permit a single exit from the following areas: <ul style="list-style-type: none"> <li>- Split basement levels - n.b. considered a technicality as the basement levels are split (approx. 800mm-900mm different height level on east/west sides) - access to other exit stair available via travel on &lt; 1:12 steep ramp or communicating stair between split level</li> <li>- Rooftop plant</li> </ul>
D2.2, DP2(b)	NCC Vol 1 Performance Sol - Part D	To permit a variation to the re-entry provisions within a fire isolated exit serving a building in excess of 25m effective height.
D1.4, DP4, EP2.2	NCC Vol 1 Performance Sol - Part D	To permit distance of travel to an exit where a point of choice of exit is available to exceed 20m within the following areas: <ul style="list-style-type: none"> <li>- Basement car park - up to 25m in B2</li> <li>- Rooftop - up to 25m</li> </ul>

Relevant performance requirement		Details of performance solution
D3.1, D3.3, inter alia AS1428.1, DP1, DP2, DP4	NCC Vol 1 Performance Sol - Part D	To permit non-compliant stairs with smoke lobbies as per AS1428.1, 2009 Section 11
D2.4, DP5, EP2.2	NCC Vol 1 Performance Sol - Part D	To permit rising and descending branches of a stair to be contained within the same shaft without segregation.
D1.4, DP4, EP2.2	NCC Vol 1 Performance Sol - Part D	To permit the distance of travel to an exit where a point of choice of exit is available within the residential levels to exceed 6m: <ul style="list-style-type: none"> <li>- 18m - Levels 2-6</li> <li>- 9m - Levels 7-21</li> </ul>
D2.20, DP2(b)	NCC Vol 1 Performance Sol - Part D	To permit the exit door serving the external plant access on Level 4 to swing against the direction of egress.
D2.20, DP2(b)	NCC Vol 1 Performance Sol - Part D	To permit the exit door serving the retail tenancy to swing against the direction of egress
D1.7, DP5, EP2.2	NCC Vol 1 Performance Sol - Part D	To permit the fire isolated stairways to discharge internally in lieu of discharging directly to open space connected to the road/open space
D1.5, DP4, EP2.2	NCC Vol 1 Performance Sol - Part D	To permit the maximum distance of travel between exits within the basement 1 level to exceed 60m (65m)
E1.4, EP1.1	NCC Vol 1 Performance Sol - Part E	To permit fire hose reels to be located more than 4m from exits within the basement car park levels.
E1.5, EP1.4	NCC Vol 1 Performance Sol - Part E	To permit isolated variations from the sprinkler protection provisions associated with the following areas: <ul style="list-style-type: none"> <li>- The top of the lift shaft - note AS1670.1 thermal detector to be located at the top of the shaft in lieu of a sprinkler head</li> <li>- Full-height shower enclosures within bathrooms (note bathrooms will have sprinkler coverage).</li> </ul>
E2.2, EP1.4	NCC Vol 1 Performance Sol - Part E	To permit the deletion of the requirement to provide stair pressurisation to fire isolated exits - n.b. smoke lobbies are required to be provided to protect these stairs in lieu.
E4.9, EP2.1, EP4.3	NCC Vol 1 Performance Sol - Part E	To permit the deletion of the requirements to provide Warden Intercom Points to the SSISEP - Note fire brigade communication facilities to comply with MFESB (FRV) Guideline 01.
E1.4, EP1.1	NCC Vol 1 Performance Sol - Part E	To permit the use of portable fire extinguishers in accordance with BCA Clause E1.6 within the ground level retail tenancy and private gymnasium on Level 22 in lieu of fire hose reels.
F1.11, FP1.6	NCC Vol 1 Performance Sol - Part F	To permit the deletion of fall in the floor of bathrooms with the provision of a raised threshold at the door and overflow to basins and bathtubs.
FP1.4	NCC Vol 1 Performance Sol - Part F	Weatherproofing of external walls

### Prescribed Reporting Authorities:-

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Prescribed reporting authority	Matter reported on or consented to	Regulation
Fire Rescue Victoria	E1.3 AS2419.1 Clause 3.2.3.1  To permit fire hydrant coverage to be achieved via the use of two lengths of hose (60m) for the following areas: <ul style="list-style-type: none"> <li>- Basement 1 Storage Cages</li> <li>- Ground Level</li> <li>- Loading Dock/Carpark Ramp</li> <li>- Switchroom, Comms Room &amp; Substation</li> <li>- Level 2 to Level 6 inclusive</li> <li>- Apartment Balconies</li> </ul>	129
Fire Rescue Victoria	E1.3 AS2419.1 Clause 7.3  To permit fire hydrant and sprinkler booster assembly to be located within 10m of the external wall of the building without the required shielding.	129
Fire Rescue Victoria	E1.3 AS2419.1 Clause 7.4  To permit the number of feed hydrants to be not equal to the number of boost connections within the booster assembly.	129
Fire Rescue Victoria	NCC Clause E1.3  To permit internal hydrants to serve levels other than the level on which they are located: <ul style="list-style-type: none"> <li>- Split carpark levels (Levels B2 to B1)</li> <li>- Change in level between hydrant in stair and corridor outside stair (Level 2, Levels 23-25 inclusive)</li> </ul>	129
Fire Rescue Victoria	NCC Clause E1.3 and E1.5 AS2118.6 Clause 2.8.5  To permit the effective capacity of the AS2118.6 combined system fire water storage tank to be reduced to 2No. 40kL (total 80kL) in lieu of 2No. 60kL (total 120kL) as required by AS2118.6	129
Fire Rescue Victoria	NCC Clause E1.3 AS2419.1 Clause 4.1.2  To permit the installation of in-line water meter	129
Fire Rescue Victoria	NCC Clause E1.3 AS2419.1 Clause 6.4.2  To permit access to fire pump room via building front entry or carpark entry in lieu of directly via fire isolated stair/passageway.	129
Fire Rescue Victoria	NCC Clause E1.3 AS2419.1 Clause 7.7  To permit the deletion of replay pump for buildings over 50m effective height.	129
Fire Rescue Victoria	NCC E1.3 AS2118.6 Clause 2.6.1  To permit the velocity in ring main to exceed 4m/s.	129
Fire Rescue Victoria	NCC E1.3 AS2118.6 Clause 2.6.1  To permit vertical sections of ring main pipe to be located with wholly separated fire rated shafts.	129

Prescribed reporting authority	Matter reported on or consented to	Regulation
Fire Rescue Victoria	NCC E1.3 AS2118.6 Clause 2.6.2 To permit the pressure zone to be increased to 42.82m (stage 1) and 41.71m (stage 2) in lieu of 35m as required by code.	129
Fire Rescue Victoria	NCC E1.3 AS2304 Clause 5.1 To permit the fire water break tank to be installed with no clearance on 2 sides.	129
Fire Rescue Victoria	NCC E1.5 Clause 6 To permit the valves to not be accessed from outside, but located in the fire stair.	129
Fire Rescue Victoria	NCC Spec E1.8 Clause 8(b) To permit the fire control room to be accessed from a single path of travel via the front entrance and lobby of the building, in lieu of 2 paths of travel with one open directly to an open space.	129
Fire Rescue Victoria	NCC Spec E1.8, Clause 3 To permit fire control room to have an egress level change of greater than 300mm (approx. 450mm) to outside.	129
Fire Rescue Victoria	NCC Spec E1.8, Clause 4 To permit the reticulation of minor Level 2 plumbing drainage at high level within fire control room.	129
Melbourne City Council	Report and Consent	116

### Protection work

Protection work is required in relation to the building work proposed in this permit.

### Inspection requirements

The mandatory notification stages are:

- Inspection of framework, prior to lining
- Inspection of load-bearing and roof framework, prior to lining
- Inspection of fire and smoke resisting building element (Reg 172)
- Inspection of the fire protection method of each type of service penetration to any fire or smoke resistant building element (one per level)
- Inspection at completion of work, prior to occupation (Issue Occupancy Certificate)

### Occupation or use of building

An occupancy permit is required prior to the occupation or use of this building.

### Commencement and completion

#### **This building work must commence by 04 Jul 2023**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

#### **This building work must be completed by 04 Jul 2025**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

## Conditions

This building permit is issued subject to the following conditions

### General Conditions:-

1. Effective 22nd March 2018 prescribed Aluminium Composite Panels & Expanded Polystyrene (EPS) are not permitted to be utilised in buildings of Type A construction.
2. Additional permits or approvals may need to be obtained under other Acts/Regulations prior to the commencement of the works.
3. Pursuant to Building Regulation 41 of the Building Regulations 2018, a copy of the following information must be displayed on the allotment in a conspicuous position accessible to the public for the duration of the building work to which this permit applies:-
  - Builder registration numbers and contact details
  - Relevant Building Surveyor registration number and contact details
  - Building Permit number and date of issue
4. The approval of this work shall lapse if the works are not commenced within 12 months of completed within 36 months after the date of this permit. It is the responsibility of the builder to arrange for the required final inspection of the works within this time otherwise additional fees and/or fines may be incurred.
5. The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation inspections and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer.
6. Building works must be undertaken in accordance with the Building Code of Australia, the Building Regulations 2018 and the Building Act 1993.
7. Municipal Council local laws covering hours of operation, noise, environmental protection, protection of public assets, and the like may apply with respect to the works. Council consents may be required in regard to local laws and may be required prior to the commencement of works. Prior to commencement of any works on site, the builder shall satisfy all relevant local laws and similar requirements of the relevant Municipal Council.
8. This approval does not have the effect of endorsing that the design complies with any restrictive covenant or any other encumbrance over the subject land. It is the owner's responsibility to ensure compliance with any covenant or encumbrance. Failure to comply with any relevant covenants/encumbrances could result in legal proceedings from other beneficiaries.
9. The builder must ensure all required existing exits and existing fire safety services throughout the building are maintained and operational.
10. A copy of the approved plans must be available on site while the building works are in progress.
11. Prior to commencement of relevant works, the builder shall apply to Council for any required site services permits including:-
  - cross-overs
  - street openings
  - stormwater connections
  - erecting hoardings, gantries or the like in the street

### Acoustic Report:-

12. An acoustic report applies to these works and must be complied with in full and remains the responsibility of the builder. Certification is required from the main contractor responsible for all acoustic lagging and insulation to confirm installation has been undertaken as per the acoustic report and approved plans. The builder is to provide a signed statement confirming compliance with the report

### Additional Conditions:-

13. WT7 is to be fire rated as it separates an apartment from an adjoining balcony on lower levels only at front. Amend documentation to demonstrate compliance accordingly. Refer to plans A1411 & A1415.

### Architectural Components:-

14. Architectural components such as non-load bearing walls, partitions and suspended ceilings are to be designed to resist seismic actions as detailed in AS 1170.4 Section 8.0 (excluding components exempted by clause 8.1.4 (b)(xviii)). Provide details of the methods to be utilised, computations and regulation 126 certificate verifying compliance.

### **Boundary Projections by New Building Works:-**

15. Approval is conditional upon no unauthorised encroachment of any part of the work and/or building beyond the allotment boundaries and street alignments.

### **Construction Gaps and Control Joints:-**

16. Manufacturers' product details and fire test certificates shall be supplied for approval by the relevant building surveyor prior to installation.

### **Council Consent Pursuant to Building Regulation 116(4):-**

17. As the hoardings, gantry, scaffolding or other precautions project beyond or over the street, Council Consent Pursuant to Building Regulation 116 has been obtained.
18. These precautions form part of the approved works issued under this building permit and must be in place prior to the commencement of relevant works. Works must not commence until the Relevant Building Surveyor is satisfied the precautions are in place.

### **Fire Services During Construction:-**

19. Fire services shall be provided during construction in accordance with BCA Clause E1.9 as follows:-
  - a. Not less than one fire extinguisher to suit Class A, B and C fires and electrical fires, must be provided at all times on each storey adjacent to each required exit or temporary stairway or exit
  - b. After the building has reached an effective height of 12m, required fire hydrants and fire hose reels except the 2 uppermost storeys

### **Gas & Hydraulic Installations:-**

20. Combustible surfaces closer than 200mm from the periphery of a gas burner in kitchens or the like shall be adequately protected in accordance with the requirements of the Gas Safety Regulations, AS5601 – Gas Installation, and Energy Safe Victoria – Gas Information Sheet No. 25. (The latter document is available at <http://www.esv.gov.au>.) Domestic freestanding cookers with inbuilt splash backs do not require protection from a rear combustible wall.

Combustible surfaces include:

- Reconstituted stone with resin binders
- Plasterboard (paper faced)

Acceptable means of protection include:

- 5mm ceramic tiles
- Glass splash-backs, if wall behind is fire resistant, and the glass is suitable for the application
- Stainless Steel if wall is fire resistant or adequately protected

### **Lift Services:-**

21. Provide a certificate verifying that lift doors
  - comply with AS1735.11
  - achieve an FRL of -/60/- (or -/120/120 if emergency lift)
  - set to remain closed except when discharging or receiving passengers
22. Provide data sheets for all lift car finishes to demonstrate compliance with AS1735.2 early fire hazard indice requirements
23. Provide test certificate demonstrating that materials used as
  - floor linings within the lift have a critical radiant flux not less than 2.2; and
  - wall and ceiling linings within the lift have a Group 1 or Group 2 rating in accordance with AS 5637.1

### **Penetrations Sealing:-**

24. All services penetrations through fire rated elements shall be sealed with approved fire rated products. (Proprietary products, sealants, fire stopping mortar, etc.)
25. All services penetrations through smoke resistant elements shall be sealed with approved products. (Proprietary products, sealants)
26. Penetrations through smoke walls shall be sealed to meet the performance requirements of the smoke walls.

### **Performance Solutions, RBS Determinations, BAB Determinations:-:-**

27. Performance Solutions, Dispensations and Building Appeals Board Determinations and Relevant Authority Consents apply with respect to this permit.. Conditions and requirements applicable in regard to these matters must be complied with in full.

**Planning Permits:-**

28. All conditions of the planning permit shall be complied with. Where the planning permit applies conditions that must be completed prior to commencement of the development, construction, or the like, such conditions must be completed prior to commencement of the development, relevant construction, etc as the case requires.
29. All works shall be undertaken in strict accordance with the relevant planning permit.
30. Prior to commencement of relevant works, the builder shall consult with Council's Planning Department to confirm acceptance of any work which would differ from the planning permit documentation and endorsed drawings.
31. The work permitted by this Building Permit must be undertaken to maintain consistency with the Planning Permit, Planning Permit conditions and the endorsed plans.

**Precautions for Protection of the Public:-**

32. The Relevant Building Surveyor has determined that precautions for protection of the public are required.
33. The builder must not vary from the submitted precautions plan. Any alternative precautions for protection of the public must be submitted to the relevant building surveyor for approval.
34. Precautions for protection of the public shall not vary from the submitted Works Method Statement. The site shall have solid timber hoardings or fencing of all sections of the site which are open to the public space or adjacent private property.
35. Hoardings erected over 2.4m in height are to be signed off by a structural engineer upon installation and must not be connected to any parts of the existing building.

**Proprietary Manufactured Systems:-**

36. All proprietary manufactured systems are to be installed in accordance with the accredited manufacturers specifications for that system and remains the responsibility of the builder.
37. It is recommended that the builder seek manufacturers product installation inspections and confirmation from the supplier / manufacturer to confirm that the product / assembly has been installed in accordance with the manufacturers requirements.

**Statutory Signage Requirements:-**

38. Builder and building surveyor registration and contact details and building permit number and date must be conspicuously displayed on site for the duration of works in a publicly accessible location.

**Variations to Approved Documentation:-**

39. No variation from or alteration of the approved plans or specification shall be made prior to obtaining written consent from the Relevant Building Surveyor.

**Windows, Glass and Glazing:-**

40. Devices to restrict the opening of windows and window screens are to be capable of resisting an outward horizontal force of 250N.
41. Glass and glazing details (including glazed doors and partitions) shall comply fully with AS1288-2006 and AS2047. Provide certification of compliance at the completion of works.
42. Submit a Structural Engineer's Certificate scheduling glazing type, location and thickness and certifying that the glazing complies with AS1288 (2006).



## Certificates Required for Sign-off

The following documentation and certificates are required to be submitted to the relevant building surveyor at the completion of works:

Fire Doors, Fire Rated Access Panels	Certificate of Compliance to AS1905.
Fire Safety Certificate - Emergency Lifts	Required Certificate
Fire Safety Certificate - Fire Isolated Stairs	Required Certificate
Fire Safety Certificate - Lightweight Construction	Required Certificate
Fire Safety Certificate - Smoke Doors	Required Certificate
Fire Stopping - Plumbing	Separate verification required from plumbing subcontractor
Fire Stopping - Subcontractor Verification	Subcontractor verification that all control joints and services penetrations of fire resisting structural elements and smoke proof walls have been adequately sealed/fire stopped by means of a tested system.
Energy Efficiency Measures & Building Fabric	Builder to provide compliance letter verifying all requirements of the Section J report for Building Fabric (thermal insulation and glass) and Building services have been installed in accordance with the approved documents and Part J of the BCA including a detail list of all materials and insulating products used.
Lift Installations - Certification Fire Resistance	Certification of fire resistance levels, and AS1905 compliance, for lift landing doors and frames.
Lift Installations - Commissioning Reports	Commissioning reports and compliance certificates for lift installations per AS1735.2 and O H and S legislation and for access for people with a disability.
Acoustics Wall Systems	Compliance letter from the plastering and/or insulation contractor confirming all acoustic walls and floors have been installed and insulated as per the approved documents.
Glazing	Glazing contractor compliance letter indicating the glass has been installed in accordance with the approved drawings and specification and complies with AS1288 and AS2047 (as applicable). Applies to balustrading, doors, windows, screens, facades and miscellaneous glazing.
Water Proofing	Written confirmation/certificate from contractor that all wet areas have been waterproofed in accordance with AS3740, including manufacturers details and warranties of proprietary systems used as applicable.
Lift Installations - Compliance Letter	Lift contractor to provide a compliance letter verifying the lift comply with the approved drawings and specification and complies with the BCA with respect to the measures outlined for Emergency Lifts and Accessibility Features.
Fire Hazard Properties	Provide the fire hazard test reports from the manufacturers for all floor linings to comply with BCA Spec C1.10.
Balustrades	Provide structural design document (including Reg 122 Certificate of Compliance - Design), computation and drawings for structural balustrade.
Fire Stopping - Electrical	Separate verification required from electrical subcontractor
Fire Stopping - Fire Sprinkler	Separate verification required from fire sprinkler subcontractor
Fire Stopping - Hydraulic	Separate verification required from hydraulic subcontractor
Fire Stopping - Mechanical	Separate verification required from mechanical subcontractor
Smoke Walls	Written certification (or letter) from the relevant contractor advising all smoke walls are fully smoke sealed to the underside of the roof covering including all penetrations in accordance with BCA Spec C2.5 and C3.4
Acoustic Cowls	Written confirmation from contractor that all ensuite exhaust fan have acoustic cowl installed on the roof space to reduce noise level of the fans.

Fire Engineering Report	Written confirmation from the builder that all special requirements of the fire engineering report have been implemented to the satisfaction of the fire engineer.
Building Permit Conditions	Written confirmation from the main building contractor that all conditions of building permits issued by the Relevant Building Surveyor and any building notices, orders or site instructions have been satisfied.
Dry Wall (General)	Written declaration from the builder or relevant subcontractor that the building has been constructed in accordance with the approved plans and specifications covering lightweight or dry wall fire/shafts resistant construction.

### Approved Documents

Architectural Plans & Specifications	Architectural Plans prepared by DC8 Studio Architectural Schedules
Working Drawings	Balustrade Plans prepared by Aluline Pergola Plans prepared by Facadex Stairmaster Plans prepared by BEE Engineering

### Other Documents

Application Form - Stage 4
Certificate of Compliance (Balustrade Design)
Fire Engineering Report No. P7849 (Lake Young & Associates)
Tested Internal Fire Rated Wall Systems
Acoustic Report
Balustrade Plans
Building Products & Materials
Performance Solutions
Section J Report (Residential and Common Areas)
Seismic - Partition Wall Details
*AECOM Weatherproofing Assessment
*Certificate of Conformity
*Fire Assessment Report
*Data Sheets
*Fire Engineering Report
*Application Form - Stage 3
*Certificate of Compliance - Facade
*EDGE - Advice - Curtain wall load
*FP1.4 Report (Curtain & Window Wall)
*FP1.4 Stamped Shop Drawings L2-L22 WW
*Structural Calculations
*Test Reports - Various
*Certificate of Compliance (Fire Service)
*Certificate of Compliance (Mechanical & Fire)
*FRV commentary on FEB
*HYENA Calcs Level 10 Residential
*HYENA Calcs Level 13 Stage 2 Most Favourable
*Reg 129 Report and Consent
*Certificate of Compliance (Structural)

*Structural Computations
*Geotechnical Report
*Application Form - Stage 2
*BESTEC Preliminary Energy Rating Letter of Compliance
*Certificate of Compliance (Electrical)
*Certificate of Compliance (Hydraulic)
*Certificate of Compliance (Structural) - Edge Consulting
*Certificate of Compliance (Structural) - Meinhardt Bonacci
*Certificate of Compliance (Structural)
*Design Advice - FRL (Dudley St)
*Electricity Supply Specification
*FRL of Vertical Concrete Elements
*Geotechnical Report
*Part J5 Mechanical
*Part J6 Electrical Energy Efficiency Report
*Regulation 116 Report and Consent
*Stormwater Drainage (Roof Calculations)
*Structural Calculations
*Wind Speed Report
*Calculations
*Service Penetrations Schedule
*Structural Computations
*Application Form - Stage 1 (Amendment)
*Application Form - Stage 1
*Calculations
*Certificate of Compliance (Structural) - Bonacci
*Certificate of Compliance (Structural) - KPA Design
*Certificate of compliance (Structural)
*Combined Form 7's
*Drainage Calculation
*FEB Review (MFB)
*Geotechnical Report No. 95420.01 (Douglas Partners)
*Legal Point of Discharge
*Pressure and Flow (City West Water)
*Regulation 116 Report and Consent
*Site Survey-Context Plan
*Structural Computations - B&R Construction Group
*Structural Computations - Bonacci
*Summary OSD Design Report
*Temporary Hoarding Plan
*Title Documents
*Protection Work Notices
*Planning Permit Documents

***\*Indicates documentation sent with previous stage permit***

**Relevant Building Surveyor:**

Name: PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD  
Address: Level 5  
136 Exhibition Street, Melbourne VIC 3000  
Email: info@plpaust.com  
Building Practitioner Registration No.: CBSU58176

**Permit No.** CBSU58176/6547841678682/4

**Date of issue of permit:** 04 Jul 2022

**Designated Building Surveyor:**

**Name:** Socrates Capouleas

**Building Practitioner Registration No.** BS-U1557

**Signature:**



# PLANNING PERMIT



GPO Box 1603  
Melbourne VIC 3001  
Phone 61 3 9658 9658  
Email [planning@melbourne.vic.gov.au](mailto:planning@melbourne.vic.gov.au)  
[www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)


<b>PERMIT NO.</b>	<b>TP-2017-866</b>
<b>PLANNING SCHEME</b>	Melbourne Planning Scheme
<b>RESPONSIBLE AUTHORITY</b>	Melbourne City Council
<b>ADDRESS OF THE LAND</b>	Flagstaff City Inn, 45-55 Dudley Street, WEST MELBOURNE VIC 3003
<b>THE PERMIT ALLOWS</b>	Construction of a multi-storey building comprising of residential apartments, a residential hotel and offices, alteration of access to a road and a reduction in the statutory car parking requirements in accordance with the endorsed plans.

**This permit is issued in accordance with the Victorian Civil and Administrative Tribunal's order dated 19 December 2018, pursuant to Section 85(1) of the Planning and Environment Act 1987.**

## **THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT.**

### **Amended Plans**

1. Prior to the commencement of the use and development (excluding demolition) an electronic copy of plans, drawn to scale must be submitted to the Responsible Authority generally in accordance with the plans prepared by Bird de la Coeur Architects, Drawing Nos. TP00, TP01, TP10.10, TP11B4- TP11B1, TP11.01- TP11.04, TP11.21, TP11.22, TP11.24, TP11.ORA, TP11. ORB, TP20-TP24, TP30, TP50.01 and TP50.02 all Revision 3 dated 2 October 2018 but amended to show:
  - a) Details of the plinth and planters to create a continuous building line at Ground Floor level of the building adjacent to Dudley Street.
  - b) The existing 'yellow-line box' marking the existing bus stopping area, correctly annotated as bus stop.
  - c) The location of all external plant equipment, including air conditioner units, and details of screening proposed to limit views from public roads.
  - d) Location of satellite dishes, antennae and other external service facilities.
  - e) Any changes as required by the Tree Protection Management Plan required by condition 32.
  - f) Any changes as required by the Sustainability Management Plan required by condition 13.
  - g) Any changes as required by the Waste Management Plan required by condition 34.
  - h) Any changes as required by the Wind Tunnel Report required by condition 17.
  - i) The provision of two motorcycle parking spaces within the basement levels.
  - j) Relocation of the proposed accessible car space on basement Level 1 to a location north of the east west access ramp to be closer to the lobbies.

<b>Date Issued: 21 December 2018</b>	<b>Signature of the Responsible Authority</b> 
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Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

- k) Provision of windows to the bedrooms to the hotel rooms on Level 3 that abut the western boundary.
- l) Clarification of access to the roof garden/ plant level.
- m) Privacy screening to the south facing terrace at level 7 to limit views to the south and the level 5 terrace.
- n) Storage for all dwellings in accordance with Clause 58.05-4.

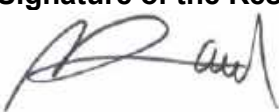
These amended plans must be to the satisfaction of the Responsible Authority and when approved shall be the endorsed plans of this permit.

**Layout not altered and satisfactory completion**

- 2. The development and land use as shown on the endorsed plans must not be altered or modified without the prior written consent of the Responsible Authority.
- 3. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.
- 4. Prior to the occupation of the development hereby approved, all buildings and works required by this permit must be completed to the satisfaction of the Responsible Authority.

**Façade Strategy**

- 5. Before the development starts, excluding demolition, bulk excavation and basement works, a Façade Strategy must be submitted to and be to the satisfaction of the Responsible Authority. When approved this will form part of the endorsed plans. All materials, finishes and colours must be in conformity with the approved Façade Strategy to the satisfaction of the Responsible Authority.
  - a) A concise description by the architect of the building design concept and how the façade works to achieve this.
  - b) A schedule of colours, materials and finishes, including the colour, type and quality of materials showing their application and appearance. This can be demonstrated in coloured elevations or renders from key viewpoints, to show the materials and finishes linking them to a physical sample board with clear coding.
  - c) Elevation details generally at a scale of 1:50 illustrating typical podium details, entries and doors, typical privacy screening and utilities, typical tower detail, and any special features which are important to the building's presentation.
  - d) Cross sections or other method of demonstrating the façade systems, including fixing details indicating junctions between materials and significant changes in form and/or material.
  - e) Information about how the façade will be accessed and maintained and cleaned, including planting where proposed.
  - f) Example prototypes and/or precedents that demonstrate the intended design outcome indicated plans and perspective images to produce a high quality built outcome in accordance with the design concept.
- 6. Except with the written consent of the Responsible Authority, all external glazing must be of a type that does not reflect more than 20% of visible light when measured at an angle of incidence normal to the glass surface.

<p><b>Date Issued: 21 December 2018</b></p>	<p><b>Signature of the Responsible Authority</b></p> 
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Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

## Building Appurtenances and Services

7. All building plant and equipment on the roofs, balcony areas and common areas are to be concealed to the satisfaction of the Responsible Authority. The construction of any additional plant machinery equipment, including but not limited to air-conditioning equipment, ducts, flues, all exhausts including car parking and communications equipment, shall be to the satisfaction of the Responsible Authority.
8. Any satellite dishes, antennae or similar structures associated with the development must be designed and located at a single point in the development to the satisfaction of the Responsible Authority, unless otherwise approved to the satisfaction of the Responsible Authority.
9. Mailboxes and newspaper receptacles must be provided prior to the occupation of the development, including an additional mailbox for the body corporate if and when the development is subdivided, to the satisfaction of the Responsible Authority.
10. All service pipes, apart from roof down pipes, must be concealed from the view of a person at ground level within common areas, public thoroughfares and adjoining properties.

## Landscaping

11. Before the development starts, excluding demolition, bulk excavation and basement works, a detailed landscape plan prepared by a suitably qualified landscape architect must be submitted and approved by the Responsible Authority. This plan must include:
  - a) How the project responds to water sensitive urban design principles and type of irrigation systems to be used.
  - b) Planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant.This landscape plan must be to the satisfaction of the Responsible Authority and when approved shall form a part of the endorsed plans of this permit.
12. Before the development is occupied, landscaping as shown on the endorsed landscape plan/s must be carried out and completed to the satisfaction of the Responsible Authority. All landscaping works shown on the endorsed landscape plan/s must be maintained and any dead, diseased or damaged plants replaced, all to the satisfaction of the Responsible Authority.

## Environmentally Sustainable Design

13. Concurrent with the submission of plans for endorsement under Condition 1, an amended Sustainability Management Plan (SMP) must be submitted and approved by the Responsible Authority. The SMP must be generally in accordance with the Sustainability Management Plan prepared by Ark Resources and dated 2 March 2018 but modified to reflect the plans in Condition 1.
14. The performance outcomes specified in the endorsed Sustainability Management Plan approved in Condition 13 must be implemented prior to occupancy at no cost to the City of Melbourne and be to the satisfaction of the Responsible Authority.
15. Any change during detailed design, which affects the approach of the endorsed Sustainability Management Plan approved in Condition 13, must be assessed by an accredited professional. The revised statement must be endorsed by the Responsible Authority prior to the commencement of construction.

**Date Issued: 21 December 2018**

**Signature of the Responsible Authority**



Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

16. Within six months of the occupation of the development, a report from the author of the Sustainability Management Plan (SMP) must be provided to the satisfaction of the Responsible Authority, which details designed initiatives implemented within the completed development that achieve the performance outcomes specified in the endorsed SMP.

### Wind Tunnel Report

17. Concurrent with the submission of plans for endorsement under Condition 1, wind tests carried out by a suitably qualified consultant must be carried out on a model of the approved building; as recommended by MEL Consultants, in their Desktop Environmental Wind Assessment, dated 28 February 2018.

A report detailing the outcome of the testing must be submitted to and be to the satisfaction of the Responsible Authority. The report must also recommend any modifications which must be made to the design of the building to reduce any adverse wind conditions in areas used by pedestrians and nearby areas of private and communal open space, to the satisfaction of the Responsible Authority. The recommendations of the report must be implemented at no cost to the Responsible Authority and must not include reliance on street trees.

### Environmental Audit

18. Prior to the commencement of the development (excluding demolition and excavation), the applicant must carry out a Preliminary Environmental Assessment (PEA) of the site to determine if it is suitable for the intended use(s). This PEA must be submitted to, and be approved by the Responsible Authority prior to the commencement of the development (excluding demolition). The PEA should include:

- a) Details of the nature of the land uses previously occupying the site and the activities associated with these land uses. This should include details of how long the uses occupied the site; and
- b) A review of any previous assessments of the site and surrounding sites including details of the anticipated sources of any contaminated materials.

19. Should the PEA reveal that further investigative or remedial work is required to accommodate the intended use(s), then prior to the commencement of the development (excluding demolition and excavation), the applicant must carry out a Comprehensive Environmental Assessment (CEA) of the site to determine if it is suitable for the intended use(s). This CEA must be carried out by a suitably qualified environmental professional who is a member of the Australian Contaminated Land Consultants Association or a person who is acceptable to the Responsible Authority. This CEA must be submitted to, and be approved by the Responsible Authority prior to the commencement of the development (excluding demolition and excavation). The CEA should include:

- a) Details of the nature of the land uses previously occupying the site and the activities associated with these land uses. This includes details of how long the uses occupied the site.
- b) A review of any previous assessments of the site and surrounding sites, including details of any on-site or off-site sources of contaminated materials. This includes a review of any previous Environmental Audits of the site and surrounding sites.
- c) Intrusive soil sampling in accordance with the requirements of Australian Standard (AS) 44582.1. This includes minimum sampling densities to ensure the condition of the site is accurately characterised.
- d) appraisal of the data obtained following soil sampling in accordance with ecological, health-based and waste disposal guidelines.
- e) Recommendations regarding what further investigate and remediation work, if any, may be necessary to ensure the site is suitable for the intended use(s).

**Date Issued: 21 December 2018**

**Signature of the Responsible Authority**



Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.




- f) Prior to the occupation of the building, the applicant must submit to the Responsible Authority a letter confirming compliance with any findings, requirements, recommendations and conditions of the CEA.
20. Should the CEA recommend that an Environmental Audit of the site is necessary then prior to the occupation of the building the applicant must provide either:
- a) A Certificate of Environmental Audit in accordance with Section 53Y of the Environment Protection Act 1970; or
  - b) A Statement of Environmental Audit in accordance with Section 53Z of the Environment Protection Act 1970. This Statement must confirm that the site is suitable for the intended use(s).
21. Where a Statement of Environmental Audit is provided, all the conditions of this Statement must be complied with to the satisfaction of the Responsible Authority and prior to the occupation of the building. Written confirmation of compliance must be provided by a suitably qualified environmental professional who is a member of the Australian Contaminated Land Consultants Association or other person acceptable to the Responsible Authority. In addition, the signing off of the Statement must be in accordance with any requirements in it regarding the verification of works.
- If there are conditions on the Statement that the Responsible Authority consider requires significant ongoing maintenance and/or monitoring, the applicant must enter into a legal agreement in accordance with Section 173 of the *Planning and Environment Act 1987* with the Responsible Authority. This Agreement must be executed on title prior to the occupation of the building. The owner of the site must meet all costs associated with the drafting and execution of this agreement including those incurred by the Responsible Authority.

### Construction Management Plan

22. Before the development starts, excluding demolition, bulk excavation and basement works, a detailed Construction Management Plan must be submitted to and be approved by the Responsible Authority. This construction management plan is to be prepared in accordance with the City of Melbourne - Construction Management Plan Guidelines and is to consider the following:
- a) public safety, amenity and site security.
  - b) operating hours, noise and vibration controls.
  - c) air and dust management.
  - d) stormwater and sediment control.
  - e) waste and materials reuse.
  - f) traffic management.

### Traffic Engineering

23. The provision of bicycle facilities in accordance with Clause 52.34 of the Melbourne Planning Scheme and confirmation that the bicycle parking complies with AS2890.3:2015 and/or Bicycle Network guidelines, or as otherwise approved by the Responsible Authority
24. The loading and unloading of vehicles and delivery of goods to and from the premises must at all times take place within the boundaries of the site to the satisfaction of the Responsible Authority.
25. The approved works must not result in structures that encroach onto any Council lane to the satisfaction of the Responsible Authority.

<p><b>Date Issued: 21 December 2018</b></p>	<p><b>Signature of the Responsible Authority</b></p> 
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Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

## Civil Design

### 26. Drainage connection underground

Prior to the commencement of the development, a stormwater drainage system, incorporating integrated water management design principles, must be submitted to and approved by the Responsible Authority – Engineering Services. This system must be constructed prior to the occupation of the development and provision made to connect this system to the City of Melbourne's underground stormwater drainage system.

### 27. Demolish and construct access

Prior to the commencement of the use/occupation of the development, all necessary vehicle crossings must be constructed and all unnecessary vehicle crossings must be demolished and the footpath, kerb and channel reconstructed, in accordance with plans and specifications first approved by the Responsible Authority – Engineering Services.

### 28. Footpath

The footpath adjoining the site along Dudley Street must be reconstructed together with associated works including the renewal of kerb and channel, reconstruction of a tree plot in bluestone and/or reconstruction or relocation of services as necessary at the cost of the developer, in accordance with plans and specifications first approved by the Responsible Authority – Engineering Services.

### 29. Street levels not to be altered

Existing street levels in road abutting the subject land must not be altered for the purpose of constructing new vehicle crossings or pedestrian entrances without first obtaining approval from the Responsible Authority – Engineering Services.

### 30. Existing street lighting not altered without approval

All street lighting assets temporarily removed or altered to facilitate construction works shall be reinstated once the need for removal or alteration has been ceased. Existing public street lighting must not be altered without first obtaining the written approval of the Responsible Authority – Engineering Services.

## Urban Forest and Ecology

### 31. No street tree adjacent to the site may be removed, lopped, pruned or root-pruned without the prior written consent of the Responsible Authority.

### 32. Prior to the commencement of the development, including demolition and bulk excavation, a Tree Protection Plan (TPP) must be provided to the satisfaction of the Responsible Authority (Urban Forest & Ecology) and demonstrate how publically owned tree asset 1013536 will be protected during construction activities associated with the development. The TPP must be in accordance with AS 4970-2009 – Protection of Trees on Development Sites, and include:

- a) Full reference to construction and traffic management proposals, including any public protection gantries etc. The construction and traffic management requirements must relate directly to those provided to council in relation to any other permit conditions.
- b) Site specific details of the temporary tree protection fencing to be used to isolate the publicly owned tree from the demolition and construction activities or details of any other tree protection measures considered necessary and appropriate to the site.
- c) Specific details of any special construction methodologies to be used within the Tree Protection Zone of the publicly owned tree.

**Date Issued: 21 December 2018**

**Signature of the Responsible Authority**



Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

- d) Full specifications of any pruning required to the publicly owned tree.
- e) Any special arrangements required to allow ongoing maintenance of the publicly owned tree for the duration of the development.
- f) Name and contact details of the project arborist who will monitor the implementation of the Tree Protection Plan for the duration of the development (including demolition).
- g) Details of the frequency of the Project Arborist monitoring visits, interim reporting periods and final completion report (necessary for bond release). Interim reports of monitoring must be provided to Council's email via [trees@melbourne.vic.gov.au](mailto:trees@melbourne.vic.gov.au).

When provided to the satisfaction of the Responsible Authority, the TPP will be endorsed to form part of this permit.

33. Following the approval of a Tree Protection Plan (TPP) a bank guarantee equivalent to the combined environmental and amenity value of public tree asset 1013536 will be held against the TPP for the duration of construction activities. The bond amount will be calculated by council and provided to the applicant/developer/owner of the site. Should any the tree be adversely impacted on, the City of Melbourne will be compensated for any loss of amenity, ecological services or amelioration works incurred.

**Waste Management**

34. Concurrent with the submission of plans for endorsement under Condition 1, an updated Waste Management Plan (WMP) shall be prepared and submitted to the Melbourne City Council - Engineering Services. The WMP should detail waste storage and collection arrangements and be prepared with reference to the Melbourne City Council Guidelines for Preparing a Waste Management Plan. Waste storage and collection arrangements must not be altered without prior consent of the Melbourne City Council - Engineering Services.
35. All garbage and other waste material must be stored in an area set aside for such purpose to the satisfaction of the Responsible Authority.
36. No garbage bin or waste materials generated by the permitted use may be deposited or stored outside the site and bins must be returned to the garbage storage area as soon as practical after garbage collection, to the satisfaction of the Responsible Authority - Engineering Services.

**3D Digital Model**

37. Before the development starts, excluding demolition, bulk excavation and basement works, or as otherwise agreed with the Responsible Authority, a 3D digital model of the development and its immediate surrounds, as appropriate, must be submitted to the Responsible Authority and be to the satisfaction of the Responsible Authority. The model should be prepared having regard to the Melbourne City Council Advisory Note – 3D Digital Modelling. Digital models provided to the Melbourne City Council may be shared with other government organisations for planning purposes. The Melbourne City Council may also derive a representation of the model which is suitable for viewing and use within its own 3D modelling environment. In the event that substantial modifications are made to the building envelope a revised 3D digital model must be submitted to, and be to the satisfaction of the Responsible Authority.

**Transport for Victoria**

38. Before the use of the land commences, a Green Travel Plan must be prepared to the satisfaction of the Responsible Authority following consultation with the Head, Transport for Victoria. The Plan must be prepared by a suitably qualified person and must encourage the use of non-private vehicle transport modes by the occupiers of the land. The Plan must include the following:

<p><b>Date Issued: 21 December 2018</b></p>	<p><b>Signature of the Responsible Authority</b></p> 
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Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

- a) Outline Green Travel Plan measures for the development including, but not limited to:
  - i. Household welcome packs - tram, train and bus timetables relevant to the local area must be included in the pack of information provided to purchasers upon a purchaser's occupation of an apartment;
  - ii. Include at a minimum a MYKI pass to the value of 10 by 2-hour trips within the household welcome pack and registration information;
  - iii. Bicycle parking and facilities available on the land;
  - iv. Car sharing facilities and information surrounding the site;
  - v. Pedestrian routes to key destinations;
  - vi. Monitoring & review; and;
- b) A plan showing:
  - i. The bicycle parking areas to be provided for use by residents;
  - ii. The car share facilities available for use by residents.

39. The Green Travel Plan must not be amended without written consent of the Responsible Authority following consultation with the Head, Transport for Victoria.

40. Once approved the Green Travel Plan must form part of the planning permit and any ongoing Management Plan for the land to ensure the Green Travel Plan continues to be implemented by residents I owners to the satisfaction of the Responsible Authority.

41. The permit holder must take all reasonable steps to ensure that disruption to bus operation along Dudley Street is kept to a minimum during the construction of the development. Foreseen disruptions to bus operations and mitigation measures must be communicated to Public Transport Victoria eight (8) weeks prior by telephoning 1800 800 007 or emailing customerservice@ptv.vic.qov.au.

42. The existing bus stop and associated infrastructure on Dudley Street must not be altered without the prior consent of Public Transport Victoria. Any alterations including temporary works or damage during construction must be rectified to the satisfaction of Public Transport Victoria and at the cost of the permit holder.

43. The existing bus stop may continue to operate during construction, however if a temporary stop in an alternative location is required, the temporary bus stop must be provided in consultation with, and to the satisfaction of the Head, Transport for Victoria.

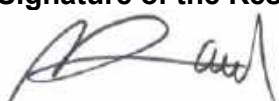
**VicRoads**

44. Prior to the commencement of the use or the occupation of the buildings or works hereby approved, the access lanes, driveways, crossovers and associated works must be provided and available for use and be: (a) Formed to such levels and drained so that they can be used in accordance with the plan.

- a) Treated with an all-weather seal or some other durable surface.

45. The security boom, barrier, gate or similar device controlling vehicular access to the premises must be located inside the property to allow vehicles to store clear of the pavement and footpath.

46. The crossover and driveway must be constructed to the satisfaction of the Roads Corporation and the Responsible Authority and at no cost to the Roads Corporation prior to the commencement of the use or the occupation of the works hereby approved.

<p><b>Date Issued: 21 December 2018</b></p>	<p><b>Signature of the Responsible Authority</b></p> 
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Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

47. Driveways must be maintained in a fit and proper state so as not to compromise the ability of vehicles to enter and exit the site in a safe manner or compromise operational efficiency of the road or public safety.
48. All redundant vehicle crossings must be removed and the area reinstated to kerb and channel.
49. Separate approval under the Road Management Act must be obtained from the Roads Corporation before the commencement of any works within Dudley Street, West Melbourne.

**Use and development time limit**

50. This permit will expire if one or more of the following circumstances apply:
- a) The development is not started within three years of the date of this permit.
  - b) The development is not completed within five years of the date of this permit.
  - c) The use is not started within five years of the date of this permit.

In accordance with section 69 of the *Planning and Environment Act 1987*, an application may be submitted to the responsible authority for an extension of the periods referred to in this condition.

**Date Issued: 21 December 2018**

**Signature of the Responsible Authority**



Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

## IMPORTANT INFORMATION ABOUT THIS PERMIT

### WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit at the direction of the Victorian Civil and Administrative Tribunal.  
(Note: This is not a permit granted under Division 5 of 6 of Part 4 of the **Planning and Environment Act 1987**)

### CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**

### WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from—
  - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  - (ii) the date on which it was issued, in any other case.

### WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
  - the development or any stage of it does not start within the time specified in the permit, or
  - the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
  - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if—
  - the use does not start within the time specified in the permit, or if no time is specified, within two years of the issue of the permit; or
  - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
  - the development or any stage of it does not start within the time specified in the permit, or
  - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
  - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
  - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision—
  - the use or development of any stage is to be taken to have started when the plan is certified; and
  - the permit expires if the plan is not certified within two years of the issue of a permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

### WHAT ABOUT APPLICATIONS FOR REVIEW?

- The person who applied for the permit may apply for review against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

**Date Issued: 21 December 2018**

**Signature of the Responsible Authority**



Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

## IMPORTANT INFORMATION ABOUT THIS PERMIT

### WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.  
 (Note: This is not a permit granted under Division 5 or 6 of Part 4 of the [Planning and Environment Act 1987](#).)

### WHEN DOES A PERMIT BEGIN?

A permit operates:

- \* from the date specified in the permit; or
- \* if no date is specified, from—
  - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  - the date on which it was issued, in any other case.

### WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
  - \* the development or any stage of it does not start within the time specified in the permit; or
  - \* the development requires the certification of a plan of subdivision or consolidation under the [Subdivision Act 1988](#) and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
  - \* the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the [Subdivision Act 1988](#).
2. A permit for the use of land expires if—
  - \* the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
  - \* the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
  - \* the development or any stage of it does not start within the time specified in the permit; or
  - \* the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
  - \* the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
  - \* the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the [Planning and Environment Act 1987](#) , or to any combination of use, development or any of those circumstances requires the certification of a plan under the [Subdivision Act 1988](#), unless the permit contains a different provision—
  - \* the use or development of any stage is to be taken to have started when the plan is certified; and
  - \* the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

### WHAT ABOUT APPLICATIONS FOR REVIEW?

- \* The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- \* An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- \* An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- \* An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- \* An application for review must state the grounds upon which it is based.
- \* An application for review must also be served on the Responsible Authority.
- \* Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



# PLANNING PERMIT



GPO Box 1603  
 Melbourne VIC 3001  
 Phone 61 3 9658 9658  
 Email [survey@melbourne.vic.gov.au](mailto:survey@melbourne.vic.gov.au)  
[www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)

<b>PERMIT NO.</b>	<b>TP-2022-50</b>
<b>PLANNING SCHEME</b>	Melbourne Planning Scheme
<b>RESPONSIBLE AUTHORITY</b>	Melbourne City Council
<b>ADDRESS OF THE LAND</b>	45-55 Dudley Street, WEST MELBOURNE VIC 3003
<b>THE PERMIT ALLOWS</b>	SUBDIVISION IN ACCORDANCE WITH THE ENDORSED PLANS PS831067G.

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT.**

1. The layout and site dimensions of the proposed subdivision as shown on the endorsed plan(s) must not be altered or modified without the consent of the Responsible Authority.
2. Any like plan of subdivision submitted for certification under the provisions of the *Subdivision Act 1988*, ("the certified plan") must be to the satisfaction of the Responsible Authority.
3. Advice is to be given prior to certification of the plan stating that building structure that defines lot and common property boundaries has actually been erected on site. This advice is to be given by the licensed surveyor who has prepared the plan and may be provided by way of a Form 13 under the *Subdivision (Procedures) Regulations 2011*.
4. The certified plan must show the car park lots and storage lots to be part lots together with other appropriate "prime" lots in the plan; or a legally binding agreement under Section 173 of the *Planning and Environment Act 1987* must be entered into between the land owner and the Responsible Authority and Registered at Land Use Victoria prior to the issue of the statement of compliance for the plan, to ensure that the relevant car park lots and storage lots can only be owned and used for the approved purposes, together with a "prime" lot or lots on the plan. The agreement is to indemnify Council against any claims on the matter. The agreement must also contain such other conditions as may be advised by Council's Chief Legal Counsel. The owner of the land being subdivided must pay all of Council's reasonable legal costs and expenses for this agreement, including Land Use Victoria registration fees.

**Signature of the Responsible Authority**

**Date Issued: 14 February 2023**

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

5. The certified plan must show all substantial common plant including common switchboards, panels etc., to be situated within appropriate common property. Such plant must be physically accessed via common property or an easement of way, or the plant must be relocated to alternative common property and be also properly accessed. All relocation works are to be performed in accordance with all necessary approvals to be first obtained. Those works are to be completed before the plan is certified or carried out to an extent to the satisfaction of the Responsible Authority.
6. Before a plan can be certified, advice from an appropriate building engineer/surveyor in regard to the interdependency of plant and services, for the lots and the common property set out in the plan must be provided to the Responsible Authority. Such advice is to include the location of significant plant including switchboards control panels etc. Necessary plan amendments are to be made to the certified plan.
7. Before a plan can be certified, advice is to be received from a Private Building Surveyor. For a subdivision of an existing building/s or of a building/s undergoing alteration, that advice is to detail the building/s compliance with Regulation 231 of the *Building Regulations 2018*. For a subdivision of a new or proposed building, that advice is to detail that the subdivision has been assessed against the building plans and that the Regulation will be met when the works are completed in accordance with those plans. The advice must be to the satisfaction of the Responsible Authority and may lead to changes to the endorsed plan and certified plan.
8. Prior to certification the owner of the land in the plan must provide written confirmation including photographic evidence that the numbers placed on site match the allocation of unit and street numbers for the lots on the plan pursuant to Regulation 11 of the Subdivision (Procedures) Regulations 2011. The photographic evidence must show the correct street number/s displayed on the front of the building.
9. The plan of subdivision submitted for certification under the *Subdivision Act 1988* must be referred to the relevant authority in accordance with Section 8 of that Act.
10. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
11. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
12. The owner of the subject land must construct a stormwater drainage system incorporating integrated water management design principles within the subdivision. The system must be connected to the City of Melbourne's stormwater drainage system in accordance with plans and specifications first approved by the Responsible Authority – City Infrastructure. All necessary approvals and permits are to be first obtained from the City of Melbourne and VicRoads and the works performed to the satisfaction of the Responsible Authority – City Infrastructure. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR: 4200074).

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**Signature of the Responsible Authority**

**Date Issued: 14 February 2023**



Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.

- 13. Prior to the commencement of the use/occupation of the development, all necessary vehicle crossings must be constructed and all unnecessary vehicle crossings must be demolished and footpath, kerb and channel reconstructed, in accordance with plans and specifications first approved by the Responsible Authority – City Infrastructure. All necessary approvals and permits are to be first obtained from the City of Melbourne and VicRoads and the works performed to the satisfaction of the Responsible Authority – City Infrastructure. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR 4200074).
- 14. All portions of roads and laneways affected by the building related activities of the subject land must be reconstructed together with associated works including the reconstruction or relocation of services as necessary at the cost of the developer, in accordance with plans and specifications first approved by the Responsible Authority – City Infrastructure. All necessary approvals and permits are to be first obtained from the City of Melbourne and VicRoads and the works performed to the satisfaction of the Responsible Authority – City Infrastructure. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR 4200074).
- 15. The footpath adjoining the site along Dudley Street must be reconstructed together with associated works including the renewal of kerb and channel, reconstruction of raised plot in bluestone and modification of services as necessary at the cost of the developer, in accordance with plans and specifications first approved by the Responsible Authority – City Infrastructure. All necessary approvals and permits are to be first obtained from the City of Melbourne’s and VicRoads and the works performed to the satisfaction of the responsible road authority. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR 4200074).
- 16. Existing street levels in adjacent streets must not be altered for the purpose of constructing new vehicle crossings or pedestrian entrances without first obtaining approval from the Responsible Authority – City Infrastructure. All necessary approvals and permits are to be first obtained from the City of Melbourne and VicRoads and the works performed to the satisfaction of the Responsible Authority – City Infrastructure. (Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR 4200074).
- 17. Existing public street lighting must not be altered without first obtaining the written approval of the Responsible Authority – Infrastructure and Assets. All necessary approvals and permits are to be first obtained from the City of Melbourne and VicRoads and the works performed to the satisfaction of the Responsible Authority – City Infrastructure. ((Contact Palitha Amarasena on Telephone 9658 8755 Ref: SR 4200074
- 18. The owner of the subject land must enter into an agreement with Greater Western Water Limited for the provision of water supply. (Contact Johnny Fernandez on Telephone 9313 8712 Ref: LND/20/01553).
- 19. The owner of the subject land must enter into an agreement with City West Water Limited for the provision of sewerage. (Contact Johnny Fernandez on Telephone 9313 8712 Ref: LND/20/01553).
- 20. The Owner of the land must enter into an agreement with:
  - 20.1. A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider’s requirements and relevant legislation at the time; and
  - 20.2. A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

**Signature of the Responsible Authority**



**Date Issued: 14 February 2023**

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- 21. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide written confirmation from:
  - 21.1. A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider’s requirements and relevant legislation at the time; and
  - 21.2. A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
- 22. Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988*, the owner of the land must pay the Responsible Authority an open space contribution equivalent to 5 % of the site value of all the land in the subdivision as assessed/valued by or for Council.
- 23. The owner of the property being subdivided, must give copies of Council's formal advice in regard to street number allocation for the lots on the plan, to all initial purchasers prior to formal transfer of ownership of those lots. This formal advice will be allocated when the plan is certified, pursuant to Regulation 11 of the *Subdivision (Procedures) Regulations 2011* and Council's Activities Local Law 2009. A copy of this advice is to form part of the documentation to any Contract of Sale or Lease for any part of the site after the formal advice has been given.
- 24. A copy of this permit and the endorsed plans shall form part of the documentation to any Contract of Sale or Lease for any part of the site after the date of this permit.
- 25. In accordance with section 68 of the *Planning and Environment Act 1987*, this permit will expire if one of the following circumstances applies:
  - 25.1. The plan of subdivision is not certified under the *Subdivision Act 1988* within two years of the date of issue of this permit. The Responsible Authority may extend this time if a request is made in writing before the permit expires, or within six months afterwards; or
  - 25.2. The registration of the subdivision is not completed within five years of the date of certification. The time for registration of the subdivision cannot be extended.

\*\*\*\*\*

**NOTES: The following is supplied for information only and does not form part of the permit conditions:**

Conditions 2 to 8 (both inclusive) are to be complied with before a plan of subdivision can be certified under the *Subdivision Act 1988*.

Conditions 12 to 22 (both inclusive) are to be complied with and the necessary prescribed information given to the Responsible Authority, before a statement of compliance can be issued for a plan of subdivision under the *Subdivision Act 1988*.

<p><b>Date Issued: 14 February 2023</b></p>	<p><b>Signature of the Responsible Authority</b></p> 
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Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.


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**Regulation 231 of the *Building Regulations 2018* (“Regulations”) requires each building created by or resulting from the subdivision of an existing building, be brought into conformity with the Regulations unless an exemption has been granted pursuant to the Regulations. The issue of this permit does not and must not be taken to indicate whether the requirements of the Regulations have been met or not. (Further information on the requirements of the Regulations can be obtained by contacting Council’s Building Control Group on telephone 9658 8510).**

**Greater Wester Water Advice**

The applicant should be made aware that an application has been lodged with Greater Western Water for this development (CWW Reference: CMP/20/01316 and LND/20/01553). Greater Western Water cannot consent to the issuing of a statement of compliance until the conditions set out in that application have been met.

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<p><b>Date Issued: 14 February 2023</b></p>	<p><b>Signature of the Responsible Authority</b></p> 
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Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit and can be acted upon.



THE TRUSTEE FOR UAG WEST MELBOURNE TRUST  
881A HIGH STREET  
ARMADALE VIC 3143

Our reference: 7143987967911

Phone: 13 28 66

13 November 2023

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410868609105
Vendor name	UAG WEST MELBOURNE PTY LTD as trustee for THE TRUSTEE FOR UAG WEST MELBOURNE TRUST
Clearance Certificate Period	1 February 2020 to 16 October 2024

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

## **OWNERS CORPORATION CERTIFICATE**

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

**Owners Corporation 1 on Plan No. PS831067G**

**45-55 Dudley Street, West Melbourne VIC 3003**

This certificate is issued for: Lot 201, 202, 203, 205, 206, 208, 303, 402, 404, 409, 410, 411, 510, 511, 1203, 1903, 2301 of Owners Corporation 1 PS831067G

The postal address is: 101, 102, 103, 105, 106, 108, 203, 302, 304, 309, 310, 311, 410, 411, 1103, 1803, 2201/45 Dudley Street, West Melbourne VIC 3003

Applicant for certificate: UAG West Melbourne Pty Ltd c/o Align Law Group

Delivery address for certificate: Via email: Abigail Chou <[achou@alignlaw.com.au](mailto:achou@alignlaw.com.au)>

**IMPORTANT:**

The information in this certificate is issued on 21/03/2024. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to [info@mocs.com.au](mailto:info@mocs.com.au). A new certificate should be obtained if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees for the above lots for the financial period 01/04/23 to 31/03/24 are payable bi-annual in advance for the first six (6) months and quarterly in advance thereafter. The due dates are 01/04/23, 01/10/23 and 01/01/24.

Lot No.	Quarterly Levy	Annual Total	Unpaid Fee as at 21/03/2024
201	781.41	3,125.64	781.41
202	935.13	3,740.53	935.13
203	1,127.28	4,509.13	1,127.28
205	1,024.80	4,099.21	1,024.80
206	755.79	3,023.16	755.79
208	755.79	3,023.16	755.79
303	1,050.42	4,201.69	1,050.42
402	845.46	3,381.85	845.46
404	755.79	3,023.16	755.79
409	832.65	3,330.61	832.65
410	755.79	3,023.16	755.79
411	742.98	2,971.92	742.98
510	755.79	3,023.16	755.79
511	742.98	2,971.92	742.98
1203	742.98	2,971.92	742.98
1903	742.98	2,971.92	742.98
2301	755.79	3,023.16	755.79

- (b) **The date up to which the fees for the lot have been paid:**  
31/12/23
- (c) **The total of any unpaid fees or charges for the lot is:**  
Refer to Table in (a).
- (d) **The special fees or levies which have been struck, the dates on which they were struck, and the dates they are payable are:**  
Nil.
- (e) **Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?**  
None known to the Manager as at the date of this certificate.
- (f) **The Owners Corporation presently has the following insurance cover:**  
Please refer to the attached Certificate of Currency.
- (g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**  
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.
- (h) **The total funds held by the Owners Corporation as at 21/03/2024 are:**  
Please refer to the attached Balance Sheet.

- (i) **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?**  
None known to the Manager as at the date of this certificate.
- (j) **Are there any current contracts, leases, licences or agreements affecting the common property?**
- Owners Corporation Management Agreement with Melbourne Owners Corporation Services Pty Ltd for management of Owners Corporation 1 for the term of three (3) years commencing 24/03/2023.
  - Fire Indicator Panel Monitoring Agreement with ADT Monitoring for the provision of fire alarm monitoring services and equipment for a term of three (3) years.
  - Building Management Software Agreement with Buildinglink International.
  - Centralised Energy Equipment Agreement with WINconnect Pty Ltd
  - Cleaning Agreement with City Group Clean Management Pty Ltd
  - Sanitary Collection services with Impact Hygiene
  - Scenting Agreement with Air Aroma Australia Pty Ltd
  - Substation Lease with Citipower Pty Ltd
  - Telecommunications Agreement with Opticomm
  - Signage Licence with UAG West Melbourne Pty Ltd
  - Rooftop Licence with Lot 2401
  - Rooftop Licence with Lot 2501
  - Retail lot Licence with Lot T1
  - Retail lot Licence with Lot T2
  - Loan Agreement for common area furniture with UAG West Melbourne Pty Ltd
  - Loan Agreement for waste tug with UAG West Melbourne Pty Ltd
  - Letting Deed with UAG West Melbourne Pty Ltd
  - Garage Door Maintenance with Mirage Doors
- (k) **Are there any current agreements to provide services to lot owners, occupiers or the public?**
- Building Management Software Agreement with Buildinglink International.
  - Centralised Energy Equipment Agreement with WINconnect Pty Ltd
  - Telecommunications Agreement with Opticomm
  - Letting Deed with UAG West Melbourne Pty Ltd
- (l) **Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?**  
None known to the Manager as at the date of this certificate.
- (m) **Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?**  
None known to the Manager as at the date of this certificate.
- (n) **Has the Owners Corporation appointed, or resolved to appoint, a manager?**  
The appointed Owners Corporation Manager is:
- Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)  
PO Box 2228  
HAWTHORN, VIC 3122  
Phone: 03 9818 2488  
Email: [info@mocs.com.au](mailto:info@mocs.com.au)
- (o) **Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?**  
The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.
- (p) **Documents required to be attached to the Owners Corporation Certificate are:**
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
  - Balance Sheet of the Owners Corporation;
  - A copy of the Minutes of the Inaugural General Meeting which includes:
    - A copy of the Certificate of Currency
    - A copy of the annual budget and schedule of fees
    - A copy of the Consolidated Rules of the Owners Corporation.

**NOTE:**

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

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

Date: 21/03/2024



On behalf of Owners Corporation 1 on Plan No. PS831067G  
Noel Lim - Melbourne Owners Corporation Services Pty Ltd  
PO Box 2228, HAWTHORN, VIC 3122



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

### **Schedule 3, Regulation 17, Owners Corporations Regulations 2018**

#### **What is an Owners Corporation?**

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

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

#### **How are decisions made by an Owners Corporation?**

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

#### **Owners Corporation rules**

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

#### **Lot entitlement and lot liability**

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

#### **Further information**

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

#### **Management of an Owners Corporation**

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

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

## Balance Sheet

### As at 21/03/2024

Owners Corporation 1, 2, 3 & 4 PS831067G

Flagstaff Hill, 45 Dudley Street, West Melbourne VIC  
 3003

	Current period
<b>Owners' funds</b>	
Administrative Fund	
Operating Surplus/Deficit--Admin	49,613.65
	49,613.65
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	0.00
	0.00
Net owners' funds	\$49,613.65
<b>Represented by:</b>	
<b>Assets</b>	
Administrative Fund	
Cash at bank--Admin	155,199.80
Receivable--Levies--Admin	25,950.13
Receivable--Owners--Admin	1,372.23
	182,522.16
Maintenance Fund	
	0.00
Unallocated Money	
Cash at bank--Unallocated	1,326.82
	1,326.82
Total assets	183,848.98
<b>Less liabilities</b>	
Administrative Fund	
Creditor--GST--Admin	(10,057.67)
Creditors--Other--Admin	64,873.81
Prepaid Levies--Admin	78,092.37
	132,908.51
Maintenance Fund	
	0.00
Unallocated Money	
Prepaid Levies--Unallocated	1,326.82
	1,326.82
Total liabilities	134,235.33
Net assets	\$49,613.65



Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006101945</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	08/03/2024 to 08/03/2025 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 831067
<b>Situation</b>	45 DUDLEY STREET WEST MELBOURNE VIC 3003

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### Policies Selected

#### Policy 1 – Insured Property

Building: \$84,000,000  
Common Area Contents: \$840,000  
Loss of Rent & Temporary Accommodation (total payable): \$12,600,000

#### Policy 2 – Liability to Others

Sum Insured: \$50,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

#### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

#### Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

#### Policy 7 – Catastrophe Insurance

Sum Insured: \$12,600,000  
Extended Cover - Loss of Rent & Temporary Accommodation: \$1,890,000  
Escalation in Cost of Temporary Accommodation: \$630,000  
Cost of Removal, Storage and Evacuation: \$630,000

#### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000



Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000

**Policy 9 – Lot owners’ fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

27/02/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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## MINUTES OF INAUGURAL GENERAL MEETING

### Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G

45-55 Dudley Street, West Melbourne VIC 3003

Minutes of the Inaugural General Meeting held via Zoom  
on Friday, 24 March 2023 at 10:00 AM

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#### 1. Commencement of Meeting

The meeting commenced at 10:00 AM and Nicole Chow welcomed the members to the Inaugural General Meeting of Owners Corporation no. 1, 2, 3 & 4 for Plan No. PS831067G ("**Owners Corporations**").

It was noted this was the Inaugural General Meeting of the Owners Corporations and UAG West Melbourne Pty Ltd ("**UAGWM**"), being the initial owner as defined under the *Owners Corporations Act 2006* ("**Act**"), was mindful of the requirements to act in good faith and with due care and diligence and in the best interests of the Owners Corporation.

#### 2. Registration

##### 2.1. Members Present

All lots – UAGWM, (Sole Proprietor)

##### 2.2. Proxies Received

Nicole Chow on behalf of UAG West Melbourne Pty Ltd  
Tony Battersby on behalf of UAG West Melbourne Pty Ltd  
Irving Liang on behalf of UAG West Melbourne Pty Ltd

##### 2.3. Quorum Present

A quorum for this meeting was achieved as 100% of the total members were present and all resolutions were deemed unanimous.

##### 2.4. In Attendance

Nicole Chow on behalf of UAG West Melbourne Pty Ltd  
Tony Battersby on behalf of UAG West Melbourne Pty Ltd  
Irving Liang on behalf of UAG West Melbourne Pty Ltd  
Shawn Lu on behalf of Melbourne Owners Corporation Services Pty Ltd  
Noel Lim on behalf of Melbourne Owners Corporation Services Pty Ltd  
Lisa Loh on behalf of Melbourne Owners Corporation Services Pty Ltd  
Paul Sia on behalf of Melbourne Owners Corporation Services Pty Ltd

#### 3. Notice of Inaugural Meeting

It was unanimously resolved that the requirement for 14 days' notice before this meeting is waived.

#### 4. Election of Chairperson for the Meeting

It was resolved that Nicole Chow be appointed to Chair the meeting.

## 5. Plan of Subdivision

### 5.1. Registration of Plan of Subdivision

It was noted that Plan No. PS831067G (“Plan”) was registered on 24 March 2023 and that UAGWM is the registered proprietor of all lots on the Plan.

It was noted that the current registered plan of subdivision comprises of 171 occupiable Lots within the development with 4 Owners Corporations in total as follows:

- **Owners Corporation 1** – All Lots within the Development
- **Owners Corporation 2** – Residential Lots Only - Lots 201-213, 301-313, 401-411, 501-511, 601-611, 701-706, 801-807, 901-907, 1001-1007, 1101-1107, 1201-1207, 1301-1307, 1401-1407, 1501-1507, 1601-1607, 1701-1707, 1801-1807, 1901-1907, 2001-2007, 2101-2107, 2201,2301,2302,2303,2401 & 2501
- **Owners Corporation 3** – Retail Lots Only - Lots T1 & T2
- **Owners Corporation 4** – Car Park - Lots T1, 208, 706,1202,1602,1705,1902,2201,2303,2401,2501, C1-C4, C9, C10, C11,C16, C17, C18, C19, C21, C23, C24, C25, C26, C27, C31, C32, C43, C44, C45, C46, C47, ST1-ST7& ST10-ST12

### 5.2. Owners Corporation Tier

#### 5.2.1. Owners Corporation 1 Tier

Owners Corporation 1 Plan No. PS831067G is classified as **Tier One** in accordance with the Owners Corporation Act 2006.

#### 5.2.2. Owners Corporation 2 Tier

Owners Corporation 2 Plan No. PS831067G is classified as **Tier One** in accordance with the Owners Corporation Act 2006.

#### 5.2.3. Owners Corporation 3 Tier

Owners Corporation 3 Plan No. PS831067G is classified as **Tier Five** in accordance with the Owners Corporation Act 2006

#### 5.2.4. Owners Corporation 4 Tier

Owners Corporation 4 Plan No. PS831067G is classified as **Tier Three** in accordance with the Owners Corporation Act 2006

### 5.3. Powers of the Owners Corporation

As UAGWM is the registered proprietor of all lots on the Plan, UAGWM has the capacity to exercise all the powers of the Owners Corporation pursuant to the Act, *Owners Corporations Regulations 2018*, *Subdivision Act 1988*, *Sale of Land Act 1962* and the regulations thereunder.

## 6. Rules of the Owners Corporation

### 6.1. Owners Corporation 1

A set of the proposed rules were tabled at the meeting, and it was resolved that the rules as tabled be adopted as the rules for the Owners Corporation.

It was noted that the rules as approved have been registered together with the plan of subdivision at Land Use Victoria.

## 6.2. Owners Corporation 2

A set of the proposed rules were tabled at the meeting, and it was resolved that the rules as tabled be adopted as the rules for the Owners Corporation.

It was noted that the rules as approved have been registered together with the plan of subdivision at Land Use Victoria.

## 6.3. Owners Corporation 3

A set of the proposed rules were tabled at the meeting, and it was resolved that the rules as tabled be adopted as the rules for the Owners Corporation.

It was noted that the rules as approved have been registered together with the plan of subdivision at Land Use Victoria.

## 6.4. Owners Corporation 4

A set of the proposed rules were tabled at the meeting, and it was resolved that the rules as tabled be adopted as the rules for the Owners Corporation.

It was noted that the rules as approved have been registered together with the plan of subdivision at Land Use Victoria.

**Note:** Owners of the lots are to be reminded of their obligations to provide a copy of the rules of the Owners Corporation to all occupiers of their lots.

## 7. Documents that must be provided at the Inaugural Meeting

In accordance with Section 67 of the Act, UAGWM as applicant for the registration of the plan of subdivision has provided the below list of information for the purposes of the owners corporation:

7.1	<b>Owners Corporation Register</b> It was noted that the Owners Corporation Register is included within Schedule 1 attached hereto.	✓
7.2	<b>Any Accounts or Records made on behalf of the Owners Corporation</b> It was noted that this is not applicable.	N/A
7.3	<b>Books to enable the Owners Corporation keep necessary minutes, accounts, and other records</b> It was noted that this will be provided by MOCS ("Manager") therefore not applicable.	N/A
7.4	<b>Maintenance Plan</b> It was noted to refer to Item <b>Error! Reference source not found.</b> below.	N/A
7.5	<b>A copy of the plan of subdivision and all related building plans, planning documents and other similar documents</b> It was noted that the Manager holds a copy of all the above.	✓
7.6	<b>A copy of the Owners Corporations Act 2006 and the Regulations and the Subdivision Act 1988 and the Regulations</b> It was noted that the Manager holds a copy of all the above.	✓
7.7	<b>Any Contracts, Leases, Licences binding on or benefiting the Owners Corporation</b> It was noted to refer to Item 10 below.	✓

7.8	<b>Any Insurance policies in force in relation to the property, including any insurance policy taken out under Section 9AAA of the Sale of Land Act 1962</b> It was noted to refer to Item 11 below.	✓
7.9	<b>The names of the Companies, Tradespeople or suppliers who provided a warranty or other guarantee on any matter for which the Owners Corporation is responsible and copies of those warranties and guarantees</b> It was resolved that UAGWM has requested (or will request) that the Builder provide a list and/or copies of warranties and/or other guarantees including periods for which maintenance will be provided at no cost to the Owners Corporation.	To be provided by UAGWM
7.10	<b>Building Maintenance Manual</b> It was resolved that UAGWM has requested (or will request) that the Builder provide a Building Maintenance Manual at no cost to the Owners Corporation.	To be provided by UAGWM
7.11	<b>Asset Register</b> It was resolved that UAGWM has requested (or will request) that the Builder provide an Asset Register at no cost to the Owners Corporation.	To be provided by UAGWM
7.12	<b>Copies of any specifications, reports, certificates, permits, notices or orders in relation to the plan of subdivision</b> It was resolved that UAGWM has requested (or will request) that the Builder provide copies of any specifications, reports, certificates, permits, notices or orders in relation to the plan of subdivision at no cost to the Owners Corporation.	To be provided by UAGWM
7.13	<b>Resident Move in Procedure and Member Welcome Letter</b> It was noted that this will be provided by the Manager.	✓
7.14	<b>The Common Seal of the Owners Corporation</b> In accordance with the Owners Corporation Amendment Act 2019, it is noted that an owners corporation is not required to have or use a common seal and that Section 10 of the Act provides for the execution of documents of an owners corporation by signature.	✓
7.15	<b>Occupancy Permit</b> It was noted that the partial occupancy permit was issued on 11 March 2023 applicable to the development known as "45-55 Dudley Street, West Melbourne" and a copy was provided to the Manager.	✓

## 8. Financial Matters

### 8.1. Owners Corporation 1

#### 8.1.1. Operating Levy

It was noted that the annual Operating cost for Owners Corporation 1 Plan No. PS831067G is \$653,312.00 inclusive GST based on the relative units of liability.

#### 8.1.2. Maintenance Fund Levy

It was noted that the Maintenance Fund cost for Owners Corporation 1 Plan No. PS831067G will be determined at the next Annual General Meeting.

#### 8.1.3. Levy Schedule

It was resolved that the fees payable by lot owners shall be set out in Schedule 3 ("Levy Schedule") as attached hereto.



It was resolved to levy \$653,312.00 inclusive GST from the first settlement date being the 1 April 2023 based on the relative units of liability.

**8.1.4. Levy Collection**

It was resolved that the fees as set out in the Levy Schedule shall be paid quarterly, in advance on 1 April, 1 July, 1 October, and 1 January except for the first period commencing on 1 April 2023 and ending 30 September 2023 (both dates inclusive).

It was noted that fees raised will remain unpaid until the settlement of each lot and remitted to the Manager as soon as practicable upon completion of the settlement of the sale of each lot. The fees for any unsold lots will be paid.

**8.1.5. Financial Year**

It was resolved that the financial year would be from the 1 April to 31 March annually.

**8.1.6. Recovery of Debt**

It was resolved that the Owners Corporation may recover as a debt from the person or persons in default or breach the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any lot owner or occupier of a lot of any obligation under the Act, the Owners Corporations Regulations 2018 or the rules of the Owners Corporation. This includes commencing proceedings at the Victorian Civil and Administrative Tribunal (“VCAT”) and/or other courts of competent jurisdiction and pursuant to this resolution to appoint a lawyer to act on behalf of the Owners Corporation in relation to any such debt recovery action.

**8.1.7. Penalty Interest**

It was resolved that the Owners Corporation will charge interest on any amount payable by a lot owner to the Owners Corporation that is outstanding 28 days after the due date, in accordance with section 29 of the Act and the Penalty Interest Rates Act 1983, with the exception of charging interest on any amount payable for the initial 12 months from the date of the Inaugural General Meeting.

**8.1.8. Financial Statements**

It was raised that **Tier One** Owners Corporations, must in accordance with the Owners Corporation Act 2006 prepare annual financial statements for presentation at the general meeting of the owners corporation in accordance with the Australian Accounting Standards.

**8.1.9. Audit of the Financial Statements\***

It was further raised that a **Tier One** Owners Corporation must, in accordance Owners Corporation Act 2006, after the end of each financial year, cause its financial statements to be audited by—

(a) a registered company auditor; or

(b) a firm of registered company auditors;

or

(c) a person who is—

(i) a member of CPA Australia, the Institute of Public Accountants or Chartered Accountants Australia and New Zealand; and

(ii) authorised to conduct the audit by CPA Australia, the Institute of Public Accountants or Chartered Accountants Australia and New Zealand.

*\*Section 34 as substituted by the 2021 Act and sections 35 and 35A as substituted and inserted by the 2021 Act apply only in relation to a financial year commencing on or after the commencement day. Sections 34 and 35 as in force immediately before the commencement day, continue to apply in relation to a financial year that commenced before the commencement day*

## **8.2. Owners Corporation 2**

### **8.2.1. Operating Levy**

It was noted that the annual Operating cost for Owners Corporation 2 Plan No. PS831067G is \$198,110.00 inclusive GST based on the relative units of liability.

### **8.2.2. Maintenance Plan Levy**

It was noted that the Maintenance plan cost for Owners Corporation 2 Plan No. PS831067G will be determined at the next Annual General Meeting

### **8.2.3. Levy Schedule**

It was resolved that the fees payable by lot owners shall be set out in Schedule 3 ("**Levy Schedule**") as attached hereto and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 2.

It was resolved to levy \$198,110.00 inclusive GST from the first settlement date being the 1 April 2023 based on the relative units of liability and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 2.

### **8.2.4. Levy Collection**

It was resolved that the fees as set out in the Levy Schedule shall be paid quarterly, in advance on 1 April, 1 July, 1 October, and 1 January except for the first period commencing on 1 April 2023 and ending 30 September 2023 (both dates inclusive) and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 2.

It was noted that fees raised will remain unpaid until the settlement of each lot and remitted to the Manager as soon as practicable upon completion of the settlement of the sale of each lot. The fees for any unsold lots will be paid.

### **8.2.5. Financial Year**

It was resolved that the financial year would be from the 1 April to 31 March annually.

### **8.2.6. Recovery of Debt**

It was resolved that the Owners Corporation may recover as a debt from the person or persons in default or breach the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any lot owner or occupier of a lot of any obligation under the Act, the Owners Corporations Regulations 2018 or the rules of the Owners Corporation. This includes commencing proceedings at the Victorian Civil and Administrative Tribunal ("**VCAT**") and/or other courts of competent jurisdiction and pursuant to this resolution to

appoint a lawyer to act on behalf of the Owners Corporation in relation to any such debt recovery action.

#### **8.2.7. Penalty Interest**

It was resolved that the Owners Corporation will charge interest on any amount payable by a lot owner to the Owners Corporation that is outstanding 28 days after the due date, in accordance with section 29 of the Act and the Penalty Interest Rates Act 1983, with the exception of charging interest on any amount payable for the initial 12 months from the date of the Inaugural General Meeting.

#### **8.2.8. Financial Statements**

It was raised that **Tier One** Owners Corporations, must in accordance with the Owners Corporation Act 2006 prepare annual financial statements for presentation at the general meeting of the owners corporation in accordance with the Australian Accounting Standards.

#### **8.2.9. Audit of the Financial Statements\***

It was further raised that a **Tier One** Owners Corporation must, in accordance Owners Corporation Act 2006, after the end of each financial year, cause its financial statements to be audited by—

(a) a registered company auditor; or

(b) a firm of registered company auditors;

or

(c) a person who is—

(i) a member of CPA Australia, the Institute of Public Accountants or Chartered Accountants Australia and New Zealand; and

(ii) authorised to conduct the audit by CPA Australia, the Institute of Public Accountants or Chartered Accountants Australia and New Zealand.

*\*Section 34 as substituted by the 2021 Act and sections 35 and 35A as substituted and inserted by the 2021 Act apply only in relation to a financial year commencing on or after the commencement day. Sections 34 and 35 as in force immediately before the commencement day, continue to apply in relation to a financial year that commenced before the commencement day.*

### **8.3. Owners Corporation 3**

#### **8.3.1. Operating Levy**

It was noted that the annual Operating cost for Owners Corporation 3 Plan No. PS831067G is \$1,738.00 inclusive GST based on the relative units of liability.

#### **8.3.2. Maintenance Plan Levy**

It was noted that the Maintenance plan cost for Owners Corporation 3 Plan No. PS831067G will be determined at the next Annual General Meeting

#### **8.3.3. Levy Schedule**

It was resolved that the fees payable by lot owners shall be set out in Schedule 3 ("**Levy Schedule**") as attached hereto and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 3.

It was resolved to levy \$1,738.00 inclusive GST from the first settlement date being the 1 April 2023 based on the relative units of liability and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 3.

**8.3.4. Levy Collection**

It was resolved that the fees as set out in the Levy Schedule shall be paid quarterly, in advance on 1 April, 1 July, 1 October, and 1 January except for the first period commencing on 1 April 2023 and ending 30 September 2023 (both dates inclusive) and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 3.

It was noted that fees raised will remain unpaid until the settlement of each lot and remitted to the Manager as soon as practicable upon completion of the settlement of the sale of each lot. The fees for any unsold lots will be paid.

**8.3.5. Financial Year**

It was resolved that the financial year would be from the 1 April to 31 March annually.

**8.3.6. Recovery of Debt**

It was resolved that the Owners Corporation may recover as a debt from the person or persons in default or breach the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any lot owner or occupier of a lot of any obligation under the Act, the Owners Corporations Regulations 2018 or the rules of the Owners Corporation. This includes commencing proceedings at the Victorian Civil and Administrative Tribunal (“VCAT”) and/or other courts of competent jurisdiction and pursuant to this resolution to appoint a lawyer to act on behalf of the Owners Corporation in relation to any such debt recovery action.

**8.3.7. Penalty Interest**

It was resolved that the Owners Corporation will charge interest on any amount payable by a lot owner to the Owners Corporation that is outstanding 28 days after the due date, in accordance with section 29 of the Act and the Penalty Interest Rates Act 1983, with the exception of charging interest on any amount payable for the initial 12 months from the date of the Inaugural General Meeting.

**8.3.8. Financial Statements**

It was raised that **Tier Five** Owners Corporations, must in accordance with the Owners Corporation Act 2006 prepare annual financial statements for presentation at the general meeting of the owners corporation in accordance with the Australian Accounting Standards

**8.4. Owners Corporation 4**

**8.4.1. Operating Levy**

It was noted that the annual Operating cost for Owners Corporation 4 Plan No. PS831067G is \$5,445.00 inclusive GST based on the relative units of liability.

**8.4.2. Maintenance Plan Levy**

It was noted that the Maintenance plan cost for Owners Corporation 4 Plan No. PS831067G will be determined at the next Annual General Meeting.

#### **8.4.3. Levy Schedule**

It was resolved that the fees payable by lot owners shall be set out in Schedule 3 (“**Levy Schedule**”) as attached hereto and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 4.

It was resolved to levy \$5,445.00 inclusive GST from the first settlement date being the 1 April 2023 based on the relative units of liability and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 4.

#### **8.4.4. Levy Collection**

It was resolved that the fees as set out in the Levy Schedule shall be paid quarterly, in advance on 1 April, 1 July, 1 October, and 1 January except for the first period commencing on 1 April 2023 and ending 30 September 2023 (both dates inclusive) and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 4.

It was noted that fees raised will remain unpaid until the settlement of each lot and remitted to the Manager as soon as practicable upon completion of the settlement of the sale of each lot. The fees for any unsold lots will be paid.

#### **8.4.5. Financial Year**

It was resolved that the financial year would be from the 1 April to 31 March annually.

#### **8.4.6. Recovery of Debt**

It was resolved that the Owners Corporation may recover as a debt from the person or persons in default or breach the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any lot owner or occupier of a lot of any obligation under the Act, the Owners Corporations Regulations 2018 or the rules of the Owners Corporation. This includes commencing proceedings at the Victorian Civil and Administrative Tribunal (“**VCAT**”) and/or other courts of competent jurisdiction and pursuant to this resolution to appoint a lawyer to act on behalf of the Owners Corporation in relation to any such debt recovery action.

#### **8.4.7. Penalty Interest**

It was resolved that the Owners Corporation will charge interest on any amount payable by a lot owner to the Owners Corporation that is outstanding 28 days after the due date, in accordance with section 29 of the Act and the Penalty Interest Rates Act 1983, with the exception of charging interest on any amount payable for the initial 12 months from the date of the Inaugural General Meeting.

#### **8.4.8. Financial Statements**

It was raised that **Tier Three** Owners Corporations, must in accordance with the Owners Corporation Act 2006 prepare annual financial statements for presentation at the general meeting of the owners corporation in accordance with the Australian Accounting Standards.

## 9. Maintenance Plan

A maintenance plan (previously known as a sinking fund) relates to:

- major capital items requiring repair replacement over the next 10 years;
- the present condition of those items;
- when the items or components will need to be repaired or replaced;
- the estimated cost of their repair and replacement; and
- the expected life of those items or components once repaired or replaced.

### 9.1. Owners Corporation 1 & 2

In accordance with the Owners Corporations Act 2006, **Tier One** Owners Corporations must prepare and approve a maintenance plan for the property for which it is responsible and must implement a Maintenance Plan levy.

It was therefore resolved that Owners Corporations 1 & 2 obtain a Maintenance Plan Report and table it at the next Annual General Meeting. The Cost of the Maintenance Plan preparation has been included within the first year's budget.

### 9.2. Owners Corporation 3 & 4

It was noted that Owners Corporations 3 & 4 are Tier Five & Three respectively, and therefore in accordance with Section 35(4) of the Act it is not a requirement to prepare a maintenance plan for the Owners Corporation.

Although Owners Corporations 3 & 4 are not required to prepare a maintenance plan, it was resolved to prepare a maintenance plan for Owners Corporation 3 & 4 and to form part of the Owners Corporation 1 & 2 Maintenance plan report as noted under item 9.1 above.

## 10. Contracts, Leases & Licences

It was resolved for the Owners Corporations to enter into the following contracts, leases and licences, as tabled;

### 10.1. Building Management Software

It was resolved for Owners Corporation 1 Plan No. PS831067G to enter into an agreement with BuildingLink International for the purposes of providing building management software for the Owners Corporation.

Building Management Software with BuildingLink International	
<b>Parties</b>	Owners Corporation 1 Plan No. PS831067G and BuildingLink International
<b>Purpose</b>	An agreement to provide building management software for the Owners Corporation.
<b>Initial Amount</b>	\$4,514.40 inclusive of GST
<b>Term</b>	Three (3) Years
<b>Expiry</b>	21 <sup>st</sup> February 2026

### 10.2. Centralised Energy Equipment (Electricity, Solar System & Hot Water)

It was resolved for Owners Corporation 1 Plan No. PS831067G to enter into a Master Services Agreement with WinConnect Pty Ltd for the purposes of WinConnect Pty Ltd to provide the centralised energy equipment to supply and operate the following:

- Supply Order – Metering Equipment for Embedded (Electrical) Network

- Supply Order – Solar System on Embedded Electrical Network
- Supply Order – Serviced Hot Water Natural Gas

It was resolved for the Owners Corporation 1 Plan No. PS826451K to execute the Assignment and Assumption Agreement for the Master Agreement with Origin Energy Electricity Limited noting that the Owners Corporations accepts all rights and benefits under the Master Agreement and all Supply Orders.

<b>Centralised Energy Equipment (Electricity, Solar System &amp; Hot Water)</b>	
<b>Parties</b>	Owners Corporation 1 Plan No. PS826451K and WinConnect Pty Ltd
<b>Purpose</b>	An agreement with WinConnect Pty Ltd for the purposes of WinConnect Pty Ltd to provide the centralised energy equipment to supply and operate the electrical network, solar system on embedded electrical network and hot water natural gas system.

It was noted and resolved by Special Resolution that the Owners Corporation Rules apply:

- 9.3 The Owners Corporation may share among the Proprietors or Occupiers in the Owners Corporation the common costs of supply, consumption and maintenance of any shared facility or services (including that for gas, power and/or water supply) required for heating or cooling the Lots, hot water or cooking within the Lots (except for the Retail Lot and/or the commercial Lot) or shared supply of lighting to:
- a Lot or Lots;
  - a Carpark Lot; or
  - a Storage Lot.
- 9.4 The OC and its Manager has the discretion to apportion such costs taking into account the benefit, whether wholly, substantially or nominally, to or usage by a Lot for the particular the period being apportioned or the OC Manager may charge a proportion of such service and supply charges relating to the relevant Lot calculated by the OC Manager on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly by the service.

### 10.3. Cleaning Agreement

It was resolved for Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G to enter into an agreement with City Group Clean Management for the purposes of providing common area cleaning services for the Owners Corporations.

<b>Cleaning Agreement with City Group Clean Management</b>	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and City Group Clean Management
<b>Purpose</b>	An agreement to provide cleaning services for the Owners Corporations.
<b>Initial Amount</b>	\$128,986.00 inclusive GST

### 10.4. Emergency Exit & Lighting Maintenance

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the emergency exit & lighting maintenance in accordance with the Occupancy Permit requirements on behalf of the Owners Corporations and will enter into an agreement accordingly.

**10.5. Essential Safety Measures Maintenance**

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the essential safety measures maintenance in accordance with the Occupancy Permit requirements on behalf of the Owners Corporations and will enter into an agreement accordingly.

**10.6. Building Management Agreement**

It was resolved for Owners Corporation 1, 2, 3 and 4 Plan No. PS831067G to enter into an agreement with Asset Building Management Pty Ltd for the purposes of providing building manager services for the Owners Corporation.

<b>Building Management with Asset Building Management</b>	
<b>Parties</b>	Owners Corporation 1, 2, 3 and 4 on Plan No. PS831067G and Asset Building Management.
<b>Purpose</b>	An agreement to provide building manager services for the Owners Corporation.
<b>Initial Amount</b>	\$264,000.00 inclusive GST
<b>Term</b>	Two (2) Years

**10.7. Fire Monitoring Agreement**

It was resolved for Owners Corporation 1 Plan No. PS831067G to enter into an agreement with Tyco Australia Group Pty Ltd trading as ADT Fire Monitoring for the purposes of providing fire monitoring services for the Owners Corporation.

<b>Fire Monitoring Agreement with ADT Fire Monitoring</b>	
<b>Parties</b>	Owners Corporation 1 Plan No. PS831067G and ADT Fire Monitoring
<b>Purpose</b>	An agreement to provide fire monitoring services for the Owners Corporation.
<b>Initial Amount</b>	\$1,919.50 inclusive of GST
<b>Term</b>	Three (3) Years

**10.8. Garage Door Maintenance**

It was resolved for Owners Corporation 4 Plan No. PS831067G to appoint Mirage Doors for the purposes of providing garage door maintenance services for the Owners Corporation.

<b>Garage Door Maintenance Agreement with Mirage Doors</b>	
<b>Parties</b>	Owners Corporation 4 Plan No. PS831067G and Mirage Doors
<b>Purpose</b>	An agreement to provide garage door maintenance services for the Owners Corporation.
<b>Initial Amount</b>	\$2,090 inclusive of GST
<b>Term</b>	No lock in contract

**10.9. Gardening Agreement**

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the purposes of providing common property gardening services for the Owners Corporations commencing from the end of the guaranteed maintenance period.



#### 10.10. Gymnasium Equipment Lease

It was resolved to novate and/or enter into a lease agreement with Life Fitness to hire gym equipment for Owners Corporation 2 Plan No. PS831067G and as outlined within the lease agreement.

Gym Equipment Lease with Life Fitness	
<b>Parties</b>	Owners Corporation 2 Plan No. PS831067G and Life Fitness
<b>Purpose</b>	An agreement to hire gym equipment services for the Owners Corporation as outlined within the lease agreement.
<b>Lease Amount</b>	\$1,909.80 inclusive GST per month
<b>Term</b>	Four (4) Years

#### 10.11. Hydraulic Services

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the hydraulic equipment maintenance in accordance with the Occupancy Permit requirements on behalf of the Owners Corporations and will enter into an agreement accordingly.

#### 10.12. Loan Agreement for Waste Tug

It was resolved to enter into a loan agreement with UAGWM for payment of Spacepac Industries Pty Ltd Tax Invoice 186818 for the purchase of a suitable towing device to transfer waste bins for collection for the amount of \$25,751 inclusive GST and that Owners Corporation 1 Plan of Subdivision PS831067G will repay the loan as outlined within the agreement.

Loan Agreement	
<b>Parties</b>	Owners Corporation 1 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	An loan agreement for the Owners Corporation to reimburse UAGWM for payment of Spacepac Industries Pty Ltd Tax Invoice 186818 for the purchase of a suitable towing device to transfer waste bins for collection.
<b>Loan Amount</b>	\$25,751 inclusive GST
<b>Term</b>	By 31 December 2023

#### 10.13. Loan Agreement for Common Area Furniture

It was resolved to enter into a loan agreement with UAGWM the purchase of furniture for the common property for the amount of \$82,500 inclusive GST and that Owners Corporation 1 Plan of Subdivision PS831067G will repay the loan as outlined within the agreement.

Loan Agreement	
<b>Parties</b>	Owners Corporation 1 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	An loan agreement for the Owners Corporation to reimburse UAGWM for furniture for the common property.
<b>Loan Amount</b>	\$165,000 inclusive GST over 24 months
<b>Term</b>	24 months

#### 10.14. Letting Deed

It was resolved to enter into a deed with UAG West Melbourne Pty Ltd for the use of the licensed area on Common Property 1, 2, 3 & 4 for all purposes relating to providing letting services in respect of a lot and as outlined within the deed.

Letting Deed	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	A deed for the purposes of using the licenced area on Common Property 1, 2, 3 & 4 for all purposes as outlined within the deed.
<b>Term</b>	Five (5) Years
<b>Fee</b>	\$1.00 per annum payable on demand

#### 10.15. Lift Maintenance

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the lift maintenance in accordance with the Occupancy Permit requirements on behalf of the Owners Corporations and will enter into an agreement accordingly from the end of the guaranteed maintenance period.

#### 10.16. Lift Sim Monitoring

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for lift sim monitoring on behalf of the Owners Corporations and will enter into an agreement accordingly from the end of the guaranteed maintenance period.

#### 10.17. Owners Corporation Management Agreement

As UAG West Melbourne Pty Ltd is the initial owner representing the owners Corporations, the appointment of a Manager as referred to in these minutes was considered as being appropriate to ensure the provision of effective and efficient services to the Owners Corporations.

Accordingly, it was resolved that Melbourne Owners Corporation Services Pty Ltd of G01/12 Cato Street, Hawthorn East be appointed as Manager for the Owners Corporation for a term of Three (3) years noting the initial cost is \$52,360.00 inclusive GST.

It was further resolved to formalise the appointment of the Manager by the Owners Corporation executing a contract of appointment.

Owners Corporation Management Agreement with Melbourne Owners Corporation Services	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and Melbourne Owners Corporation Services Pty Ltd
<b>Purpose</b>	An agreement to provide Owners Corporation Management services for the Owners Corporations.
<b>Initial Amount</b>	\$52,360.00 inclusive of GST
<b>Term</b>	Three (3) Years

#### 10.17.1. Disclosures

**(a) Relationship with the Manager of the Owners Corporation**

It was noted that United Asia Group & UAGWM conducted an Owners Corporation Management tender and based on this, Melbourne Owners Corporation Services Pty Ltd was awarded with the Owners Corporation Management appointment.

Apart from the above, neither United Asia Group nor UAGWM has any other relationship with Melbourne Owners Corporation Services Pty Ltd.

**(b) Immediate or future financial transactions that will or may arise out of the relationship with the Manager**

It was noted that United Asia Group acting as the Developer & UAGWM confirmed that no immediate or future transactions may or will arise out of this relationship.

**(c) Benefits the Developer will get as a result of that relationship**

It was noted that United Asia Group acting as the Developer & UAGWM will receive the benefit of professional management of the property by the Owners Corporation manager for their development known as "Flagstaff Hill Residences". As noted in item 10.8.1 (b) above, the Developer and UAGWM will not receive any financial benefits from the appointment of Melbourne Owners Corporation Services Pty Ltd as the Owners Corporation Manager.

**(d) Disclosure of Beneficial Relationships with Suppliers**

Members present were advised of the beneficial relationship between Melbourne Owners Corporation Services Pty Ltd and the suppliers being Leon's Property Maintenance & Care Pty Ltd and Asset Building Management Pty Ltd, where both are owned by the same sole director. Melbourne Owners Corporation Services Pty Ltd does not benefit directly from the suppliers, however there is a personal relationship (marriage) between the Directors of the two companies.

#### 10.17.2. Owners Corporation Certificates

It was resolved to authorise the Manager to issue Owners Corporation Certificates on behalf of the Owners Corporation.

#### 10.17.3. Further authority of Manager

It was resolved to authorise the Manager to:

- (a) collect the fees for the Owners Corporation, to operate a bank account for or on behalf of the Owners Corporation and open a cheque account in the name of the Owners Corporation;
- (b) prepare and submit any required tax return on behalf of the Owners Corporation;
- (c) apply for an Australian Business Number for the Owners Corporation (to the extent that one has not already been applied for and obtained);
- (d) register for goods and services tax purposes (to the extent that the Owners Corporation has not already been registered and if required); and
- (e) prepare and submit any required business activity statements on behalf of the Owners Corporation (if required).

#### 10.18. Mechanical Services

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the mechanical services maintenance in accordance with the Occupancy Permit requirements on behalf of the Owners Corporations and will enter into an agreement accordingly.

#### 10.19. Retail Lot Licence with Lot T1

It was resolved to enter into a Retail Lot Licence with the Owner of Lots T1 to:

- grant an exclusive licence to undertake works required to and install Permitted Improvements in on over the Licensed Area; and
- grant a non-exclusive licence to pass over the Common Property with or without vehicles and machinery;

and as outlined within the Licence.

Retail Lot Licence with Lot T1	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and UAG West Melbourne Pty Ltd and/or Justin Salvalaggio
<b>Purpose</b>	A licence for the purposes of the Owners Corporation to: <ul style="list-style-type: none"> <li>- grant an exclusive licence to undertake works required to and install Permitted Improvements in on over the Licensed Area; and</li> <li>- grant a non-exclusive licence to pass over the Common Property with our without vehicles and machinery;</li> </ul>
<b>Term</b>	99 Years
<b>Fee</b>	\$1.00 per year, payable by yearly instalments commencing on the Commencement date.

#### 10.20. Retail Lot Licence with Lot T2

It was resolved to enter into a Retail Lot Licence with the Owner of Lots T2 to:

- grant an exclusive licence to undertake works required to and install Permitted Improvements in on over the Licensed Area; and
- grant a non-exclusive licence to pass over the Common Property with or without vehicles and machinery;

and as outlined within the Licence.

Retail Lot Licence with Lot T2	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	A licence for the purposes of the Owners Corporation to: <ul style="list-style-type: none"> <li>- grant an exclusive licence to undertake works required to and install Permitted Improvements in on over the Licensed Area; and</li> <li>- grant a non-exclusive licence to pass over the Common Property with our without vehicles and machinery;</li> </ul>
<b>Term</b>	99 Years
<b>Fee</b>	\$1.00 per year, payable by yearly instalments commencing on the Commencement date.

#### 10.21. Rooftop Common Property Licence with Lot 2401

It was resolved to enter into a Rooftop Common Property Licence with the Owner of Lot 2401 for the purposes of the Owners Corporation may requiring access to the Lot 2401 to access the rooftop of the Building (Common Property) for maintenance and repairs that may be required for the building and as outlined within the Licence.

Rooftop Common Property Licence with Lot 2401	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	A licence for the purposes of the Owners Corporation may requiring access to the Lot 2401 to access the rooftop of the Building (Common Property) for maintenance and repairs that may be required for the building and as outlined within the Licence.
<b>Term</b>	99 Years
<b>Fee</b>	\$1.00 per year, payable by yearly instalments commencing on the Commencement date.

#### 10.22. Rooftop Common Property Licence with Lot 2501

It was resolved to enter into a Rooftop Common Property Licence with the Owner of Lot 2501 for the purposes of the Owners Corporation may requiring access to the Lot 2501 to access the rooftop of the Building (Common Property) for maintenance and repairs that may be required for the building and as outlined within the Licence.

Rooftop Common Property Licence with Lot 2501	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	A licence for the purposes of the Owners Corporation may requiring access to the Lot 2501 to access the rooftop of the Building (Common Property) for maintenance and repairs that may be required for the building and as outlined within the Licence.
<b>Term</b>	99 Years
<b>Fee</b>	\$1.00 per year, payable by yearly instalments commencing on the Commencement date.

#### 10.23. Sanitary Collection

It was resolved for Owners Corporation 1 & 2 Plan No. PS831067G to enter into an agreement with Impact Hygiene for the purposes of providing sanitary collection services for the Owners Corporations.

Sanitary Collection Agreement with Impact Hygiene	
<b>Parties</b>	Owners Corporation 1 & 2 Plan No. PS831067G and Impact Hygiene
<b>Purpose</b>	An agreement to provide sanitary collection services for the Owners Corporations.
<b>Initial Amount</b>	\$753.50 inclusive of GST
<b>Term</b>	One (1) Year

#### 10.24. Scenting Agreement

It was resolved for Owners Corporation 1 & 2 Plan No. PS831067G to enter into an agreement with Air Aroma Australia Pty Ltd for the purposes of providing equipment and fragrances for the Owners Corporations.

Scenting Agreement with Air Aroma Australia Pty Ltd	
<b>Parties</b>	Owners Corporation 1 & 2 Plan No. PS831067G and Air Aroma Australia Pty Ltd
<b>Purpose</b>	An agreement for the purposes of providing <i>equipment and fragrances</i> for the Owners Corporations.
<b>Initial Amount</b>	\$425.70 inclusive of GST per month
<b>Term</b>	Three (3) Years
<b>Expiry</b>	16/03/2026

#### 10.25. Signage Licence

It was resolved to enter into a Signage Licence with UAG West Melbourne Pty Ltd for the purposes of an exclusive licence to erect signs on, and affix signs to the licensed area and to replace those signs from time to time and a non exclusive licence to pass over the Common Property with or without vehicles and machinery as necessary and as outlined within the licence.

Signage Licence	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	A licence for the purposes of an exclusive licence to erect signs on, and affix signs to the licensed area and to replace those signs from time to time and a non exclusive licence to pass over the Common Property with or without vehicles and machinery as necessary and as outlined within the licence.
<b>Term</b>	99 Years
<b>Fee</b>	\$500 per year, payable by yearly instalments commencing on the Commencement date.

#### 10.26. Substation Lease

It was resolved for Owners Corporation 1 Plan No. PS831067G to novate and/or enter into a lease agreement with CitiPower Pty Ltd to use part of Common Property 1 for the operation of an electrical substation.

It was noted that the lease remains with the land therefore the Owners Corporation will be responsible for the land owners' obligations as outlined within the lease documentation.

Electrical Substation Lease with CitiPower Pty Ltd	
<b>Parties</b>	Owners Corporation 1 Plan No. PS831067G and CitiPower Pty Ltd
<b>Purpose</b>	An agreement whereby the Owners Corporation authorises land to be used for an electrical substation and for other purposes incidental to the receiving, distributing, transforming, and supplying of electricity.
<b>Fee</b>	\$0.01c inclusive of GST
<b>Term</b>	Thirty (30) Years

**10.27. Telecommunications Agreement (Fibre Optic Cable Network)**

It was noted that a Telecommunications Agreement was entered into between UAG West Melbourne Pty Ltd (“**Developer**”) and Opticomm for the purposes of Opticomm to design, install and operate a high speed broadband fibre optic cable network within the Development Site.

The Owners Corporation/s acknowledges and agrees that the Developer has appointed Opticomm as the sole and exclusive supplier of telecommunications network infrastructure and wholesale carriage of services in the Development.

The Owners Corporation/s acknowledges that Opticomm may need access to the Development at any time for the purposes of Opticomm network.

The Owners Corporation/s consents to Opticomm activities, access and tenure as set out in the agreement and resolves to enter into any document required by and in favour of Opticomm confirming the same (if required).

It was further noted that a copy of the Telecommunications Agreement dated 25 February 2021 has been provided to the Manager.

<b>Telecommunications Agreement with Opticomm</b>	
<b>Parties</b>	Owners Corporation 1, 2, 3, and 4 Plan No. PS831067G and Opticomm
<b>Purpose</b>	An agreement to design, install and operate a high speed broadband fibre optic cable network within the Development Site and the owners Corporation/s and Opticomm will meet obligations in accordance with Opticomm guidelines and Telecommunications Act.

**10.28. Waste Chute Maintenance**

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the purposes of providing waste chute maintenance services for the Owners Corporation.

**10.29. Window Cleaning**

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the purposes of providing window cleaning services for the Owners Corporation.

**10.30. Car Park Licence between UAG West Melbourne & Enliven Property Pty Ltd**

It was resolved that the Owners Corporation No. 1, 2, 3, and 4 consents to car park licence entered between UAG West Melbourne Pty Ltd (ACN 615 784 006) as trustee for the UAG West Melbourne Trust ABN 47 190 462 879 and Enliven Property Pty Ltd ABN 645 418 91.

## **10.31. Utilities**

### **10.31.1. Common Electricity Account**

It was noted that Owners Corporation 1 Plan No. PS831067G will set up an account and/or enter into an agreement with WINconnect for supply of the common electricity for the property & will pay all and any invoices relating to the supply of common property electricity from the first settlement date.

### **10.31.2. Common Hot Water Account**

It was noted that Owners Corporation 1 Plan No. PS831067G will set up an account and/or enter into an agreement with WINconnect for supply of the common gas for the property & will pay all and any invoices relating to the supply of common property gas from the first settlement date.

### **10.31.3. Common Telephone Services**

It was noted that Owners Corporation 2 Plan No. PS831067G will set up an account and/or enter into an agreement with a telecommunications provider for the purposes of providing a telephone service for common areas & will pay all and any invoices relating to the common telephone service(s) from commencement of the service.

### **10.31.4. Common Water Account**

It was noted that Owners Corporation 1 Plan No. PS831067G will set up an account and/or enter into an agreement with the water authority for supply of the common water for the property & will pay all and any invoices relating to the supply of common property water from the first settlement date.

And the Owners Corporation resolved that if UAGWM requires any amendments to any document referred to above which do not materially or substantially change the general nature of the documents, the Manager is authorized to sign such amended document on behalf of the Owners Corporation as directed by UAGWM.

And the Owners Corporation resolved that the Manager shall execute any further document, lease, licence, deed or agreement on behalf of the Owners Corporation if directed to do so by UAGWM if UAGWM determines that such document, lease, licence, deed or agreement is necessary for the better operation of the Owners Corporation or to better manage the Common Property for the benefit of the members or for the purpose set out in any of the documents tabled



## 11. Insurance

### 11.1. Policy

It was noted that the following insurance has been taken out by the Owners Corporations.

Insurance Policy Details	
<b>Insurer:</b>	CHU Underwriting Agencies Pty Ltd
<b>Policy Number:</b>	HU0006101945
<b>Building Valuation:</b>	\$80,000,000
<b>Loss of Rent:</b>	\$12,000,000
<b>Contents:</b>	\$800,000
<b>Public/Legal Liability:</b>	\$50,000,000
<b>Office Bearers:</b>	\$1,000,000
<b>Excess:</b>	\$1,000
<b>Renewal Date:</b>	08/03/2024
<b>Cover:</b>	All Lots and Common Property on Plan No. PS831067G at 45-55 Dudley Street, West Melbourne 3003

#### 11.1.1. 1<sup>st</sup> Year Insurance Premium – Settlement Adjustment

It was resolved that UAGWM will pay the insurance premium for the Owners Corporation in the sum of \$57,407,17 based upon the terms offered by the Insurance Agent and recover from initial purchasers at settlement based upon their relative units of lot liability.

#### 11.1.2. Certificate of Currency

To obtain a certificate of currency, please contact Archer Insurance Corp on 8560 1555 and/or via [info@archerinsurance.com.au](mailto:info@archerinsurance.com.au)

#### 11.1.3. Notes

As the Owners Corporation insurance policy does not cover fittings (including carpets, light fittings and window furnishings), contents and public liability for individual lots, it is strongly suggested that each owner seeks advice on insurance to cover issues that may arise in their lot.

For claims on the Owners Corporation insurance policy the excess is always payable by the claimant.

### 11.2. Valuation

It is noted that for section 65(1) of the Owners Corporations Act 2006 an owners corporation must obtain a valuation of all buildings that it is liable to insure.

It was resolved to obtain quotations to undertake an insurance valuation and present to the Committee of Management before the annual renewal of the insurance premium.

## 12. Election

### 12.1. Election of Chairperson/Committee of Management

It was resolved to appoint Nicole Chow as the interim Chairperson of the Owners Corporation.

It was resolved to appoint the following on behalf of all lots as the interim Owners Corporation Committee of Management:

Nicole Chow  
Tony Battersby  
Irvin Liang

It was resolved to appoint a Committee of Management and Grievance Committee made up of purchasers as soon as practicable.

**12.2. Election of Secretary**

It was resolved to appoint Melbourne Owners Corporation Services Pty Ltd as the Secretary of the Owners Corporation until its appointment is revoked in writing.

**12.3. Election of Public Officer**

It was resolved to appoint Melbourne Owners Corporation Services Pty Ltd as the Public Officer (as per the requirements of the Australian Taxation Office) of the Owners Corporation until its appointment is revoked in writing.

**13. Signage**

In accordance with Regulation 22(4) of the Owners Corporation Regulations 2018, it was resolved that a sign be erected and/or affixed to the property, as directed by the Owners Corporation, visible to Owners Corporation members and the public.

**14. Close of Meeting**

As there was no further business, the meeting closed at 12:00 PM.

## SCHEDULE 1 OWNERS CORPORATION REGISTER

**Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G**  
 45-55 Dudley Street, West Melbourne 3003

### 1. Owners Corporation Plan Number and Address / ABN & GST Requirements

<b>Plan Number</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G
<b>Address</b>	45-55 Dudley Street, West Melbourne 3003
<b>Entity Name</b>	OCPS 831067G
<b>ABN Number</b>	83 682 974 600
<b>ABN Status</b>	Registered from 11/01/2023
<b>Entity Type</b>	Strata -Title
<b>GST</b>	Registered from 11/01/2023

### 2. Name and address of each lot owner

<b>Registered Name</b>	UAG West Melbourne Pty Ltd
<b>Lot Number</b>	All Lots
<b>Address</b>	C/- 881A High Street, Armadale 3143

### 3. Manager's details

<b>Name of Manager</b>	Melbourne Owners Corporation Services Pty Ltd
<b>Registration Number</b>	778
<b>Office Address</b>	G01/12 Cato Street, Hawthorn East VIC 3123
<b>Mailing Address</b>	PO BOX 2228 Hawthorn VIC 3122
<b>Telephone</b>	03 9818 2488
<b>Email</b>	info@mocs.com.au

### 4. Total lot liability and total lot entitlement

OWNERS CORPORATION 1	
<b>Total lot liability</b>	12750
<b>Total lot entitlement</b>	12750
OWNERS CORPORATION 2	
<b>Total lot liability</b>	12553
<b>Total lot entitlement</b>	12553
OWNERS CORPORATION 3	
<b>Total lot liability</b>	164
<b>Total lot entitlement</b>	164
OWNERS CORPORATION 4	
<b>Total lot liability</b>	460
<b>Total lot entitlement</b>	460

**5. Lot liability and lot entitlements for each lot affected by the Owners Corporation**

Refer registered plan of subdivision.

**6. The basis for the setting of lot liability and lot liability**

As noted on the registered plan of subdivision.

**7. Date of amendment to the Owners Corporation rules and the date of the recording of the consolidated rules in the Register kept under the Transfer of Land Act 1958**

To be advised.

**8. Details of any notices or orders served on the Owners Corporation by a court or tribunal or under an Act.**

Nil.

**9. Details of contracts, leases, licences entered into by the Owners Corporation**

- Building Management Software with BuildingLink International
- Centralised Energy Equipment (Electricity, Solar System & Hot Water) with Winconnect Pty Ltd
- Cleaning Agreement with City Group Clean Management
- Facilities Management and Licence Agreement with Asset Building Management
- Fire Monitoring Agreement with ADT Fire Monitoring
- Gymnasium Equipment Lease with Life Fitness
- Owners Corporation Management Agreement with Melbourne Owners Corporation Services Pty Ltd
- Sanitary Collection with Impact Hygiene
- Scenting Agreement with Air Aroma Australia Pty Ltd
- Substation Lease with CitiPower Pty Ltd
- Telecommunications Agreement (Fibre Optic Cable Network) with Opticomm

**10. Details of the insurance policies taken out by the Owners Corporation**

Insurance Policy Details	
<b>Insurer:</b>	CHU Underwriting Agencies Pty Ltd
<b>Policy Number:</b>	HU0006101945
<b>Building Valuation:</b>	\$80,000,000
<b>Loss of Rent:</b>	\$12,000,000
<b>Contents:</b>	\$800,000
<b>Public/Legal Liability:</b>	\$50,000,000
<b>Office Bearers:</b>	\$1,000,000
<b>Excess:</b>	\$1,000
<b>Renewal Date:</b>	08/03/2024
<b>Cover:</b>	All Lots and Common Property on Plan No. PS831067G at 45-55 Dudley Street, West Melbourne 3003

**SCHEDULE 2**  
**ANNUAL BUDGET**

**Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G**  
45-55 Dudley Street, West Melbourne 3003

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## Proposed Budget to apply from 01/04/2023

Owners Corporation 1, 2, 3 & 4 PS831067G

Flagstaff Hill, 45 Dudley Street, West Melbourne VIC 3003

### Administrative Fund

Proposed  
budget

Revenue

Levies Due--Admin	593,920.00
Levy Contribution - Owners Corporation 2	180,100.00
Levy Contribution - Owners Corporation 3	1,580.00
Levy Contribution - Owners Corporation 4	4,950.00
<b>Total revenue</b>	<b>780,550.00</b>

Less expenses

Admin--Accounting--Audit Services	1,900.00
Admin--Accounting--BAS	800.00
Admin--Agent Disbursements	8,500.00
Admin--Consultant--Maintenance Plan	2,750.00
Admin--Levy Contribution OC2	180,100.00
Admin--Levy Contribution OC3	1,580.00
Admin--Levy Contribution OC4	4,950.00
Admin--Management Fee--Additional Services	1,500.00
Admin--Management Fees--Standard	47,600.00
Admin--OC Set Up Cost	1,000.00
Admin--Subscriptions (APPS)	4,104.00
Admin--Sundry Expenses (Building Manager)	1,000.00
Admin--Web Hosting	650.00
Bldg Manager--Building Management	240,000.00
Bldg Manager--Telephone & Internet	3,200.00
ESM--Anchor Point/Fall Arrest System	4,612.00
ESM--Essential Safety Measures Inspections	9,200.00
ESM--Fire Indicator Panel Monitoring	1,745.00
ESM--Mechanical Ventilation Agreement (CP)	5,000.00
Insurance--Premiums	52,200.00
Maint Bldg--Cleaning--Car Park Cleaning	3,500.00
Maint Bldg--Cleaning--Contracts	11,726.00
Maint Bldg--Cleaning--Materials/Consumables	1,800.00
Maint Bldg--Cleaning--Sanitary Services	228.00
Maint Bldg--Cleaning--Scenting/Deodorising	4,645.00
Maint Bldg--Cleaning--Windows/Glass	19,600.00
Maint Bldg--Equipment Purchases	23,910.00
Maint Bldg--Furniture & Fittings	75,000.00
Maint Bldg--General Repairs/Expenses	2,000.00
Maint Bldg--Office Fit Out	7,000.00

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Maint Bldg--Pump Maintenance	8,000.00
Maint Bldg--Water Feature	750.00
Maint Grounds--Lawns & Gardening	5,000.00
Utility--Electricity	40,000.00
Utility--Water & Sewerage	5,000.00
Total expenses	<u>780,550.00</u>
Surplus/Deficit	<u>0.00</u>
Opening balance	0.00
Closing balance	<u><u>\$0.00</u></u>
Total units of entitlement	12750
Levy contribution per unit entitlement	\$51.24
Budgeted standard levy revenue	593,920.00
Add GST	59,392.00
Amount to raise in levies including GST	<u>\$653,312.00</u>

## Proposed Budget to apply from 01/04/2023

Owners Corporation 2 on PS831067G -  
Residential

Flagstaff Hill, 45 Dudley Street, West Melbourne VIC  
3003

### Administrative Fund

Proposed  
budget

Revenue

Levy Contribution - Owners Corporation 2	180,100.00
<b>Total revenue</b>	<b>180,100.00</b>

Less expenses

Admin--Accounting--Audit Services	1,400.00
Admin--Accounting--BAS	800.00
Admin--Lease--Gym Equipment	20,832.00
Maint Bldg--Chute Services	2,160.00
Maint Bldg--Cleaning--Chute	1,610.00
Maint Bldg--Cleaning--Contracts	102,020.00
Maint Bldg--Cleaning--Rubbish Bins	1,450.00
Maint Bldg--Cleaning--Sanitary Services	458.00
Maint Bldg--General Repairs/Expenses	1,000.00
Maint Bldg--Lift--Maintenance Contract	19,900.00
Maint Bldg--Sauna	800.00
Maint Bldg--Security Patrols	10,840.00
Maint Bldg--Water Feature	750.00
Maint Grounds--Lawns & Gardening	15,000.00
Utility--Telephone--Lift	1,080.00
<b>Total expenses</b>	<b>180,100.00</b>

Surplus/Deficit	0.00
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Opening balance	0.00
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Closing balance	\$0.00
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Total units of entitlement	12553
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Levy contribution per unit entitlement	\$0.00
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Budgeted standard levy revenue	0.00
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Add GST	0.00
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Amount to raise in levies including GST	\$0.00
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## Proposed Budget to apply from 01/04/2023

Owners Corporation 3 on PS831067G - Retail

Flagstaff Hill, 45 Dudley Street, West Melbourne VIC 3003

### Administrative Fund

Proposed  
budget

Revenue

Levy Contribution - Owners Corporation 3	1,580.00
<b>Total revenue</b>	<b>1,580.00</b>

Less expenses

Admin--Accounting--BAS	200.00
Maint Bldg--Cleaning--Contracts	1,180.00
Maint Bldg--General Repairs/Expenses	200.00
<b>Total expenses</b>	<b>1,580.00</b>

Surplus/Deficit	0.00
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Opening balance	0.00
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Closing balance	\$0.00
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Total units of entitlement	164
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Levy contribution per unit entitlement	\$0.00
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Budgeted standard levy revenue	0.00
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Add GST	0.00
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Amount to raise in levies including GST	\$0.00
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## Proposed Budget to apply from 01/04/2023

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Owners Corporation 4 on PS831067G - Car Park      Flagstaff Hill, 45 Dudley Street, West Melbourne VIC 3003

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### Administrative Fund

Proposed  
budget

#### Revenue

Levy Contribution - Owners Corporation 4	4,950.00
<b>Total revenue</b>	<b>4,950.00</b>

#### Less expenses

Admin--Accounting--BAS	200.00
Maint Bldg--Cleaning--Contracts	2,350.00
Maint Bldg--Garage Doors	1,900.00
Maint Bldg--General Repairs/Expenses	500.00
<b>Total expenses</b>	<b>4,950.00</b>

Surplus/Deficit	0.00
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Opening balance	0.00
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Closing balance	<b>\$0.00</b>
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Total units of entitlement	460
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Levy contribution per unit entitlement	\$0.00
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Budgeted standard levy revenue	0.00
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Add GST	0.00
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Amount to raise in levies including GST	<b>\$0.00</b>
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**SCHEDULE 3**  
**LEVY SCHEDULE**

**Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G**  
45-55 Dudley Street, West Melbourne 3003

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Levy Schedule - Flagstaff Hill PS831067G

Including GST	OC1 (Unlimited)				OC2 (Residential)				OC3 (Retail)				OC4 (Car Park)		Grand Total All Occs		
	Bi-annual Levy Due 01/04/23	Quarterly Levy Due 01/01/23	Quarterly Levy Due 01/01/24	Annual Levy Total	Bi-annual Levy Due 01/04/23	Quarterly Levy Due 01/01/23	Quarterly Levy Due 01/01/24	Annual Levy Total	Bi-annual Levy Due 01/04/23	Quarterly Levy Due 01/01/23	Quarterly Levy Due 01/01/24	Annual Levy Total	Bi-annual Levy Due 01/04/23	Quarterly Levy Due 01/01/23		Quarterly Levy Due 01/01/24	Annual Levy Total
T1	2,869.45	1,434.72	1,434.72	5,738.89	-	-	-	-	593.46	296.73	296.73	1,186.92	59.18	29.59	29.59	118.36	7,044.17
T2	1,332.24	666.12	666.12	2,664.48	-	-	-	-	275.54	137.77	137.77	551.08	-	-	-	-	3,215.56
201	1,562.82	781.41	781.41	3,125.64	481.35	240.67	240.67	962.69	-	-	-	-	-	-	-	-	4,088.33
202	1,870.27	935.13	935.13	3,740.53	576.04	288.02	288.02	1,152.08	-	-	-	-	-	-	-	-	4,892.61
203	2,254.57	1,127.28	1,127.28	4,509.13	694.40	347.20	347.20	1,388.80	-	-	-	-	-	-	-	-	5,897.93
204	1,690.93	845.46	845.46	3,381.85	520.80	260.40	260.40	1,041.60	-	-	-	-	-	-	-	-	4,423.45
205	2,049.61	1,024.80	1,024.80	4,099.21	631.28	315.64	315.64	1,262.56	-	-	-	-	-	-	-	-	5,361.77
206	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
207	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27
208	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	59.18	29.59	29.59	118.36	4,072.65
209	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
210	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44
211	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44
212	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
213	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27
301	1,562.82	781.41	781.41	3,125.64	481.35	240.67	240.67	962.69	-	-	-	-	-	-	-	-	4,088.33
302	1,895.89	947.94	947.94	3,791.77	583.93	291.96	291.96	1,167.85	-	-	-	-	-	-	-	-	4,959.62
303	2,100.85	1,050.42	1,050.42	4,201.69	647.06	323.53	323.53	1,294.12	-	-	-	-	-	-	-	-	5,495.81
304	1,690.93	845.46	845.46	3,381.85	520.80	260.40	260.40	1,041.60	-	-	-	-	-	-	-	-	4,423.45
305	2,049.61	1,024.80	1,024.80	4,099.21	631.28	315.64	315.64	1,262.56	-	-	-	-	-	-	-	-	5,361.77
306	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
307	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27
308	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
309	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
310	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44
311	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44
312	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
313	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27
401	2,920.69	1,460.34	1,460.34	5,841.37	899.57	449.78	449.78	1,799.13	-	-	-	-	-	-	-	-	7,640.50
402	1,690.93	845.46	845.46	3,381.85	520.80	260.40	260.40	1,041.60	-	-	-	-	-	-	-	-	4,423.45
403	1,972.75	986.37	986.37	3,945.49	607.60	303.80	303.80	1,215.20	-	-	-	-	-	-	-	-	5,160.69
404	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
405	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27
406	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
407	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
408	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44
409	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44
410	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
411	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27
501	2,920.69	1,460.34	1,460.34	5,841.37	899.57	449.78	449.78	1,799.13	-	-	-	-	-	-	-	-	7,640.50
502	1,690.93	845.46	845.46	3,381.85	520.80	260.40	260.40	1,041.60	-	-	-	-	-	-	-	-	4,423.45
503	1,972.75	986.37	986.37	3,945.49	607.60	303.80	303.80	1,215.20	-	-	-	-	-	-	-	-	5,160.69
504	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
505	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27
506	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
507	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
508	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44
509	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44
510	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
511	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27
601	2,920.69	1,460.34	1,460.34	5,841.37	899.57	449.78	449.78	1,799.13	-	-	-	-	-	-	-	-	7,640.50
602	1,690.93	845.46	845.46	3,381.85	520.80	260.40	260.40	1,041.60	-	-	-	-	-	-	-	-	4,423.45
603	1,972.75	986.37	986.37	3,945.49	607.60	303.80	303.80	1,215.20	-	-	-	-	-	-	-	-	5,160.69
604	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
605	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27
606	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
607	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
608	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44
609	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44
610	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29
611	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27
701	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27
702	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27
703	2,741.35	1,370.67	1,370.67	5,482.69	844.33	422.17	422.17	1,688.67	-	-	-	-	-	-	-	-	7,171.36
704	2,690.11	1,345.05	1,345.05	5,380.21	828.55	414.27	414.27	1,657.09	-	-	-	-	-	-	-	-	7,037.30
705	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27
706	2,408.29	1,204.14															





**FLAGSTAFF HILL**  
RESIDENCES

## **PS 831067G – FLAGSTAFF HILL**

45 Dudley Street, West Melbourne

# **Owners Corporation 1, 2, 3 and 4 Special Rules**

### Definition of Owners Corporations (OC's):

OC 1 – Unlimited

OC 2 – Includes Only Residences

OC 3 – Retail

OC 4 – Carpark



## Contents

1.	Preface .....	4
2.	Definitions and interpretations .....	4
3.	Compliance with Rules and Rules of Use .....	6
4.	Access to Lots .....	7
5.	Compliance with Laws .....	7
6.	Notification .....	7
7.	Right of Way .....	7
8.	Owners Corporation Fees .....	7
9.	Support and provision of Services .....	8
10.	Behaviour by Proprietors and Occupiers .....	8
11.	Air Conditioning and Heating .....	10
12.	Plants .....	10
13.	Leasing or Licensing a Lot / No serviced apartment .....	11
14.	Cleaning of Building .....	12
15.	Cleaning of a Lot (including windows) .....	12
16.	Damage to Common Property .....	12
17.	Use of Carpark Lot .....	13
18.	Move Ins/outs (including furniture or goods) .....	15
19.	Interference with Common Property .....	16
20.	Security of Common Property .....	16
21.	Notification of damage to Common Property .....	17
22.	Compensation to Owners Corporation .....	17
23.	Restricted use of Common Property .....	17
24.	Security Access Key .....	17
25.	Garbage .....	17
26.	Storage of flammable liquids .....	18
27.	Pets and animals .....	18
28.	Consent of Owners Corporation .....	19
29.	Complaints and applications .....	19
30.	Infectious diseases .....	19
31.	Storage of bicycles .....	20
32.	Insurance premiums .....	20
33.	Fire control .....	20
34.	Signs, Blinds, Umbrellas and awnings .....	21
35.	Window tinting .....	21

36.	No painting, finishing, etc of external façade or Common Property .....	22
37.	Appearance of a Lot.....	22
38.	Mail .....	23
39.	Compliance with rules by invitees.....	23
40.	Building works .....	23
41.	Compliance with laws .....	25
42.	Conduct of meeting .....	25
43.	Recovery of Owners Corporation contribution fees/legal costs .....	25
44.	Penalty interest .....	25
45.	Use of appurtenances/apparatus .....	26
46.	No trade or business.....	26
47.	Private barbeques.....	26
48.	Signage licence .....	26
49.	Wind.....	26
50.	Sauna and Change Rooms.....	27
51.	Gymnasium.....	27
52.	Breach of these Rules .....	28
53.	Health, Safety and Security.....	29
54.	Selling or Leasing Activities .....	29
55.	Special Rights .....	29
56.	Dispute Resolution .....	30
57.	Special Rules for the Retail Lots and Commercial Lots .....	31
58.	Common Facilities/Common Area .....	33
59.	Letting Managers.....	33
60.	Facilities Manager .....	34
61.	Licence Agreements.....	34
62.	SDA Apartments .....	34



## 1. Preface

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This document comprises the rules of Owners Corporations 1, 2, 3 and 4 on Plan No. PS831067G as approved by a special resolution of the Owners Corporation pursuant to section 138 of the Act.

These Rules may not provide for a matter which is provided for in the model rules prescribed from time to time pursuant to section 139 of the Act. If this is the case, then these Rules will be deemed to include the provisions of the model rules relating to such a matter.

The Act and Regulations detail the powers of the Owners Corporation, the general duties of Proprietors, meetings and administration of the Owners Corporation, insurance and other miscellaneous matters. These Rules must be read in conjunction with the Act and the Regulations.

## 2. Definitions and interpretations

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In these Rules:

**Act** means *Owners Corporations Act 2006 (Vic)*, or any subsequent amendments, additions or substitutions that may be enacted from time to time;

**Apartment Lot** means those Lots located on Level 1 to Level 25 (inclusive) on the Plan;

**Bicycle Park** means the area on Common Property fitted with bicycle racks and set aside for the parking of bicycles and/or such other areas designated for the parking of bicycles by the Owners Corporation from time to time;

**Building** means the building constructed on the Land and includes a structure and part of that building or a structure, walls, service installations and other appurtenances of that building;

**Building Manager** means the person engaged by the Owners Corporation to assist on site with the day to day running of the building, such as providing access to respective maintenance contractors, reporting breaches to the Manager, advising the Manager of any areas of concern;

**Carpark Lot** means a Lot that has been constructed to be used primarily as a carpark;

**Common Property** means the area shown as Common Property No. 1, and/or Common Property No.2 and/or Common Property No. 3 and/or Common Property 4 as the case may be, all on the Plan;

**Developer** means UAG West Melbourne Pty Ltd ACN 615 784 006 or any subsidiary or related entity of that company;

**Development** means the land in the Plan and any surrounding land developed, being developed or to be developed by the Developer known as Flagstaff Hill;

**Easement** has the meaning given to the term pursuant to Rule 7;

**Essential Services** means any of transport, fuel, light, power, water, sewerage or any service (whether of a type similar to the foregoing or not) specified from time to time by the Victorian Governor in Council or any Government Agency;

**Facilities Manager** means the person or corporation appointed under the Facilities Management and Licence Agreement to provide the Facilities Management Service;

**Facilities Management and Licence Agreement** means the agreement between the Owners Corporation and the Facilities Manager to provide the Facilities Management Service;



**Facilities Management Service** means the facilities management services to be carried out by the Facilities Manager for the benefit of the Owners Corporation in accordance with the terms of the Facilities Management and Licence Agreement;

**Government Agency** means any authority, which will include without limitation government, semi-government, regulatory (whether public or private), federal, state or local government, and any entity with any authority or delegated responsibility to deal with any matters relating to the Building;

**Land** means the whole of the land contained in the Plan;

**Letting Deed** means the deed between the Owners Corporation and the Letting Manager to provide onsite letting and other services to Proprietors who wish to avail themselves of this service;

**Letting Manager** means the person appointed to provide the Letting Service under the Letting Deed;

**Letting Service** has the meaning given in the Letting Deed;

**Licensed Area** means the area shown on the plan attached to the Letting Deed;

**Lot** means a part of the Land (except a road, a reserve or Common Property) shown on the Plan;

**OC Manager** means the company for the time being appointed by the Owners Corporation as its Manager and a reference in these Rules to the Owners Corporation must, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires;

**Occupier** means any tenant, licensee, visitor, contractor engaged by a Proprietor or any other person or persons occupying a Lot;

**Owners Corporation** means OC1, OC2, OC3 and/or OC4 as the case may be either jointly or severally, all on the Plan;

**Plan or Plan of Subdivision** means plan of subdivision PS831067G;

**Public Holiday** means a day that is a bank holiday in Melbourne, Victoria;

**Proprietor** means an owner of a Lot and/or a Carpark Lot and/or Storage Lot and/or a Retail Lot and/or a commercial Lot affected by the Owners Corporation;

**Retail Lot** means Lots T1 and T2 on the Plan;

**Regulations** means the Owners Corporations Regulations 2018 (Vic) as amended from time to time;

**Rules** mean these rules and any rules adopted by the Owners Corporation from time to time;

**Rules of Use** means the rules of use reasonably set by the OC Manager from time to time;

**Security Access Key** means a key, magnetic swipe card/fob or other device used to open and close doors, gates or locks for all Common Property areas;

**Storage Lot** means a Lot that has been constructed to be used primarily as a storage area; and

**Reception and Storage Licence Area** means the area shown on the plan in Attachment 1 of the Letting Deed.

## 2.1 Interpretation

- (a) Unless the context otherwise requires:
  - i. headings are for convenience only;

- ii. words importing the singular include the plural and vice versa;
  - iii. an expression importing a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority;
  - iv. a reference to a thing includes part of that thing;
  - v. The obligations and restrictions in these Rules must 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;
  - vi. where examples of items are provided within these Rules these are provided for guidance only and are not to be considered exhaustive; and
  - vii. words of inclusion are not words of limitation.
- (b) 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.
  - (c) In the event of a conflict between these Rules and any restriction on the Plan, the restriction on the Plan will prevail.
  - (d) In the event of a conflict between these Rules and the Model Rules prescribed under the Regulations, these Rules prevail.

### **3. Compliance with Rules and Rules of Use**

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- 3.1 A Proprietor must comply with these Rules and must ensure that any Occupier of that Proprietor's Lot complies with these Rules.
- 3.2 A Proprietor must comply with all directions and Rules of Use set by the OC Manager or the Owners Corporation from time to time and must ensure that any Occupier of that Proprietor's Lot, complies with all such directions and Rules of Use. A breach of any directions or Rules of Use will constitute a breach of these Rules.
- 3.3 A Proprietor and/or Occupier use the Common Property at their own risk.
- 3.4 The Proprietor must pay, within 7 (seven) days of notice from the Owners Corporation, the costs incurred by the Owners Corporation in relation to:
  - (a) remedying any breach of these Rules; and
  - (b) any damage caused by any breach of these Rules by a Proprietor or an Occupier of the Proprietor's Lot or a licensee, invitee or contractor of the Proprietor or Occupier.

#### 4. Access to Lots

---

Except in the case of an emergency (in which case no notice shall be required) upon five (5) days' notice in writing the Owners Corporation or the OC Manager and their servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Proprietor in cases where such leakage or defect is due to any act or default of the Proprietor or an Occupier). The Owners Corporation and the OC Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Proprietor or any Occupier of the relevant Lot as is reasonable in the circumstances.

#### 5. Compliance with Laws

---

- 5.1 A Proprietor and/or Occupier must at the Proprietor's expense promptly comply with all laws relating to the Lot including any requirements, notices and orders of a Governmental Agency.
- 5.2 A Proprietor or Occupier must take all reasonable steps to ensure that any invitee of the Proprietor or Occupier comply with these Rules.

#### 6. Notification

---

Each Proprietor must advise the OC Manager, or Building Manager of an out of normal business hours contact address and telephone number of the Proprietor and each occupant of the Proprietor's Lot or any part of it and must promptly advise the OC Manager or Building Manager of any change in such address or telephone number.

#### 7. Right of Way

---

Proprietors and/or Occupiers agree and acknowledge that:

- (a) without limiting the rights of the Owners Corporation under section 12(2) for the *Subdivision Act 1988* (Vic), they grant an easement of way (**Easement**) over the Lots to the Owners Corporation for purposes of gaining access to the plant and service areas and any service pipe or ducts located in the Lots or the facade (for cleaning maintenance or repairs purposes) which is for the benefit of each Lot and/or the Common Property and is necessary for the reasonable use and enjoyment of the Lot and the Common Property by Proprietors and Occupiers of Lots;
- (b) they must allow the Owners Corporation and its respective employees, agents, licensees, visitors and contractors to use the Easement for the purpose of gaining access to the plant and service areas and any service pipes or ducts located in the Lots or the facade (for cleaning, maintenance or repair purposes) without interruption and disruption; and
- (c) they must not unreasonably interfere with or prevent the use of the Easement.

#### 8. Owners Corporation Fees

---

- 8.1 The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid by each Proprietor according to his or her Lot liability or as otherwise directed by the Owners Corporation or the OC Manager, as follows:
  - (a) in the first year, annually in advance; and
  - (b) thereafter, quarterly in advance unless otherwise resolved by the Owners Corporation.
- 8.2 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

## **9. Support and provision of Services**

---

- 9.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor or Occupier must not do anything or permit anything to be done on or in relation to that Lot or the Common Property which results in:
- (a) the structural and functional integrity of any part of the Common Property being altered, changed or impaired; or
  - (b) the passage or provision of services through the Lot or the Common Property is not interfered with.
- 9.2 A Proprietor or Occupier must not install a safe in a Lot without the written consent of the OC Manager and before submitting to the OC Manager a structural engineering report in respect of the proposed installation. The Proprietor or Occupier acknowledges that they will be liable for all reasonable costs that the OC Manager may incur in reviewing reports provided pursuant to this Rule.
- 9.3 The Owners Corporation may share among the Proprietors or Occupiers in the Owners Corporation the common costs of supply, consumption and maintenance of any shared facility or services (including that for gas, power and/or water supply) required for heating or cooling the Lots or cooking within the Lots (except for the Retail Lot and/or the commercial Lot) or shared supply of lighting to:
- (a) a Lot or Lots;
  - (b) a Carpark Lot; or
  - (c) a Storage Lot.
- 9.4 The OC Manager has the discretion to apportion such costs taking into account the benefit, whether wholly, substantially or nominally, to or usage by a Lot for the particular the period being apportioned or the OC Manager may charge a proportion of such service and supply charges relating to the relevant Lot calculated by the OC Manager on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly by the service.
- 9.5 For the avoidance of doubt, the OC Manager reserves its rights pursuant to section 49(2) of the Act.

## **10. Behaviour by Proprietors and Occupiers**

---

- 10.1 A Proprietor or Occupier must not:
- (a) create any undue noise, odours, vibrations or behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using Common Property; or
  - (b) obstruct the lawful use of Common Property by any person; or
  - (c) use machinery hammer drills or jack hammers or other noise emitting power tools in a Lot between the hours of 5:00 pm and 8:00 am on weekdays and on weekends or such hours not permitted by the authorities; or
  - (d) make or permit to be made any undue noise in or about the Common Property or any Lot; or
  - (e) allow the entry door or any external door (other than any door from a Retail Lot and/or a commercial Lot to an external area on the ground floor) of any Lot or on Common Property to be physically restrained from closing in any way; or

- (f) allow bicycles to be parked/left in areas other than the Bicycle Park; no e-bicycles or e-scooters or battery-powered mobility devices to be stored in apartments at anytime; these are fire hazards. Mobility devices for people with disabilities will be permitted; or
  - (g) use gymnasium equipment such as walking/running machines, weight stations, dumbbells inside their Lot between the hours of 10.00 pm and 7.00 am; or
  - (h) make or permit to be made noise from music, appliances or otherwise between the hours of 11.00 pm to 8:00 am Monday to Friday and from midnight to 8.00 am on Saturday and/or Sunday which may be heard outside the Proprietor's Lot or which would otherwise be in breach of the *Environment Protection Act 1970* (Vic) or the *Environment Protection (Residential Noise) Regulations 2008* (Vic); or
  - (i) contravene the fire regulations by installing unapproved dead locks or peep holes on its Lot that would void the Owners Corporation insurance policy. Any additional security device(s) installed must be approved by Owners Corporation; or
  - (j) if it is a Proprietor of a Retail Lot and/or a commercial Lot, use any area on its Lot located in the basement of the Building for any usage except other than a grease interceptor room; or
  - (k) object to any applications for any permit or licence to the relevant authority that is required for curbside seating in relation to any Retail Lot.
- 10.2 A Proprietor or Occupier when on Common Property (if on any part of a Lot so as to be visible from another Lot or from Common Property) must be adequately clothed, including appropriate footwear in all areas of the Building at all times (no bare feet permitted) and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another Lot or to any person lawfully using Common Property.
- 10.3 A Proprietor or Occupier must not smoke or consume alcohol on any part of the Common Property including but not limited to the stairwells, lifts, foyers and carpark forming part of the Common Property or such other parts of the Common Property as the Owners Corporation or the OC Manager may designate from time to time.
- 10.4 A Proprietor or Occupier must not use or permit to be used in or on the Common Property, tricycle, (non-motorised) scooters, skateboards, rollers skates, roller blades or the like. A bicycle may only be used on Common Property in the course of travel to and from the Bicycle Park and must only be wheeled through Common Property when accessing the lifts servicing the Bicycle Park. No e-bicycles, e-scooters or battery-powered mobility devices to be stored in apartments, unless given written approval by the Owners Corporation.
- 10.5 A Proprietor or Occupier must not dispose nor permit disposal of cigarette butts, cigarette ash or any other type of rubbish over their balconies/terrace, windows or on any Common Property.
- 10.6 A Proprietor or Occupier must not use their balcony/terrace/external area without consideration for surrounding properties (particularly with respect to noise, behaviour and appropriate clothing).
- 10.7 Food and beverage delivery must only be collected by Proprietors or Occupiers at the secure airlock entry access area of the Development and a Proprietor or Occupier must not permit food or beverage delivery drivers onto any other part of the Common Property or their Lot at any time.
- 10.8 Proprietors and Occupiers must not dirty, soil or stain any part of the common area floors with muddy, dusty or dirty shoes.
- 10.9 Proprietors and Occupiers must not allow more than 4 guests to enter and use any Common Property facilities at any one time, unless they have received prior approval from the Owners Corporation Chairperson or OC Manager.

- 10.10 Proprietors and Occupiers must leave all furniture and surfaces in the common area in clean and tidy condition and cleared of all personal belongings or waste after use. Any furniture that has been moved must be arranged back into the same position. Proprietors and Occupiers must not put, or allow any of their guests to put, their feet on any furniture in the lounge, lobby or any other common areas.
- 10.11 The Proprietors and Occupiers acknowledge and agree that any breach of this Rule 10 will result imposition of penalties and/or breach notices to be issued by the Owners Corporation.

## **11. Air Conditioning and Heating**

---

- 11.1 A Proprietor or Occupier must not install, maintain and operate an air- conditioning or heating unit to service the Lot which:
  - (a) is of a design which has not been approved by the Owners Corporation in writing prior to installation. All requests must be put in writing to the Owners Corporation and approval, if any, will be subject to terms and conditions set by the Owners Corporation. The Proprietor or Occupier acknowledges that they will be liable for all reasonable costs that the OC Manager may incur in reviewing reports provided pursuant to this Rule.
  - (b) when operated, damages, affects or interferes with the operation of the Common Property; or
  - (c) emits noise, vibrations or odours which, in the Owners Corporation opinion, interferes with the quiet use and enjoyment of the Common Property or other Lots.
- 11.2 A Proprietor or Occupier must maintain, service and is to be responsible for the air-conditioning condenser belonging to the particular Lot notwithstanding that it may be located on the Common Property. If the air-conditioning condenser is located on the Common Property, the Proprietor or Occupier of the Lot must obtain the prior written permission of the OC Manager or the Building Manager prior to accessing the air-conditioning condenser.
- 11.3 The Owners Corporation will maintain service and be responsible for the cooling/heating ducts on Common Property that is part of a centralised system and located within an Apartment Lot.
- 11.4 Except in the case of an emergency (in which case no notice shall be required) upon five (5) days' notice in writing the Owners Corporation or the OC Manager and their servants, agents and contractors shall be permitted to enter, inspect, trace, test, service, repair and if need be, replace the cooling/heating ducts (and any accessory parts) within these Apartment Lots at the expense of the Owners Corporation except in cases where any repair and/or replacement is due to any act or default of the Proprietor or an Occupier, in which event it will be at the expense of the Proprietor or Occupier.
- 11.5 The Owners Corporation or the OC Manager and their servants, agents and contractors shall be permitted to enter, inspect, trace, test, service, repair and if need be, replace these cooling/heating ducts (and any accessory parts) as many times a year as may be required to ensure the efficient and smooth running of the cooling/heating ducts.
- 11.6 The Owners Corporation and the OC Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Proprietor or any Occupier of the relevant Lot as is reasonable in the circumstances.

## **12. Plants**

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A Proprietor or Occupier who has plants on its Lot, whether on a balcony, terrace or otherwise must:

- (a) ensure that the plants are properly maintained and securely fixed or tethered;
- (b) refrain from watering the plants and the soil in such pots in such a way that water escapes onto the Lot, Common Property or other Lots; and

- (c) excessive planting is prohibited. Bamboo or similar screens and racks are not to be visible from the street or common property, unless permission is granted by the Owners Corporation.

### **13. Leasing or Licensing a Lot / No serviced apartment**

---

- 13.1 If a Proprietor allows another person to occupy any part of their Lot the Proprietor must:
  - (a) provide that person with an up to date copy of these Rules;
  - (b) ensure that person and their visitors and invitees comply at all times with these Rules;
  - (c) take all action available to the Proprietor to ensure compliance with these Rules;
  - (d) provide details of the occupant to the Owners Corporation within seven days of commencement of lease; and
  - (e) the Proprietor must advise the Owners Corporation of departed occupant details within seven (7) days of the occupant leaving the apartment.
  
- 13.2 The Occupier of an Apartment Lot shall not lease or license to any person or entity, or use their Lot in any timeshare, fractional, vacation ownership or vacation membership program, for any periods less than 30 consecutive days, except where such letting arrangements are conducted by a Letting Manager or operator of serviced apartments, or an apartment hotel business, approved by the Owners Corporation.
  
- 13.3 The Occupiers of the Apartment Lots acknowledge that the health, safety and management systems set up for that Owners Corporation and the budget and insurance policies in place for that Owners Corporations are based on the Lots in the Owners Corporations being used for residential purposes only.
  
- 13.4 A Proprietor of an Apartment Lot must not and must ensure any Occupier of its Lot does not do anything on the Lot which would compromise the fire safety or security of the Building by:
  - (a) carrying out any activity on the Lot that causes overcrowding on the floor or results in occupation on the floor in excess of the maximum numbers accommodated under the Building Code of Australia for non-commercial residential use;
  - (b) installing any temporary or permanent partitions within the Lot or installing any heating or cooling devices or any additional service or amenity in the Lot without the Owners Corporation's prior approval;
  - (c) compromising the Owners Corporation's ability to make a claim under its insurance or cause the insurer to require the policy to be converted into a commercial premises policy;
  - (d) leaving any doors providing access to the Lot or the Building unlocked or holding any door ajar for multiple persons to enter the Building;
  - (e) leaving any Security Access Key in the mailbox or in any unsecured location or in a key safe;
  - (f) providing or handing over the Security Access Key to any person who is not an Occupier of the Lot; and
  - (g) failing to notify the OC Manager the details of any Occupier of the Lot and an out of normal business hours contact address and telephone number for each Occupier of the Proprietor's Lot and must promptly advise the OC Manager of any change in such address or telephone number. If a Proprietor or its Occupier breaches this Rule 13, the Proprietor must pay the Owners Corporation any charges, fees, fines or penalties or losses incurred by the Owners Corporation in relation to:
    - i. the non-compliance including, without limitation, administrative costs, and legal costs;



- ii. any resultant breach by the Owners Corporation of any law applicable to the Development including rectification costs; or
  - iii. the Owners Corporation not being able to make a claim against its insurer or as a result of the insurer rejecting the Owners Corporation's claim; and
- (h) any increase in the costs of running the Owners Corporation as a result of the breach.

13.5 For the sake of clarity, it is confirmed that if the Proprietor's or its Occupier's actions result in the Owners Corporation having to put into place a different insurance policy, the Proprietor must pay the Owners Corporation the difference between the cost of the policy before the increase and the new insurance premium.

#### **14. Cleaning of Building**

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- 14.1 Having regard to Rule 7, each Proprietor or Occupier must allow the Owners Corporation's and building cleaners access through to and onto the balconies and terraces on a Lot at all times as required by the Owners Corporation's and building cleaners for the purpose of cleaning the windows or facade of the Building. Appropriate prior notice of window and/or façade maintenance will be given to residents.
- 14.2 Proprietors or Occupiers of Lots where anchor points are located must provide access with notice or without notice should notice not be able to be given in an emergency.
- 14.3 Notwithstanding this Rule 14, each Proprietor or Occupier must regularly clean and keep clean the balconies and terraces of their Lot and any of their windows and glass doors which are accessible to them, and comply with all reasonable directions of the Owners Corporation in respect of the cleaning of the exterior of the windows of their Lot.

#### **15. Cleaning of a Lot (including windows)**

---

- 15.1 A Proprietor or Occupier must:
- (a) keep that Lot clean and in good repair;
  - (b) keep any balcony/terrace/external area within their Lot clean, tidy and well maintained;
  - (c) keep the drains located under the balcony, terrace or pavers of their Lot clean and clear of any debris and floor waste at all times;
  - (d) keep clean all exterior surfaces of glass and /or windows (including louvres) and doors on the boundary of the Lot, unless the glass and/or windows (including louvers) and doors on the boundary cannot be accessed by the Proprietor or an Occupier safely or at all; and
  - (e) allow and provide all reasonable assistance to permit any window cleaners or tradesmen engaged by the Owners Corporation to access any Lot or any balcony/terrace within their Lot for the purpose of accessing external windows/surfaces contained within the Common Property for the purpose of cleaning and maintaining such windows/surfaces.

#### **16. Damage to Common Property**

---

- 16.1 A Proprietor or Occupier must not mark, paint or the like, interfere or otherwise damage or deface, any structure/area that forms part of the Common Property without the approval in writing from Owners Corporation.
- 16.2 A Proprietor or Occupier must promptly notify the OC Manager or Building Manager on becoming aware of any damage or defect in the Common Property.

## 17. Use of Carpark Lot

---

17.1 In this Rule 17:

- (a) **Acceptance Period** means a fourteen (14) day period commencing on the date of service of the Offer and the Proposal Document on the Developer;
- (b) **Agreed Car Park Licence** means the form of car park licence which is attached to these Rules at Annexure B and will need to be entered into if the Developer accepts the Offer as varied from time to time;
- (c) **Offer** means a first offer by the Proprietor of a Carpark Lot to licence the Carpark Lot to the Developer on the terms set out in the Agreed Car Park Licence;
- (d) **Notice of Acceptance** means written notice by the Developer to the Proprietor of a Carpark Lot or another party; and
- (e) **Proposal Document** means the details relating to the terms and conditions on which the proposed lease, licence or other occupancy right is proposed to be granted.

17.2 A Proprietor or Occupier of a Carpark Lot must not use its Carpark Lot for any purposes other than for parking of vehicles without first obtaining the written approval of the Owners Corporation.

17.3 A Proprietor or Occupier of a Carpark Lot must not reverse in or out of the Building at any time.

17.4 A Proprietor or Occupier of a Carpark Lot must not in any way obstruct any of the access aisles in the carpark.

17.5 A Proprietor or Occupier of a Carpark Lot must not park or leave a vehicle or permit a vehicle to be parked or left on Common Property so as to obstruct any driveway, entrance or access to a Lot, or in any place other than in a parking area that may be specified for such purpose by the Owners Corporation.

17.6 A Proprietor or Occupier of a Carpark Lot must not park or permit to be parked any vehicle, trailer or motorcycle or bicycle other than within that Proprietor's Carpark Lot.

17.7 The OC Manager is authorised to remove offending vehicles, trailers, bicycles or motor cycles which have been parked on Common Property or protruding onto Common Property as to cause a nuisance and/or blocking pathway access and/or in breach of the Occupational Health & Safety Regulations 2007 or causing interference with access to essential services referable to the Building (including but not limited to emergency fire access doors). For the purpose of this Rule 17.7, the Occupier and Proprietor acknowledge and agree that the Owners Corporation will have requisite authority to remove vehicles in breach of this Rule 17.7 and indemnifies the Owners Corporation from all costs, expenses, damages and all other associated costs in relation to such removal.

17.8 The OC Manager has the authority to engage the services of a third party to monitor and attend to car parking matters on behalf of the Owners Corporation and/or Proprietors who own car parking spaces. Proprietors will be notified of any third-party management.

17.9 The OC Manager may in engaging the third party may authorise it to monitor and/or attend to car parking matters which may include imposition of penalties and/or breach notices for owners of vehicles illegally parked on Common Property or on Carpark Lot belonging to other Proprietors.

17.10 The Owners Corporation has the authority to restrict or prohibit access to the common areas of the car park if a Proprietor or Occupier has been issued with three or more breach notices in one year.

17.11 A Proprietor, Occupier or guest of a Lot must:

- (a) ensure their Carpark Lot is clean and free of oil marks/stains and like substances. The Owners Corporation reserves its right to clean any Carpark Lot and charge the Proprietor for the cost incurred. The Owners Corporation will give the Proprietor a minimum of fourteen (14) days' notice

of its intention to do such cleaning, except in case of emergency, in which case no notice will be required;

- (b) not permit oil leakages from any motor vehicle, trailer, bicycles or motor cycle onto Common Property or on their Carpark Lot and a Proprietor must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains on their Carpark Lot and/or other part of the Common Property;
- (c) at all times comply with any Rules of Use for the carpark which may include the requirement to prominently display on the dashboard of a vehicle parked in any Carpark Lot, a dash pass issued by the OC Manager to the Proprietor of that Carpark Lot; and
- (d) not construct or erect any shed, enclosure or structure of any nature or description around their Carpark Lot.

17.12 The Proprietor of the Carpark Lot agrees and acknowledges that it must ensure that any Occupier complies with this Rule 17.

17.13 Subject to Rule 17.15, the Proprietor or Occupier of a Carpark Lot must ensure that no leases, licences or other occupancy rights are granted in relation to a Carpark Lot, unless the Proprietor or Occupier of the Carpark Lot or other party seeking to grant such possessory rights first makes an Offer to the Developer.

17.14 Rule 17.13 will not apply in the event that the Proprietor of a Carpark Lot or the other party that wishes to grant a lease or licence relating to the Carpark Lot also leases or licences a Lot which forms part of the Property of the Carpark Lot to the same relevant third party.

17.15 For the purposes of Rule 17.13:

- (a) The Proprietor of the Carpark Lot must ensure that the Proprietor of the Carpark Lot or the other party that wishes to grant a lease or licence of a Carpark Lot first submits the Offer and Proposal Document to the Developer in writing for the Developer's consideration.
- (b) If the Developer elects to accept the Offer, the Developer must give its Notice of Acceptance to the Proprietor of the Carpark Lot or the other party within the Acceptance Period.
- (c) Upon acceptance of the Offer by the Developer, the Proprietor of the Carpark Lot or the other party and the Developer shall be deemed to be bound by the Agreed Car Park Licence. The Proprietor of the Carpark Lot or the other relevant party shall also execute and return to the Developer, the Agreed Car Park Licence duly signed within fourteen (14) days of the Proprietor of the Carpark Lot or other party receiving the Notice of Acceptance.
- (d) If the Developer does not deliver a Notice of Acceptance to the Proprietor of the Carpark Lot or the other party within the Acceptance Period, the Proprietor of the Carpark Lot or other party will be entitled to enter into the lease, licence or other arrangement in relation to the Carpark Lot on the terms and conditions set out in the Proposal Document. The Proprietor of the Carpark Lot however will thereafter still have to continue to comply with Rule 17.13 and this Rule 17.15 on an ongoing basis if it or any other party wishes to lease, licence or grant occupancy rights in relation to a Carpark Lot.
- (e) The Proprietor of the Carpark Lot must not sell, transfer, assign or otherwise dispose of the Lot or the Carpark Lot without first delivering to the Developer a re-sale deed in the form reasonably required by the Developer signed by the transferee, assignee or donee in favour of the Developer agreeing to comply with the terms set out in this Rule 17.13 and this Rule 17.15 on an ongoing basis in the future.
- (f) The Proprietor of the Carpark Lot must:
  - (i) bear its own costs and expenses arising out of and in connection with the negotiation,

preparation and execution of any document prepared in connection with Rule 17.13 and this Rule 17.15; and

- (ii) pay to the Developer’s solicitors an amount of \$500 plus GST representing the Developer’s additional legal costs and expenses incurred in connection with Rule 17.12 and this Rule 17.15 and this payment must be provided to the Developer at the same time as the Proprietor submits the Offer and Proposal Document in accordance with Rule 17.13.

**18. Move Ins/outs (including furniture or goods)**

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- 18.1 A Proprietor or Occupier must not move any article (including furniture and/or goods) through Common Property without giving the Owners Corporation or the OC Manager 72 hours written notice and obtaining the Owners Corporation approval prior to their move to enable a representative of the Owners Corporation or the Building Manager to be present.
- 18.2 A Proprietor or Occupier must fill in a ‘Moving In/Moving Out Form’ and/or a ‘Delivery of Goods Form’ which can be obtained from the OC Manager or Building Manager in the form designated by the OC Manager or Building Manager from time to time.
- 18.3 A Proprietor or Occupier of a Lot must not move any article likely to cause damage or obstruction through the Common Property without first giving the OC Manager sufficient written notice to enable the OC Manager to arrange for a representative of the OC Manager to be present at the time of moving if it is considered necessary.
- 18.4 The Proprietor or Occupier of the Lot may only move articles (including furniture and/or goods) through the area specifically designated by the OC Manager once approval has been granted.
- 18.5 A Proprietor or Occupier must not move articles, furniture and/or goods in and out of the Building outside the hours permitted. Permitted hours are between 8:00 am and 4:00 pm, Monday to Friday (or such other times as are designated by the OC Manager from time to time). Any moves outside these hours are at the discretion of the OC Manager or the Building Manager. A Proprietor or Occupier may not move articles, furniture and/or goods in and out of the building on Saturday, Sunday or Public Holiday, unless prior approval from the OC Manager or Building Manager has been obtained. All moves must be completed by 4:00 pm (or such other times as are designated by the OC Manager from time to time).
- 18.6 If a Proprietor or Occupier wishes to move in after the approved hours, the costs are as follows:
  - (a) Move over-runs by half an hour \$100;
  - (b) Move over-runs by 1 hour \$200;
  - (c) Move over-runs by 2 hours \$550;
  - (d) Any weekend moves are \$550;

The above charges will be charged at the discretion of the OC Manager and must be paid in cash to the appointed Building Manager prior to a move being allowed.
- 18.7 A Proprietor or Occupier moving articles, furniture and/or goods in or out of a Lot will be liable to the Owners Corporation for and indemnifies the Owners Corporation against any damage caused to any property in the Building including Common Property in doing so. Where a Proprietor or Occupier damages the Common Property in the Building by moving articles, furniture and/or goods in or out of a Lot, the cost of repairing that damage must be paid by that Occupier, or failing him or her, the Proprietor of the Lot, to the Owners Corporation within 14 days of receiving the invoice for rectification works.
- 18.8 If required by the OC Manager or Building Manager, a Proprietor or Occupier may be required to provide a bond to the Building Manager as specified in the ‘Moving In/Moving Out Form’ and/or a ‘Delivery of Goods Form’ at the discretion of the Owners Corporation. The bond is to be provided to the Building Manager prior

to any move in/move out and/or delivery of any goods and will be returned to the Proprietor or Occupier once the OC Manager or Building Manager has conducted an inspection and is satisfied that no damage has occurred to the Common Property or Common Property has been dirtied as a result of the move.

- 18.9 A Proprietor or Occupier must not leave in or on any of the Common Property in or around the Building any waste, packaging, wrappers, boxes and the like from move in/out of furniture and/or goods. All such waste, packaging, wrappers and the like must be taken away and disposed away from the Building by the Proprietor or Occupier immediately after the move failing which the OC Manager or Building Manager will arrange for its disposal at the Proprietor's or Occupier's costs, the costs of which will be deducted from any bond provided under Rule 18.7.
- 18.10 All cardboard boxes, packaging and the like from the move in/out of furniture and goods must not be disposed in the garbage chute. Costs of removing blockages caused by the disposal of these cardboard boxes, packing and the like in the garbage chute will be charged to the offending Proprietor or Occupier.
- 18.11 A Proprietor or Occupier is not to store cardboard boxes or other flammable items in storage cages or car spaces.
- 18.12 A Proprietor or Occupier of a Lot must comply with all rules and directions made by the OC Manager or Owners Corporation from time to time, regarding moving in or moving out of a Lot.

## **19. Interference with Common Property**

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A Proprietor or Occupier must not:

- 19.1 without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged;
- 19.2 place any personal items on Common Property without the written approval of the OC Manager;
- 19.3 interfere with the operation of any equipment installed on the Common Property;
- 19.4 use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with or prevent its use by other Proprietors or Occupiers of Lots or their families or visitors;
- 19.5 enter into or permit any person to enter into any plant room, machine housing or the waste disposal room, electricity switch room, machinery room (without the consent of the Owners Corporation) or adjust or cause adjustment to the thermostat, board control, thermostat, electricity, gas, or heating or cooling controls so as to interfere with any installations or services in or on the Common Property without the consent of the Owners Corporation; and
- 19.6 place within that Lot anything, including decorative items or stack storage items or furniture higher than 500 mm below a fire sprinkler or within 500 mm from a fire sprinkler in any direction so as to not hinder its operation or the efficacy of its operation.

## **20. Security of Common Property**

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- 20.1 A Proprietor or Occupier must not do anything which may prejudice or be detrimental to the security, integrity or safety of the Common Property. This includes, but is not limited to, ensuring that all entry into and exit from the Development is carried out via the secure airlock entry access area or by way of the designated carpark entries and exits.
- 20.2 A Proprietor or Occupier must not allow persons unknown to or un- accompanied by them to follow them through or entry to the secured doors to the Building or carpark to the lobby or any other Common Property.

## **21. Notification of damage to Common Property**

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A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation, the OC Manager or the Building Manager on becoming aware of any damage to in the Common Property and/or Building.

## **22. Compensation to Owners Corporation**

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A Proprietor or Occupier must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

## **23. Restricted use of Common Property**

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The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards. Without limitation, the Owners Corporation may, to the extent necessary to ensure the security and to preserve the safety of the Common Property only:

- 23.1 close off any part of the Common Property not required for access to a Lot on a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the Common Property;
- 23.2 permit, to the exclusion of Proprietors and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- 23.3 restrict by means of key or other security device the access of Proprietors or Occupiers; and
- 23.4 restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the Lots to any other level of the Lots.

## **24. Security Access Key**

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- 24.1 The Owners Corporation may charge a fee for any approved additional Security Access Key required by a Proprietor.
- 24.2 A Proprietor must exercise a high degree of caution and responsibility in making a Security Access Key available for use by any Occupier and must use all reasonable endeavours (including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier) to ensure the return of the Security Access Key to the Proprietor, the Owners Corporation, the OC Manager or the Building Manager when it is no longer required by the Occupier of the relevant Lot.
- 24.3 A Proprietor or Occupier in possession of a Security Access Key must not duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Access Key is not lost or handed to any person other than another Proprietor or Occupier and is not to dispose of otherwise than by returning it to the Proprietor, or the Owners Corporation or the OC Manager or the Building Manager.
- 24.4 A Proprietor or must promptly notify the Owners Corporation if a Security Access Key issued to him or her is lost or destroyed.
- 24.5 The cost of replacing any Security Access Key or any security device which is issued to the Proprietor of the Owners Corporation will be at that Proprietor's cost.

## **25. Garbage**

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- 25.1 A Proprietor or Occupier must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for garbage.

- 25.2 The Proprietors or Occupiers of Apartment Lots must use the garbage chute for the disposal of only general household waste and small recyclable items and acknowledge that:
- (a) All general household waste disposed via the garbage chute must be drained and at all times wrapped/secured/tied in small parcels/rubbish bags before being placed in the garbage chute;
  - (b) All cardboard boxes and packaging must be broken down and flattened and left packed in the area designated for such items by the Owners Corporation. **No pizza boxes to be put into chutes.**
  - (c) Oversized waste such as pillows, doonas, blankets, construction/fit out waste, packing and the like from move ins/outs and hard rubbish must not be disposed of in the garbage chute or on any area of Common Property. Costs of removing blockages caused by disposal of oversized waste in the garbage chute and/or removal of such items from Common Property will be charged to the offending Proprietor or Occupier; and
  - (d) A Proprietor 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.

## 26. Storage of flammable liquids

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- 26.1 A Proprietor or Occupier of a Lot (other than a Retail Lot and/or a commercial Lot) must not except with the written consent of the OC Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes.
- 26.2 A Proprietor or Occupier of a Retail Lot and/or a commercial Lot must not except with the written consent of the OC Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used in the ordinary course of its business.
- 26.3 Notwithstanding anything in this Rule, a Proprietor or Occupier of a Retail Lot and/or a commercial Lot which includes a grease waste interceptor room in the basement of the Building and/or a store, must not use or store within their grease waste interceptor room and/or store, any flammable chemical, liquid, gas or other flammable material at all at any time. Such grease waste interceptor room must not at any time be used as a store.
- 26.4 A Proprietor or Occupier of a Retail Lot and/or a commercial Lot must not except with the written consent of the OC Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material on its Lot.
- 26.5 The OC Manager or Building Manager in consenting to any such storage may limit the quantity permitted to be stored at any one time and from time to time and impose at its absolute discretion terms and conditions for such storage.

## 27. Pets and animals

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- 27.1 A Proprietor or Occupier must not have an animal(s) within the premises, inclusive of common and private areas, unless they have written medical reasons to do so.
- 27.2 A Proprietor or Occupier must ensure that any animal belonging to the Proprietor or Occupier does not vomit, urinate or defecate on any Common Property, or leave saliva, dirt, mud or paw prints on any Common Property and must immediately clean any vomit, urine, faeces, saliva, dirt, mud or paw prints and any other mess or untidiness caused by the animal. The Proprietors and Occupiers acknowledge and agree that a breach of this Rule will result imposition of penalties and/or breach notices to be issued by the Owners Corporation.
- 27.3 A Proprietor or Occupier must:

- (a) advise the Owners Corporation of the details of any animal belonging to the Proprietor or Occupier including breed, size, colour and name;
  - (b) comply with the *Domestic Animals Act 1984* (Vic);
  - (c) ensure that any animal belonging to the Proprietor or Occupier is restrained and kept on a lead/leash or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary;
  - (d) take all steps necessary to ensure that any animal belonging to them or in his or her control does not cause a nuisance (including bringing that animal indoors to minimise noise); and
  - (e) not keep any animal upon the Common Property or balcony/terrace of a Lot after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 27.4 To minimise pet noise, a Proprietor or Occupier must not leave any animal belonging to them or in their control on their Lot's balcony either overnight or whilst the Proprietor or Occupier is away from their Lot.
- 27.5 A Proprietor or Occupier must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints caused by any animal belonging to them or in their control. Any such cost is to be paid to the Owners Corporation within 28 days of receiving the respective invoice.
- 27.6 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to Proprietors/Occupiers of a Lot or to Common Property, it must give reasonable notice of this resolution to the Proprietor or Occupier who is keeping the animal.
- 27.7 A Proprietor or Occupier who is keeping an animal that is subject of a notice under Rule 27.3(e) and 27.5 must remove that animal permanently from their Lot.
- 27.8 Rules 27.6 and 27.7 do not apply to an animal that assists a person with an impairment or disability.
- 27.9 The Proprietor or Occupier of a Retail Lot and/or a commercial Lot must ensure that its customers, staff and visitors comply with this Rule. The Proprietor or Occupier of Retail Lot and/or a commercial Lot will be responsible for any breach of this Rule by its staff, customers or visitors.

## **28. Consent of Owners Corporation**

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A consent given by the Owners Corporation under these Rules must be made in writing. It may be given or revoked and subject to conditions.

## **29. Complaints and applications**

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A Proprietor may make a complaint in respect of the Building, the OC Manager, the Building Manager or another Proprietor or Occupier of the Building by forwarding correspondence to the OC Manager.

## **30. Infectious diseases**

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In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Proprietor or Occupier of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the OC Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.



### **31. Storage of bicycles**

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- 31.1 A Proprietor or Occupier can only use designated lifts in the Building for taking bicycles to and from the Bicycle Park, as directed by the Owners Corporation from time to time.
- 31.2 A Proprietor or Occupier must store their bicycle within in their own Lot (but not on their Lot's balcony/terrace).
- 31.3 A Proprietor or Occupier may store a bicycle on the Bicycle Park. A Proprietor or Occupier stores their bicycle on the Bicycle Park at their own risk.
- 31.4 A Property or Occupier must not permit any bicycle to be brought into or onto the foyer, stairwells, lifts, hallways, walkways, or other parts of the Common Property as may be excluded by the Owners Corporation or its OC Manager from time to time.
- 31.5 A Proprietor or Occupier 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, except to the extent that such loss or damage is caused by the negligence or unlawful act of the Owners Corporation, the Manager or the Building Manager.

### **32. Insurance premiums**

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- 32.1 A Proprietor or Occupier must not without the prior written consent of the Owners Corporation do or permit anything to be done (other than normal use of their Lot or use of the Common Property for the use to which it is intended) which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 32.2 If the Proprietor or Occupier uses their Lot other than in the manner for which it is intended and as a result causes the insurance premium for the Owners Corporation to be made invalid, suspended, or increase the premium then the Proprietor or Occupier will:
  - (a) stop using their Lot for any purpose other than for which it was intended (regardless of whether any approval had been granted by the Owners Corporation); and
  - (b) pay any increase to the Owner's Corporation's insurance premium resulting from using their Lot for another purpose.

### **33. Fire control**

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- 33.1 A Proprietor or Occupier of a Lot must not:
  - (a) use or interfere with any fire safety equipment except in the case of an emergency;
  - (b) obstruct any fire stairs or fire escape; and
  - (c) allow the fire safety equipment (e.g. smoke detectors as installed in respect to their Lot) to become non-operational.
- 33.2 The Proprietor or Occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot, including but not limited to:
  - (a) ensuring that smoke detectors installed in the Lot are properly maintained and tested on a regular basis; and
  - (b) that back up batteries relating to smoke detectors are replaced when required.
- 33.3 To avoid false alarm call outs by the fire brigade, a Proprietor or Occupier of a Lot must not:

- (a) smoke on Common Property, including the corridors, floor landings, foyer, lifts, stairwells and car park or such other parts of the Common Property, as the Owners Corporation or its OC Manager may designate from time to time;
  - (b) open the entry door to their Lot in non-dangerous instances (such as smoke from burning toast or other food) to eliminate the resulting smoke from their Lot. Only windows should be opened to allow smoke to escape in non-dangerous situations;
  - (c) open the entry door to their Lot whilst having steam cleaning or dry cleaning of their carpet undertaken;
  - (d) utilise fire hoses except in the case of an emergency; and
  - (e) leave open the entry door of their Lot whilst having building works undertaken.
- 33.4 For the avoidance of doubt, 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 Proprietor or Occupier identified as being responsible which such amount to be paid within seven (7) days to the Owners Corporation or the relevant fire authority.
- 33.5 A Proprietor must ensure that any Occupier of the Proprietor'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.

#### **34. Signs, Blinds, Umbrellas and awnings**

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- 34.1 A Proprietor or Occupier must not erect or affix any sign or notice for whatever purpose (including any for sale or for lease boards) to any part of the Common Property or a Lot visible from outside the Lot.
- 34.2 A Proprietor or Occupier of a Lot must not erect or affix any sign or notice to any part of a Lot unless:
- (a) it is inside the Lot and will not be visible from outside the Lot, except as required by law; and
  - (b) it has the prior written consent of the Owners Corporation.
- 34.3 If a Proprietor or Occupier installs or arranges the installation of coverings to the windows or any glazed area of the Lot (**Window Coverings**), the Proprietor or Occupier of a Lot must install or arrange the installation of Window Coverings of a type or colour as below:
- (a) all Window Coverings that can be seen from the exterior of the building must only be roller blinds, curtains can be installed to the interior of the apartment;
  - (b) all Window Coverings' external colour must be black as seen from the outside of the building; or
  - (c) as permitted by the Owners Corporation from time to time.
- 34.4 Notwithstanding anything else contained in these Rules, a Proprietor or Occupier must not affix any Window Coverings or any type of awnings, external umbrella or other shade coverings to the terrace or balcony of a Lot or Common Property.
- 34.5 Notwithstanding anything else contained in these Rules, no venetians or verticals are allowed as Window Coverings.

#### **35. Window tinting**

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A Proprietor or Occupier must not allow any glazed portions of the Lot to be tinted or otherwise treated to change the visual characteristics of the original glazing.

**36. No painting, finishing, etc of external façade or Common Property**

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A Proprietor or Occupier must not paint, finish or otherwise alter or interfere with the external façade or improvement forming part of the Common Property or the external faces of their Lot.

**37. Appearance of a Lot**

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- 37.1 A Proprietor or Occupier must not hang or permit to be hung any clothes or other articles on any balcony/ rail/terrace or window on their Lot and/or on any landing, stairway or any other part of the Common Property.
- 37.2 A Proprietor or Occupier may not without prior written consent of the Owners Corporation maintain within the Lot anything visible from outside of the Lot, that when viewed from outside the Lot is not in keeping with the rest of the Building.
- 37.3 Further to Rule 37.2, balconies/terraces are to furnished only with furniture and plants which are quality and compatible with the design character and architecture of Flagstaff Hill, as determined by the Owners Corporation. Furniture and plants are to be kept clean and orderly at all times.
- 37.4 Subject to Rule 37.14, a Proprietor or Occupier must not construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony or terrace of their Lot.
- 37.5 A Proprietor or Occupier must not allow any balcony or terrace which forms part of any Lot to become dirty, unkempt, cluttered or unsightly and that when watering or cleaning to ensure minimal disturbance to Proprietors and Occupiers of other Lots.
- 37.6 Without the prior written consent of the OC Manager, a Proprietor or Occupier of a Lot must not allow any items to be bolted down on the balcony/terrace floor area of their Lot.
- 37.7 A Proprietor or Occupier must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good repair.
- 37.8 A Proprietor or Occupier must ensure that all items on the balcony or terraces are always stored safely and securely and during periods of high winds, all items likely to be lifted by the wind are removed from the balcony or terraces so as to minimise the risk of injury to people and damage to property.
- 37.9 A Proprietor or Occupier must not operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building.
- 37.10 A Proprietor or Occupier must not attach to or hang from the exterior of the Lot any aerial or any security device or wires.
- 37.11 A Proprietor or Occupier must not install or operate or permit to be installed or operated any intruder alarm which emits an audible signal.
- 37.12 A Proprietor or Occupier must not install any external wireless television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.
- 37.13 A Proprietor or Occupier must not allow any glass walls or windows to be dirty or unclean which is visible from outside the Lot.
- 37.14 A Proprietor or Occupier must not install covering to or cover up any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire regulations (including being fire retardant) and be of a colour or material approved by the Owners Corporation and subject to any other conditions set by the Owners Corporation.



- 37.15 Notwithstanding anything else contained in this Rule 37, a Proprietor and Occupier acknowledges and agrees that it will promptly take all reasonable actions to comply with a direction from the OC Manager or Building Manager in relation to the appearance of the Lot.
- 37.16 A Proprietor or Occupier must not place anything, including decorative items or stack store items or furniture higher than 500 mm below any fire sprinkler or within 500 mm from a fire sprinkler in any direction so as not to hinder its operation or the efficacy of its operation.
- 37.17 A Proprietor or Occupier must not install or affix “fairy lights” or similar decorative lighting in any area that is visible to any other Lots or to the public unless permitted by the Owners Corporation.

**38. Mail**

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A Proprietor or Occupier of a Lot must or must ensure that the Occupier of a Proprietor’s Lot will clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, parcels, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects whether solicited or not and must arrange for all such required clearance by other persons should a Proprietor or Occupier of a Lot be absent for any reason for any period of more than one day notwithstanding that this requirement may be waived entirely or otherwise amended by the Owners Corporation provided that any such waiver or amendment is obtained from the Owners Corporation in writing not less than 7 days prior to the date or dates for which such waiver is required.

**39. Compliance with rules by invitees**

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- 39.1 A Proprietor or Occupier must take all reasonable steps to ensure the invitees of the Proprietor or Occupier comply with these Rules.
- 39.2 A Proprietor of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these Rules.

**40. Building works**

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- 40.1 A Proprietor or Occupier must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:
  - (a) The Proprietor or Occupier must enter into a ‘Building Works Agreement’ with the Owners Corporation which details the conditions to apply with respect to the works to be undertaken, including:
    - (i) adherence to these Rules;
    - (ii) carrying out a dilapidation survey (which may involve inspection of the area prior to commencement and also at completion of works);
    - (iii) accepted hours for works to be undertaken;
    - (iv) working access and also materials access;
    - (v) use of lifts;
    - (vi) indemnifying the Owners Corporation against damage, possible claims which may arise as a result of the works undertaken (except to the extent that such damage or claims are caused by the Owners Corporation or the OC Manager); and
    - (vii) payment of a reasonable bond as security;

- (b) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the OC Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
  - (c) the Proprietor or Occupier must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors and Occupiers.
- 40.2 The Proprietor or Occupier must not proceed with any such works until the Proprietor or Occupier:
- (a) submits to the Owners Corporation plans and specifications of all works proposed by the Proprietor or Occupier, regardless of whether the proposed works affect the external appearance of the Building or any of the Common Property or affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
  - (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation and its consultants to be reasonably satisfied that those proposed works accord with the requirements of Rule 40.2(a), do not endanger the Building and are compatible with the overall services to the Building and the individual floors; and
  - (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner and/or consultants engaged by the Owners Corporation to consider and advise the Owners Corporation of such plans and specifications) be paid by the Proprietor and such approval will not be effective until such costs have been paid.
- 40.3 The Proprietor or Occupier must ensure that the Proprietor or Occupier and the Proprietor's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation or OC Manager or Building Manager concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work (and the main entrance and/or lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
- 40.4 Without limiting the generality of Rule 40.3, the Proprietor or Occupier must ensure that the Proprietor or Occupier and the Proprietor's or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (a) building materials must not be stacked or stored on Common Property without the prior written consent of the OC Manager;
  - (b) scaffolding must not be erected on the Common Property or the exterior of the Building without the prior written consent of the Owners Corporation;
  - (c) construction work must comply with all laws of the relevant Government Agencies;
  - (d) the exterior and the Common Property of the Building must at all times be maintained in a clean tidy and safe state; and
  - (e) without the prior consent of the Owners Corporation, construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.
- 40.5 Before any of the Proprietor's or Occupier's works commence the Proprietor or Occupier must:
- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk

insurance policy to the satisfaction of the Owners Corporation;

- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
- (c) pays such reasonable costs as per Rule 40.2(c) to the Owners Corporation; and
- (d) sign a form of indemnity in a form reasonably required by the Owners Corporation to indemnify the Owners Corporation against any damage which may be sustained to the Common Property or any injury which may occur to any person as a result of works being undertaken, except to the extent such damage or loss is sustained as a result of the negligence or unlawful act of the Owners Corporation, the OC Manager or the Building Manager.

40.6 The Proprietor or Occupier must ensure that they do not access other Lots on the Plan or the Common Property for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor or Occupier of the relevant Lot or of the Owners Corporation in the case of the Common Property.

40.7 The Proprietor or Occupier must promptly make good all damage to, and dirtying of, the Building, the Common Property, the services thereof or any fixtures fittings and finishes which are caused by such works. If the Proprietor or Occupier fails to promptly make good such damage after being given notice to do so, the Owners Corporation may make good the damage and clean the Common Property, and in that event the Proprietor or Occupier must pay the Owners Corporation's costs incurred in making good the damage or cleaning the Common Property.

40.8 A Proprietor or Occupier must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the Lot or floor space noise or odour likely to disturb the peaceful enjoyment of a Proprietor or Occupier of another Lot.

#### **41. Compliance with laws**

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41.1 A Proprietor or Occupier must at the Proprietor's or Occupier's expense promptly comply with all laws relating to the Lot including, without limitation, any requirement, notice or order of any governmental authority.

41.2 A Proprietor or Occupier must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other Proprietor, Occupier or their agents or invitees.

#### **42. Conduct of meeting**

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The conduct of meetings of the Owners Corporation must be regulated in accordance with the Act and the Regulations.

#### **43. Recovery of Owners Corporation contribution fees/legal costs**

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The Proprietor must pay within 14 days after demand by the Owners Corporation all reasonable and proper legal costs which the Owners Corporation pays, incurs or expends in consequence of any default by the Proprietor in the performance or observance of any term, covenant or condition contained in these Rules including but not limited to recovery of Owners Corporation contribution fees.

#### **44. Penalty interest**

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Where applicable, the Owners Corporation will charge to a Proprietor or Occupier penalty interest on amounts which are overdue and not paid within 14 days after demand at the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* (Vic).

## **45. Use of appurtenances/apparatus**

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45.1 A Proprietor or Occupier must not:

- (a) use any toilets, pipes and drains, for any other purpose other than those which they were constructed; or
- (b) sweep or dispose of rubbish or other unsuitable substances into them.

45.2 Any costs or expenses resulting from any damage or blockage caused by a breach of this Rule must be borne by the Proprietor or Occupier found to be responsible for the damage or blockage. If the Occupier responsible for the breach of this Rule does not pay the resulting costs or expenses, then the Proprietor will be held responsible for payment.

## **46. No trade or business**

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46.1 The Proprietor or Occupier of a Lot (other than a Retail Lot and/or a commercial Lot) must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so.

46.2 The Proprietor or Occupier of a Retail Lot and/or a commercial Lot may carry on a trade or business from the relevant Retail Lot and/or a commercial Lot, provided:

- (a) the planning scheme governing the use of that Retail Lot and/or a commercial Lot permits that trade or business to be carried on from that Retail Lot and/or a commercial Lot;
- (b) any requirements in respect of the trade or business stipulated by any Government Agency from time to time are complied with; and
- (c) the trade or business can be carried on and is carried on without causing undue nuisance to the Proprietors and Occupiers of other Lots and is otherwise in accordance with these Rules.

46.3 The Proprietor or Occupier of a Retail Lot and/or a commercial Lot can have a liquor licence.

## **47. Private barbeques**

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A Proprietor or Occupier of an Apartment Lot must consider smells permeating through the Building and exercise courtesy to their neighbours when using a barbeque on their Lot balcony/terrace.

## **48. Signage licence**

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A Proprietor or Occupier of a Retail Lot and/or a commercial Lot may erect or fix a sign or notice to the Retail Lot and/or a commercial Lot which is associated with the business carried out from that particular commercial Lot provided the Proprietor or Occupier has obtained:

- (a) the necessary authority consents;
- (b) the written consent of the base building architect, such consent not to be unreasonably withheld;
- (c) the written consent of the Owners Corporation, such consent not to be unreasonably withheld; and
- (d) compliance with the Signage Guidelines, as attached at Annexure A.

## **49. Wind**

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49.1 A Proprietor or Occupier of an Apartment Lot must ensure that prior to departing their Apartment Lot and for so long as their Apartment Lot is not occupied by a responsible adult that all doors (including doors to balconies/terraces) and windows are tightly closed, to minimise the likelihood of risk and damage to

surrounding people or property. During periods of high winds, all loose items are also to be removed from those balconies/terraces.

- 49.2 During periods of high winds, a Proprietor or Occupier of an Apartment Lot must ensure that all doors and windows are tightly closed, including balcony doors to minimise the likelihood of risk and damage to property or the Building or injury to persons.

## 50. Sauna and Change Rooms

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50.1 A Proprietor or Occupier of an Apartment Lot must observe this Rule 50 in relation to use of the Sauna and Change Rooms areas and ensure that any invitees of the Proprietor or Occupier of an Apartment Lot use these Areas in accordance with the following rules

- (a) children under the age of 15 years must be supervised by an adult at all times;
- (b) glass objects, drinking glasses and sharp objects are not permitted;
- (c) alcohol and food are not permitted;
- (d) guests must be accompanied at all times by an Occupier or Proprietor of an Apartment Lot. A maximum of two guests only per Apartment Lot is permitted at any one time;
- (e) smoking is not permitted;
- (f) all users must shower before using the Sauna facilities;
- (g) spitting is not permitted;
- (h) the hours of use of the Sauna is 6:00AM to 10:00PM or as designated by the Owners Corporation from time to time;
- (i) all users of the Sauna must be clothed and be wearing appropriate footwear before leaving the Sauna, no bathers, bare bodies or bare feet permitted;
- (j) footwear must be worn to and from the Sauna Area;
- (k) appropriate attire must be worn at all times. Nude bathing is prohibited and females must not go topless in the Sauna;
- (l) all users of the Sauna do so at their own risk;
- (m) inappropriate behaviour and/or language and/or lewd/sexual acts are not permitted in the Sauna Area;
- (n) no animals are permitted in the Sauna or Terrace Areas. However an animal that assists a person with an impairment or disability is permitted;
- (o) any other Rules approved by the Owners Corporation from time to time;
- (p) must not conduct group exercise sessions/activities without the prior written approval of the Owners Corporation.

## 51. Gymnasium

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51.1 A Proprietor or Occupier of an Apartment Lot must observe the following rules in relation to the use of the gymnasium (**"the Gymnasium"**):



- (a) glass objects, drinking glasses and sharp objects are not permitted in the Gymnasium;
- (b) alcohol and food are not permitted in the Gymnasium;
- (c) a person under the age of sixteen (15) years must be accompanied by an adult at all times;
- (d) smoking is not permitted in the Gymnasium;
- (e) all users of the Gymnasium must carry a towel at all times and wipe down equipment after use;
- (f) the hours of use of the Gymnasium is 6:00AM to 10:00PM or as designated by the Owners Corporation from time to time;
- (g) suitable footwear must be worn to and from the Gymnasium and, while in the Gymnasium, socks and appropriate sport shoes are to be worn at all times;
- (h) suitable clothing (excluding swimwear) is to be worn while in the Gymnasium; users to be clean and hygienic at all times, and **must carry a towel in the Gymnasium and politely clean equipment after use;**
- (i) all users of the Gymnasium must turn off all lights, heating or cooling when last to leave;
- (j) users of the Gymnasium must be inducted on the equipment prior to using the Gymnasium;
- (k) all users of the Gymnasium do so at their own risk;
- (l) no music audible to other users of the Gymnasium, other than that provided by the Owners Corporation, is allowed in the Gymnasium;
- (m) if coming from the sauna area, must dry off completely before entering the Gymnasium;
- (n) no animals are permitted in the Gymnasium. However an animal that assists a person with an impairment or disability is permitted;
- (o) must not conduct group exercise sessions/activities without the prior written approval of the Owners Corporation;
- (p) guests must be accompanied at all times by a Proprietor or Occupier of an Apartment Lot. A maximum of two guests only per Apartment Lot is permitted at any one time.
- (q) inappropriate behaviour and/or language and/or lewd/sexual acts are not permitted in the Gymnasium;
- (r) any other Rules approved by the Owners Corporation from time to time.

## 52. Breach of these Rules

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52.1 Notwithstanding anything else contained herein, if the Proprietor or Occupier breaches any of the Rules contained herein, it acknowledges and agrees that it will:

- (a) do all things; or
- (b) cease doing such things; or
- (c) comply with such reasonable requests made by the OC Manager or Building Manager, to remedy such breach without delay.

- 52.2 Where the Proprietor or Occupier breaches a Rule which results in damage, fees or any costs of associated costs to the Owners Corporation, then the Proprietor or Occupier acknowledges and agrees that it will be responsible for the cost of repairing or rectifying such breach (where appropriate) as soon as possible after it receives notification from the OC Manager or the Building Manager.
- 52.3 If the Proprietor or Occupier does not comply with its obligations pursuant to Rule 51.2 within a reasonable period, the Owners Corporation may do all such things necessary to rectify the breach and the Proprietor or the Occupier must pay the Owners Corporation its costs of attending to same within 14 days of receiving an invoice for such works or actions.
- 52.4 Where damages are insufficient or an inappropriate remedy for a breach of these Rules by the Proprietor or the Occupier, then the Proprietor or Occupier acknowledges and agrees that the Owners Corporation or the OC Manager or Building Manager acting on its behalf shall be entitled to apply to any court of competent jurisdiction for an injunction to prevent any breach or threatened breach of these Rules.

### 53. Health, Safety and Security

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- 53.1 A Proprietor or Occupier must not use the Lot, or permit it to be used, so as to cause hazard to the health, safety and security of a Proprietor, Occupier, or user of another Lot.
- 53.2 A Proprietor or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance by the Proprietor or Occupier, or any invitee of the Proprietor or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

### 54. Selling or Leasing Activities

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- 54.1 A Proprietor or Occupier must ensure that any selling or leasing agent of the Proprietor's Lot does not place any exhibit or advertising sign or board:
- (a) at the entry way to the Lot;
  - (b) in the Building;
  - (c) in or on the Common Property;
  - (d) in front or at the back of the Building,
- without the prior written consent of the OC Manager (which consent may be withheld by the OC Manager in its absolute discretion).
- 54.2 A Proprietor or Occupier of a Retail Lot and/or a commercial Lot must obtain the consent of the Owners Corporation (which consent may be provided in its absolute discretion) for sales agents and potential tenants and/or purchasers of the lots to access the Lots.
- 54.3 A Proprietor or Occupier of a Retail Lot and/or a commercial Lot must adhere to the Signage Guidelines, as attached at Annexure A.

### 55. Special Rights

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#### 55.1 Definitions

In this Rule, **Developer's Mortgagee** means any person or corporation who has taken from the Developer a mortgage or charge over any Lot and each of the successors in title to those persons or corporations.

- 55.2 Nothing in these Rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from

selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots;
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (h) exclude any Proprietor or Occupier and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;
- (i) grant rights to use or access through or over the Common Property to other third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out any works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
- (j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

55.3 Every Proprietor hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Proprietor and will ensure that its lessee/licensee does not prevent or hinder the Developer in any way.

55.4 The Owners Corporation must do all things reasonably required by the Developer to facilitate the efficient and economic completion of construction of the Lots, the Common Property by the Developer and sale and/or lease by the Developer of Lots and without limitation the Owners Corporation must for those purposes, within seven (7) days of a written request by the Developer, sign all necessary consents, authorities, permits or other such documents as may be required by the Developer and must close off from access by Proprietors and Occupiers parts of the Common Property when it is necessary to do so.

55.5 The Developer and any third party authorised by it under this Rule 55, or any party to which it assigns all or part of the benefits of its rights under this Rule 54 must not in exercising its right and entitlements under this Rule 55 which unduly restricts or limits the use of any Lot.

## **56. Dispute Resolution**

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56.1 The grievance procedure set out in this Rule applies to disputes involving a Proprietor, OC Manager, Occupier or the Owners Corporation.

56.2 The party making the complaint must prepare a written statement setting out the complaint in the approved form.

- 56.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute in writing by the complainant.
- 56.4 If there is no grievance committee, the Owners Corporation must be notified in writing of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- 56.5 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. A meeting may be held in person or by teleconferencing, including by videoconference.
- 56.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 56.7 the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute if the Owners Corporation or the parties to the dispute agree in writing to pay for the cost of obtaining the expert evidence.
- 56.8 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.
- 56.9 This process outlined in this Rule is separate from and does not limit any further action under Part 10 of the Act.

## **57. Special Rules for the Retail Lots and Commercial Lots**

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- 57.1 Notwithstanding anything else contained in these Rules, the following Rules contained in this Rule 57 specifically apply in relation to Retail Lots and/or commercial Lots and to the extent of any inconsistency with any other Rule, this Rule 57 shall take precedence in relation to the Retail Lots and/or commercial Lots as the case may be.
- 57.2 Notwithstanding Rule 11.1, a Proprietor or Occupier of the Retail Lot and/or a commercial Lot may install, maintain and operate on its commercial Lot any air-conditioning or heating unit to service the Retail Lot and/or a commercial Lot which meets all regulatory standards and which when operating, does not damage, affect or interfere with the operation of the Common Property such that it becomes a nuisance or emits noise, vibrations or odours which interfere with the quiet use and enjoyment of other Lots.
- 57.3 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot may move any article (including furniture and/or goods) in and out of the Retail Lot and/or a commercial Lot at any time. If the Proprietor or Occupier is required to move any article (including furniture and/or goods) through Common Property, then Rule 18 applies.
- 57.4 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot must not make any Security Access Keys available to any customer, user, associate, staff or any person that may be directly or indirectly involved in, related to or arising out of the business, trade or enterprise of the Proprietor or Occupier of the Retail Lot and/or a commercial Lot, unless the Proprietor or Occupier of the Retail Lot and/or a commercial Lot has express written permission from the Building Manager. The Building Manager or the Owners Corporation has the authority to immediately cancel any and all Security Access Keys issued to the Proprietor or Occupier of the offending Retail Lot and/or a commercial Lot if there is a breach of this Rule 57.4.
- 57.5 In addition to Rule 25, the Proprietor and Occupier of the Retail Lot and/or a commercial Lot must ensure that all waste which may arise out of the business or trade of the Retail Lot and/or a commercial Lot is disposed of in an appropriate manner, which may include without limitation:
  - (a) all cooking waste to be disposed of via a grease trap, of which the Proprietor or Occupier is responsible for the maintenance and disposal of on a regular basis;
  - (b) all used cooking oil to be disposed of in accordance with any permits or requirements of a Government Agency;

- (c) waste not to be dumped or placed in the waste area of the Common Property without the Building Manager’s consent or supervision; and
  - (d) The Proprietor or Occupier of a Retail Lot and/or a commercial Lot:
    - i. must bag and secure and deposit all garbage within that Retail Lot and/or a commercial Lot;
    - ii. must arrange for removal of all garbage at its own cost;
    - iii. is only permitted to locate its waste bin/s within the area designated for such use by the Owners Corporation/OC Manager within the loading bay, only on those days and at those times when that Retail Lot’s and/or a commercial Lot’s waste is due to be collected
    - iv. must immediately remove its rubbish bin/s from the loading bay after the garbage has been collected;
    - v. arrange for and ensure its rubbish bins are washed on a regular basis;
    - vi. recyclable waste, without limitation, paper, cardboard and plastic containers as from time to time nominated by the Owners Corporation must be broken down and left packed in the receptacle or area designated on Common Property specifically provided by the Owners Corporation for such waste disposal;
    - vii. all other office waste (except for ink and toner cartridges) must be securely wrapped at all times in small parcels and deposited into a receptacle or area on Common Property specifically provided for waste disposal; and
    - viii. must arrange for the appropriate disposal of all used ink/toner cartridges and electrical/electronic equipment.
- 57.6 The Proprietor or Occupier of the Retail Lot and/or a commercial Lot must ensure that any food preparation area within their Retail Lot and/or a commercial Lot has an effective exhaust/ventilation system, which is to be reviewed by an engineer, with certificates to be provided to the Owners Corporation, which include provision for removal of grease laden stems/excess heat, arrest/control of grease emission, prevention of deposits of grease/dirt on surrounding areas.
- 57.7 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot must ensure any and all cooking exhaust ducts within or part of the Retail Lot’s and/or a commercial Lot’s kitchen exhaust system is cleaned at a frequency recommended or required by law or by any Government Agency. The Proprietor or Occupier of the Retail Lot and/or a commercial Lot must at all times maintain all safety aspects of their kitchen exhaust system including minimizing grease build-up within the hood and all associated ducts. The OC Manager may also stipulate how frequent the cooking exhaust ducts must be cleaned. The evidence of any clean must be provided to the OC Manager upon request. The engineer or contractor may also stipulate cleaning procedures and frequencies to be adopted by Proprietor and enforced by the Owners Corporation. Unless otherwise stipulated as per this clause, the frequency of cleaning of exhaust hoods and duct will be every six months by a professional cleaner and evidence of such cleaning provided to the Owners Corporation.
- 57.8 Notwithstanding Rule 34.1, a Proprietor or Occupier of the Retail Lot and/or a commercial Lot may erect or fix a sign or notice to the Retail Lot and/or a commercial Lot which is associated with the business carried out from that particular Retail Lot and/or a commercial Lot provided the Proprietor or Occupier has obtained:
- (a) the necessary authority consents;
  - (b) follows the Commercial Fitout Manual, if required;
  - (c) follows the Signage Specification Manual, if required; and
  - (d) the written consent of the Owners Corporation, such consent not to be unreasonably withheld.

- 57.9 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot may not change any glazed portions of the Lot (or any Common Property adjacent to the Lot) to be tinted or otherwise treated to change the visual characteristics of the glazing.
- 57.10 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot may not paint, finish or otherwise alter the external façade or improvement forming part of the Common Property or their commercial Lot.
- 57.11 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot may not without prior written consent of the Owners Corporation maintain inside the Lot anything visible from outside of the Lot, that when viewed from outside the Lot is not in keeping with the rest of the Building.
- 57.12 Notwithstanding Rule 37.11, a Proprietor or Occupier of the Retail Lot and/or a commercial Lot may install or operate or permit to be installed or operated any intruder alarm which emits an audible signal but must insure that any such installation has proper maintenance and attendance agreement in operation with a security service or any like organization that monitors and attends to any alarms and can disable them expeditiously. In the absence of any such agreement, then the Proprietor or Occupier must obtain the Owners Corporations consent to the installation and operation of any alarm.
- 57.13 Notwithstanding Rule 46, the Proprietor or Occupier of the Retail Lot and/or a commercial Lot may carry on a trade or business from the Retail Lot and/or a commercial Lot, provided:
- (a) the planning scheme governing the use of that Retail Lot and/or a commercial Lot permits the trade or business to be carried on from that Retail Lot and/or a commercial Lot;
  - (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
  - (c) the trade or business can be carried on and is carried on without causing undue nuisance to the Proprietors and Occupiers of other Lots and is otherwise in accordance with these Rules.
- 57.14 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot and its customer, user, associate, staff or any person that may be directly or indirectly involved in, related to or arising out of the business, trade or enterprise of the Proprietor or Occupier of the Retail Lot and/or a commercial Lot, is not entitled to use any common property not designated to Owners Corporation No 1, No 3 and/or No 4, which includes resident amenities.
- 57.15 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot must follow not carry out fitout works without complying with Rule 40.

## **58. Common Facilities/Common Area**

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In relation to any common facilities/common areas on Common Property not referred to in these Rules, a Proprietor or Occupier must comply with the Rules of Use specified from time to time by the Owners Corporation, the OC Manager or the Building Manager.

## **59. Letting Managers**

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- 59.1 Each Proprietor acknowledges that:
- (a) a Letting Manager may or may not be engaged by the Owners Corporation to provide onsite letting and other services to Proprietors who wish to avail themselves of this service; and
  - (b) the Letting Manager's office or concierge desk may or may not be located in the Licenced Area which may or may not form part of the Common Property.
- 59.2 A Proprietor or Occupier must not:

- (a) either directly or indirectly do anything to interfere with or obstruct or restrict the Letting Manager from performing the Letting Manager's duties under the Letting Deed;
- (b) interfere with or obstruct the Letting Manager from using the Licenced Area or any other part of the Common Property designated by the Owners Corporation for use by the Letting Manager; and
- (c) on any Lot or the Common Property (except with the written consent of the Letting Manager) conduct or participate in the conduct of:
  - (i) the business of a Letting Manager; or
  - (ii) any other business activity that is an activity identical or substantially identical with any of the services provided by the Letting Manager.

59.3 The hours of operation of the Letting Manager will be at the discretion of the Letting Manager.

59.4 The Letting Manager may change its hours of operation at any time at its absolute discretion.

## **60. Facilities Manager**

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60.1 Each Proprietor acknowledges that:

- (a) a Facilities Manager may or may not be engaged by the Owners Corporation to provide the Facilities Management Service; and
- (b) the Facilities Manager's office or concierge desk may or may not be located in the Reception and Storage Licence Area, which forms part of the Common Property.

60.2 A Proprietor or Occupier must not either directly or indirectly do anything to interfere with or restrict the role or functions of the Facilities Manager and must comply with the reasonable directions of the Facilities Manager from time to time.

60.3 The hours of operation of the Facilities Management Service will be at the discretion of the Facilities Manager.

60.4 The Facilities Manager may change its hours of operation at any time at its absolute discretion.

## **61. Licence Agreements**

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61.1 Access will be granted to the Proprietor or Occupier of any Retail Lot in order to gain access from Dudley Street, or the common driveway and providing access to the Basement garbage, recycling, and cleaning facilities.

61.2 The Developer will be permitted to display their brand on the building in the following locations:

- (a) High-wall signage located on the East Façade of Level 20;
- (b) Signage at the Building Entry and Driveway;
- (c) Lobby and Foyer plaques to acknowledge the design and development team; and
- (d) Any other specified location with written permission from the Owners Corporation committee.

## **62. SDA Apartments**

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62.1 The Owner of a Lot shall have the right to use that Lot:

- (a) as Special Disability Accommodation; or

- (b) for the management or delivery of services to any Lot being used for Special Disability Accommodation

In this Rule 62.1, **Special Disability Accommodation** refers to accommodation for occupiers who require specialist housing solutions to assist with the delivery of support that caters to their extreme functional impairment and very high support needs.

### **63. Committees and Sub-Committees**

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- 63.1 In the instance that 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.
- 63.2 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.
- 63.3 The committee can delegate any or all of its functions to the sub-committees as permitted by Law.
- 63.4 Sub-committees must:
  - (a) be comprised of Members;
  - (b) not act outside of their delegation;
  - (c) act honestly and in good faith in the performance of their functions;
  - (d) act in accordance with the Committees instructions; and
  - (e) report to the Committee with respect to the performance of their functions.
- 63.5 Members of sub-committees must vote in their capacity as members of the sub-committee and not as Members of the committee.
- 63.6 The committee and sub-committees must comply with the Rules and all applicable Laws.





## **ANNEXURE A**

### **SIGNAGE GUIDELINES**

The Proprietor or Occupier of a Retail Lot and/or a commercial lot that wishes to erect any signs, artwork, billboards or hoardings and all electrical and other fittings related to them (**Signs**) must comply with the following guidelines and, if the Owners Corporation deems it necessary in its absolute discretion, shall enter into a signage licence agreement specifies the specific areas for erecting Signs (**Sign Area**) and incorporates the following guidelines:

#### **FEES**

the Proprietor or Occupier must pay any licence fee as reasonably determined by the Owners Corporation and any other costs for all utility services supplied to the Signs.

#### **COMPLIANCE**

the Proprietor or Occupier must comply with all laws and any requirements of any authority in connection with the Sign Area and ensure that its use of the Sign Area does not create a nuisance or interfere with or disrupt the peaceful use and enjoyment of any other portions of the Building or any adjacent or neighbouring premises.

#### **MAINTENANCE**

the Proprietor or Occupier must:

- a) keep any Signs erected in the Sign Area in good condition and make good any damage caused by the removal and replacement of any such Signs; and
- b) remove all Signs erected in the Sign Area as soon as practicable after the end of the term of the licence and make good any damage caused in the removal of such Signs.

#### **ACKNOWLEDGEMENT**

the Proprietor or Occupier acknowledges that the licence agreement is subject to the Owners Corporation Rules and agrees to observe the Owners Corporation Rules in relation to the Sign Area.

#### **INSURANCE**

the Proprietor or Occupier (and where applicable, the Proprietor or Occupier's agents, contractors, subcontractors, employees or invitees) must obtain and maintain for the duration of the term of the licence a policy:

- a) of public liability insurance with a minimum cover of \$10,000,000 for any single claim;
- b) covering the Proprietor or Occupier and the Licensor for their respective rights and interests for all plate glass and other glass windows, doors and partitions in the Sign Area against damage or destruction for the full replacement and reinstatement value; and
- c) covering loss, destruction or damage to the improvements, fixtures, fittings, installations and contents of the Sign Area belonging to the Proprietor or Occupier or for which the Proprietor or Occupier is responsible against all reasonable insurance risks for an amount not less than the full reinstatement and replacement value;

in respect of the Sign Area.

**ANNEXURE B**

**Carpark Licence**

**Car Park Lot**  **at Flagstaff Hill, 45-55 Dudley Street, West Melbourne  
VIC 3003**

**UAG West Melbourne Pty Ltd  
ACN 615 784 006**

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## Schedule

1. **Date of this Licence:** The                      day of
2. **Licensor:**

3. **Licensee:** UAG West Melbourne Pty Ltd ACN 615 784 006
4. **Car Parking Space:** The 



 car parking space marked on the plan attached as Annexure A.
5. **Commencement Date**

--
6. **Term**

--
7. **Licence Fee during the Term:**

--
8. **Contract of Sale:** The contract of sale between the Licensor and the Licensee in respect of the Licensor's purchase of the Property dated
9. **Property** Car park lot 



 on the Plan.

---

## Signing Page

Executed by the parties on the date specified in Item 1.

### LICENSOR:

Signed sealed and delivered by

in the presence of:

)

)

.....

.....

Witness

### LICENSEE:

Executed by **UAG West Melbourne Pty Ltd**

**ACN 615 784 006** by its Attorney pursuant to

power of attorney dated \_\_\_\_\_:

)

)

)

.....

---

## Licence

**Dated**        /        /

This Licence is made on the date specified in Item 1.

---

## Parties

**The Licensor**

**The Licensee**

### Background

- A.        The Licensor and the Licensee entered into the Contract of Sale with respect to the purchase of the Property.
- B.        The Licensor has agreed to grant the Licensee a temporary licence to use the Car Parking Space, subject to the terms and conditions contained in this Licence.

### The Parties Agree

---

#### 1.        Definitions

In this Licence, unless expressed or implied to the contrary:

**Adjustment** has the same meaning given to that term in the GST Act.

**Adjustment Note** has the same meaning given to that term in the GST Act.

**Car Parking Space** means the parking space specified in Item 4.

**Contract of Sale** means the contract of sale for the Property between the Licensor and the Licensee specified in Item 8

**Commencement Date** means the commencement date specified at Item 5 of the Schedule.

**Consideration** means consideration payable under this Licence in return for a Taxable Supply, but does not include any amount on account of GST.

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (as amended).

**GST** has the same meaning given to that term in the GST Act.

**Input Tax Credit** has the same meaning given to that term in the GST Act, but also includes a reduced input tax credit under Division 70 and an adjusted input tax credit under Division 132 of the GST Act.

**Item** means an item in the Schedule.

**Licence Fee** means the amount specified in Item 7 as adjusted under this Licence.

**Licensee** means the Licensee specified in Item 3 and includes the Licensee's successors and assigns and where it is consistent with the context includes the Licensee's employees, agents, invitees and persons the Licensee allows to use the Car Parking Space.

**Licensor** means the Licensor specified in Item 2 above and includes the Licensor's successors and assigns and where it is consistent with the context includes the Licensor's employees and agents.

**Lot** means lot or lots on the Plan.

**Plan** means proposed plan of subdivision PS831067G.

**Property** means the lots specified in Item 9.

**Recipient** has the same meaning given to that term in the GST Act.

**Supplier** means the entity making a Supply to the Recipient.

**Supply** has the same meaning given to that term in the GST Act.

**Tax Invoice** has the same meaning given to that term in the GST Act.

**Taxable Supply** has the same meaning given to that term in the GST Act.

**Taxes** means a tax, levy, duty, impost, fee, deduction, withholding or charge, however described, imposed by legislation, (including stamp and transaction duty and any car parking levies) together with any related interest, penalty, fine or expense concerning any of them and the costs of challenging any of them.

**Term** means the Term specified in Item 6 of the Schedule.

---

## 2. Licence

The Licensor grants a licence to the Licensee to use the Car Parking Space for the Term starting on the Commencement Date.

---

## 3. Payments by the Licensee

### 3.1 Payment of Licence Fee

The Licensee must pay the Licence Fee to the Licensor on the Commencement Date, if demanded by the Licensor.

### 3.2 Costs and Duty

The Licensor must pay:

- 3.2.1 the Licensee's reasonable costs and expenses of \$500 plus GST in relation to the negotiation, preparation and finalisation of this Licence in accordance with special condition 29.10 of the Contract of Sale; and

- 3.2.2 its own costs and expenses arising out of and in connection with the negotiation, preparation and execution of any document prepared in connection with this Licence.

---

## **4. GST**

### **4.1 GST Exclusive**

Except as otherwise provided by this clause, all Consideration payable under this Licence in relation to any Supply is exclusive of GST.

### **4.2 Increase in Consideration**

To the extent that any Supply under this Licence constitutes a Taxable Supply, the Consideration payable by the Recipient to the Supplier will be increased by the applicable amount of GST (**GST Amount**), which shall be calculated by multiplying the amount upon which GST is payable by the prevailing rate of GST.

### **4.3 Payment of GST**

Any GST Amount must be paid by the Recipient to the Supplier at the same time and in the same manner as the relevant Consideration is paid or given under this Licence, without any right of set-off or deduction (unless otherwise provided in this Licence).

### **4.4 Reimbursements**

If this Licence requires the Recipient to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the Supplier (**Relevant Expense**), the amount which the Recipient must pay, reimburse or contribute will be the amount net of any Input Tax Credits to which the Supplier is entitled in respect of the Relevant Expense, together with any GST Amount if the payment, reimbursement or contribution constitutes a Taxable Supply by the Supplier to the Recipient.

### **4.5 Tax Invoice**

The Supplier must provide to the Recipient a valid Tax Invoice at or prior to the time of payment of any GST Amount.

### **4.6 Adjustments & Adjustment Notes**

To the extent that any Adjustment occurs in relation to a Taxable Supply, the Supplier must issue an Adjustment Note to the Recipient within 7 days of becoming aware of the Adjustment, and any payment necessary to give effect to such Adjustment must be made within 7 days after the date of receipt of the Adjustment Note.

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## **5. Use of Car Parking Space**

### **5.1 Use of Car Parking Space**

The Licensee must:

- 5.1.1 use the Car Parking Space for the purpose of parking not more than one car at any one time; and



- 5.1.2 not use the Car Parking Space for any purpose other than as permitted under the relevant owners corporation rules relevant to the Property and the Car Parking Space.

## **5.2 Nuisance**

The Licensee must not do anything in connection with the Car Parking Space which may cause a nuisance or interfere with any other person.

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## **6. Repairs and Maintenance**

The Licensee must:

- 6.1 keep the Car Parking Space in the same condition as they were in at the Commencement Date (fair wear and tear excepted) including repairing or replacing anything in the Car Parking Space which is damaged or destroyed by the Licensee; and
- 6.2 remove all oil stains from the Car Parking Space and if the Licensee fails to do so within 7 days of receipt of written notice, pay to the Licensor the costs it incurs in doing so on demand.

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## **7. Release**

The Licensee uses and occupies the Car Parking Space at its own risk and releases the Licensor from all claims resulting from any damage, loss, death or injury in connection with the Car Parking Space except to the extent that the Licensor is negligent.

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## **8. Assignment and Sub-Letting Permitted**

The Licensee may at any time during the Term and without the consent of the Licensor deal with its interest in the Car Parking Space, including assigning this Licence or sub-licensing the Car Parking Space to a new licensee.

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## **9. Licensee's Obligations at end of Licence**

If this Licence ends, the Licensee must:

- 9.1 vacate the Car Parking Space and give it back to the Licensor in a condition consistent with the Licensee having complied with its obligations under this Licence;
- 9.2 remove the Licensee's chattels, fixtures and fittings and make good any damage caused by their removal; and
- 9.3 give to the Licensor all keys and other security devices (if applicable) used by the Licensee to obtain access to the Car Parking Space.

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## **10. Termination of Licence**

The Licensor may terminate this Licence if the Licensee breaches this Licence and does not remedy the breach within 14 days of receipt of written notice from the Licensor.

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## **11. General**

### **11.1 Notices**

Any notice required to be served under this Licence must be in writing and must be served by post, facsimile transmission or hand delivered to:

- 11.1.1 the Licensee at its address set out in this Licence, the Licensee's registered office address or the last known address of the Licensee; and
- 11.1.2 the Licensor at its address set out in this Licence or any other address notified in writing to the Licensee by the Licensor.

### **11.2 Entire Understanding**

This Licence contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Licence and have no effect.

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## **12. Interpretation**

### **12.1 Governing law and jurisdiction**

This Licence is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria and waives any right to object to proceedings being brought in those Courts.

### **12.2 Persons**

In this Licence, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

### **12.3 Joint and Several**

If a party consists of more than one person, this Licence binds them jointly and each of them severally.

### **12.4 Legislation**

In this Licence, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

### **12.5 Clauses and headings**

In this Licence:

- 12.5.1 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Licence; and
- 12.5.2 headings and sub-headings are inserted for ease of reference only and do not effect the interpretation of this Licence.

## **12.6 Severance**

In this Licence:

- 12.6.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- 12.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Licence.

## **12.7 Number and gender**

In this Licence, a reference to:

- 12.7.1 the singular includes the plural and vice versa; and
- 12.7.2 a gender includes the other genders.

## **12.8 Counterparts**

This Licence may be executed and exchanged in the two separate counterparts, which together will constitute one binding instrument.

## **OWNERS CORPORATION CERTIFICATE**

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

**Owners Corporation 2 on Plan No. PS831067G  
45-55 Dudley Street, West Melbourne VIC 3003**

This certificate is issued for: Lot 201, 202, 203, 205, 206, 208, 303, 402, 404, 409, 410, 411, 510, 511, 1203, 1903, 2301 of Owners Corporation 2 PS831067G

The postal address is: 101, 102, 103, 105, 106, 108, 203, 302, 304, 309, 310, 311, 410, 411, 1103, 1803, 2201/45 Dudley Street, West Melbourne VIC 3003

Applicant for certificate: UAG West Melbourne Pty Ltd c/o Align Law Group

Delivery address for certificate: Via email: Abigail Chou <[achou@alignlaw.com.au](mailto:achou@alignlaw.com.au)>

**IMPORTANT:**

The information in this certificate is issued on 21/03/2024. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to [info@mocs.com.au](mailto:info@mocs.com.au). A new certificate should be obtained if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees for the above lots for the financial period 01/04/23 to 31/03/24 are payable bi-annual in advance for the first six (6) months and quarterly in advance thereafter. The due dates are 01/04/23, 01/10/23 and 01/01/24.

Lot	Quarterly Levy	Annual Levy	Unpaid Fee as at 21/03/2024
201	240.67	962.69	240.67
202	288.02	1,152.08	288.02
203	347.20	1,388.80	347.20
205	315.64	1,262.56	315.64
206	232.78	931.13	232.78
208	232.78	931.13	232.78
303	323.53	1,294.12	323.53
402	260.40	1,041.60	260.40
404	232.78	931.13	232.78
409	256.46	1,025.83	256.46
410	232.78	931.13	232.78
411	228.84	915.35	228.84
510	232.78	931.13	232.78
511	228.84	915.35	228.84
1203	228.84	915.35	228.84
1903	228.84	915.35	228.84
2301	232.78	931.13	232.78

- (b) **The date up to which the fees for the lot have been paid:**  
31/12/23
- (c) **The total of any unpaid fees or charges for the lot is:**  
Refer to Table in (a).
- (d) **The special fees or levies which have been struck, the dates on which they were struck, and the dates they are payable are:**  
Nil.
- (e) **Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?**  
None known to the Manager as at the date of this certificate.
- (f) **The Owners Corporation presently has the following insurance cover:**  
Please refer to the attached Certificate of Currency.
- (g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**  
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.
- (h) **The total funds held by the Owners Corporation as at 21/03/2024 are:**  
Please refer to the attached Balance Sheet.

- (i) **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?**  
None known to the Manager as at the date of this certificate.
- (j) **Are there any current contracts, leases, licences or agreements affecting the common property?**
- Owners Corporation Management Agreement with Melbourne Owners Corporation Services Pty Ltd for management of Owners Corporation 2 for the term of three (3) years commencing 24/03/2023.
  - Fire Indicator Panel Monitoring Agreement with ADT Monitoring for the provision of fire alarm monitoring services and equipment for a term of three (3) years.
  - Centralised Energy Equipment Agreement with WINconnect Pty Ltd
  - Cleaning Agreement with City Group Clean Management Pty Ltd
  - Gymnasium Equipment Finance Agreement with Life Fitness
  - Sanitary Collection services with Impact Hygiene
  - Scenting Agreement with Air Aroma Australia Pty Ltd
  - Telecommunications Agreement with Opticomm
  - Retail lot Licence with Lot T1
  - Retail lot Licence with Lot T2
  - Letting Deed with UAG West Melbourne Pty Ltd
- (k) **Are there any current agreements to provide services to lot owners, occupiers or the public?**
- Centralised Energy Equipment Agreement with WINconnect Pty Ltd
  - Telecommunications Agreement with Opticomm
  - Letting Deed with UAG West Melbourne Pty Ltd
- (l) **Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?**  
None known to the Manager as at the date of this certificate.
- (m) **Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?**  
None known to the Manager as at the date of this certificate.
- (n) **Has the Owners Corporation appointed, or resolved to appoint, a manager?**  
The appointed Owners Corporation Manager is:
- Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)  
PO Box 2228  
HAWTHORN, VIC 3122  
Phone: 03 9818 2488  
Email: [info@mocs.com.au](mailto:info@mocs.com.au)
- (o) **Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?**  
The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.
- (p) **Documents required to be attached to the Owners Corporation Certificate are:**
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
  - Balance Sheet of the Owners Corporation;
  - A copy of the Minutes of the Inaugural General Meeting which includes:
    - A copy of the Certificate of Currency
    - A copy of the annual budget and schedule of fees
    - A copy of the Consolidated Rules of the Owners Corporation.

**NOTE:**

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

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

Date: 21/03/2024



On behalf of Owners Corporation 2 on Plan No. PS831067G  
Noel Lim  
Melbourne Owners Corporation Services Pty Ltd  
PO Box 2228, HAWTHORN, VIC 3122

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

### **Schedule 3, Regulation 17, Owners Corporations Regulations 2018**

#### **What is an Owners Corporation?**

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

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

#### **How are decisions made by an Owners Corporation?**

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

#### **Owners Corporation rules**

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

#### **Lot entitlement and lot liability**

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

#### **Further information**

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

#### **Management of an Owners Corporation**

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

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

## Balance Sheet

### As at 21/03/2024

Owners Corporation 1, 2, 3 & 4 PS831067G

Flagstaff Hill, 45 Dudley Street, West Melbourne VIC  
 3003

	Current period
<b>Owners' funds</b>	
Administrative Fund	
Operating Surplus/Deficit--Admin	49,613.65
	49,613.65
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	0.00
	0.00
Net owners' funds	\$49,613.65
<b>Represented by:</b>	
<b>Assets</b>	
Administrative Fund	
Cash at bank--Admin	155,199.80
Receivable--Levies--Admin	25,950.13
Receivable--Owners--Admin	1,372.23
	182,522.16
Maintenance Fund	
	0.00
Unallocated Money	
Cash at bank--Unallocated	1,326.82
	1,326.82
Total assets	183,848.98
<b>Less liabilities</b>	
Administrative Fund	
Creditor--GST--Admin	(10,057.67)
Creditors--Other--Admin	64,873.81
Prepaid Levies--Admin	78,092.37
	132,908.51
Maintenance Fund	
	0.00
Unallocated Money	
Prepaid Levies--Unallocated	1,326.82
	1,326.82
Total liabilities	134,235.33
Net assets	\$49,613.65



Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006101945</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	08/03/2024 to 08/03/2025 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 831067
<b>Situation</b>	45 DUDLEY STREET WEST MELBOURNE VIC 3003

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### Policies Selected

#### Policy 1 – Insured Property

Building: \$84,000,000  
Common Area Contents: \$840,000  
Loss of Rent & Temporary Accommodation (total payable): \$12,600,000

#### Policy 2 – Liability to Others

Sum Insured: \$50,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

#### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

#### Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

#### Policy 7 – Catastrophe Insurance

Sum Insured: \$12,600,000  
Extended Cover - Loss of Rent & Temporary Accommodation: \$1,890,000  
Escalation in Cost of Temporary Accommodation: \$630,000  
Cost of Removal, Storage and Evacuation: \$630,000

#### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000





Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000

**Policy 9 – Lot owners’ fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

27/02/2024

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## MINUTES OF INAUGURAL GENERAL MEETING

### Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G

45-55 Dudley Street, West Melbourne VIC 3003

Minutes of the Inaugural General Meeting held via Zoom  
on Friday, 24 March 2023 at 10:00 AM

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#### 1. Commencement of Meeting

The meeting commenced at 10:00 AM and Nicole Chow welcomed the members to the Inaugural General Meeting of Owners Corporation no. 1, 2, 3 & 4 for Plan No. PS831067G ("**Owners Corporations**").

It was noted this was the Inaugural General Meeting of the Owners Corporations and UAG West Melbourne Pty Ltd ("**UAGWM**"), being the initial owner as defined under the *Owners Corporations Act 2006* ("**Act**"), was mindful of the requirements to act in good faith and with due care and diligence and in the best interests of the Owners Corporation.

#### 2. Registration

##### 2.1. Members Present

All lots – UAGWM, (Sole Proprietor)

##### 2.2. Proxies Received

Nicole Chow on behalf of UAG West Melbourne Pty Ltd  
Tony Battersby on behalf of UAG West Melbourne Pty Ltd  
Irving Liang on behalf of UAG West Melbourne Pty Ltd

##### 2.3. Quorum Present

A quorum for this meeting was achieved as 100% of the total members were present and all resolutions were deemed unanimous.

##### 2.4. In Attendance

Nicole Chow on behalf of UAG West Melbourne Pty Ltd  
Tony Battersby on behalf of UAG West Melbourne Pty Ltd  
Irving Liang on behalf of UAG West Melbourne Pty Ltd  
Shawn Lu on behalf of Melbourne Owners Corporation Services Pty Ltd  
Noel Lim on behalf of Melbourne Owners Corporation Services Pty Ltd  
Lisa Loh on behalf of Melbourne Owners Corporation Services Pty Ltd  
Paul Sia on behalf of Melbourne Owners Corporation Services Pty Ltd

#### 3. Notice of Inaugural Meeting

It was unanimously resolved that the requirement for 14 days' notice before this meeting is waived.

#### 4. Election of Chairperson for the Meeting

It was resolved that Nicole Chow be appointed to Chair the meeting.

## 5. Plan of Subdivision

### 5.1. Registration of Plan of Subdivision

It was noted that Plan No. PS831067G (“Plan”) was registered on 24 March 2023 and that UAGWM is the registered proprietor of all lots on the Plan.

It was noted that the current registered plan of subdivision comprises of 171 occupiable Lots within the development with 4 Owners Corporations in total as follows:

- **Owners Corporation 1** – All Lots within the Development
- **Owners Corporation 2** – Residential Lots Only - Lots 201-213, 301-313, 401-411, 501-511, 601-611, 701-706, 801-807, 901-907, 1001-1007, 1101-1107, 1201-1207, 1301-1307, 1401-1407, 1501-1507, 1601-1607, 1701-1707, 1801-1807, 1901-1907, 2001-2007, 2101-2107, 2201,2301,2302,2303,2401 & 2501
- **Owners Corporation 3** – Retail Lots Only - Lots T1 & T2
- **Owners Corporation 4** – Car Park - Lots T1, 208, 706,1202,1602,1705,1902,2201,2303,2401,2501, C1-C4, C9, C10, C11,C16, C17, C18, C19, C21, C23, C24, C25, C26, C27, C31, C32, C43, C44, C45, C46, C47, ST1-ST7& ST10-ST12

### 5.2. Owners Corporation Tier

#### 5.2.1. Owners Corporation 1 Tier

Owners Corporation 1 Plan No. PS831067G is classified as **Tier One** in accordance with the Owners Corporation Act 2006.

#### 5.2.2. Owners Corporation 2 Tier

Owners Corporation 2 Plan No. PS831067G is classified as **Tier One** in accordance with the Owners Corporation Act 2006.

#### 5.2.3. Owners Corporation 3 Tier

Owners Corporation 3 Plan No. PS831067G is classified as **Tier Five** in accordance with the Owners Corporation Act 2006

#### 5.2.4. Owners Corporation 4 Tier

Owners Corporation 4 Plan No. PS831067G is classified as **Tier Three** in accordance with the Owners Corporation Act 2006

### 5.3. Powers of the Owners Corporation

As UAGWM is the registered proprietor of all lots on the Plan, UAGWM has the capacity to exercise all the powers of the Owners Corporation pursuant to the Act, *Owners Corporations Regulations 2018*, *Subdivision Act 1988*, *Sale of Land Act 1962* and the regulations thereunder.

## 6. Rules of the Owners Corporation

### 6.1. Owners Corporation 1

A set of the proposed rules were tabled at the meeting, and it was resolved that the rules as tabled be adopted as the rules for the Owners Corporation.

It was noted that the rules as approved have been registered together with the plan of subdivision at Land Use Victoria.

## 6.2. Owners Corporation 2

A set of the proposed rules were tabled at the meeting, and it was resolved that the rules as tabled be adopted as the rules for the Owners Corporation.

It was noted that the rules as approved have been registered together with the plan of subdivision at Land Use Victoria.

## 6.3. Owners Corporation 3

A set of the proposed rules were tabled at the meeting, and it was resolved that the rules as tabled be adopted as the rules for the Owners Corporation.

It was noted that the rules as approved have been registered together with the plan of subdivision at Land Use Victoria.

## 6.4. Owners Corporation 4

A set of the proposed rules were tabled at the meeting, and it was resolved that the rules as tabled be adopted as the rules for the Owners Corporation.

It was noted that the rules as approved have been registered together with the plan of subdivision at Land Use Victoria.

**Note:** Owners of the lots are to be reminded of their obligations to provide a copy of the rules of the Owners Corporation to all occupiers of their lots.

## 7. Documents that must be provided at the Inaugural Meeting

In accordance with Section 67 of the Act, UAGWM as applicant for the registration of the plan of subdivision has provided the below list of information for the purposes of the owners corporation:

<b>7.1</b>	<b>Owners Corporation Register</b> It was noted that the Owners Corporation Register is included within Schedule 1 attached hereto.	✓
<b>7.2</b>	<b>Any Accounts or Records made on behalf of the Owners Corporation</b> It was noted that this is not applicable.	N/A
<b>7.3</b>	<b>Books to enable the Owners Corporation keep necessary minutes, accounts, and other records</b> It was noted that this will be provided by MOCS ("Manager") therefore not applicable.	N/A
<b>7.4</b>	<b>Maintenance Plan</b> It was noted to refer to Item <b>Error! Reference source not found.</b> below.	N/A
<b>7.5</b>	<b>A copy of the plan of subdivision and all related building plans, planning documents and other similar documents</b> It was noted that the Manager holds a copy of all the above.	✓
<b>7.6</b>	<b>A copy of the Owners Corporations Act 2006 and the Regulations and the Subdivision Act 1988 and the Regulations</b> It was noted that the Manager holds a copy of all the above.	✓
<b>7.7</b>	<b>Any Contracts, Leases, Licences binding on or benefiting the Owners Corporation</b> It was noted to refer to Item 10 below.	✓

7.8	<b>Any Insurance policies in force in relation to the property, including any insurance policy taken out under Section 9AAA of the Sale of Land Act 1962</b> It was noted to refer to Item 11 below.	✓
7.9	<b>The names of the Companies, Tradespeople or suppliers who provided a warranty or other guarantee on any matter for which the Owners Corporation is responsible and copies of those warranties and guarantees</b> It was resolved that UAGWM has requested (or will request) that the Builder provide a list and/or copies of warranties and/or other guarantees including periods for which maintenance will be provided at no cost to the Owners Corporation.	To be provided by UAGWM
7.10	<b>Building Maintenance Manual</b> It was resolved that UAGWM has requested (or will request) that the Builder provide a Building Maintenance Manual at no cost to the Owners Corporation.	To be provided by UAGWM
7.11	<b>Asset Register</b> It was resolved that UAGWM has requested (or will request) that the Builder provide an Asset Register at no cost to the Owners Corporation.	To be provided by UAGWM
7.12	<b>Copies of any specifications, reports, certificates, permits, notices or orders in relation to the plan of subdivision</b> It was resolved that UAGWM has requested (or will request) that the Builder provide copies of any specifications, reports, certificates, permits, notices or orders in relation to the plan of subdivision at no cost to the Owners Corporation.	To be provided by UAGWM
7.13	<b>Resident Move in Procedure and Member Welcome Letter</b> It was noted that this will be provided by the Manager.	✓
7.14	<b>The Common Seal of the Owners Corporation</b> In accordance with the Owners Corporation Amendment Act 2019, it is noted that an owners corporation is not required to have or use a common seal and that Section 10 of the Act provides for the execution of documents of an owners corporation by signature.	✓
7.15	<b>Occupancy Permit</b> It was noted that the partial occupancy permit was issued on 11 March 2023 applicable to the development known as "45-55 Dudley Street, West Melbourne" and a copy was provided to the Manager.	✓

## 8. Financial Matters

### 8.1. Owners Corporation 1

#### 8.1.1. Operating Levy

It was noted that the annual Operating cost for Owners Corporation 1 Plan No. PS831067G is \$653,312.00 inclusive GST based on the relative units of liability.

#### 8.1.2. Maintenance Fund Levy

It was noted that the Maintenance Fund cost for Owners Corporation 1 Plan No. PS831067G will be determined at the next Annual General Meeting.

#### 8.1.3. Levy Schedule

It was resolved that the fees payable by lot owners shall be set out in Schedule 3 ("Levy Schedule") as attached hereto.

It was resolved to levy \$653,312.00 inclusive GST from the first settlement date being the 1 April 2023 based on the relative units of liability.

**8.1.4. Levy Collection**

It was resolved that the fees as set out in the Levy Schedule shall be paid quarterly, in advance on 1 April, 1 July, 1 October, and 1 January except for the first period commencing on 1 April 2023 and ending 30 September 2023 (both dates inclusive).

It was noted that fees raised will remain unpaid until the settlement of each lot and remitted to the Manager as soon as practicable upon completion of the settlement of the sale of each lot. The fees for any unsold lots will be paid.

**8.1.5. Financial Year**

It was resolved that the financial year would be from the 1 April to 31 March annually.

**8.1.6. Recovery of Debt**

It was resolved that the Owners Corporation may recover as a debt from the person or persons in default or breach the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any lot owner or occupier of a lot of any obligation under the Act, the Owners Corporations Regulations 2018 or the rules of the Owners Corporation. This includes commencing proceedings at the Victorian Civil and Administrative Tribunal (“VCAT”) and/or other courts of competent jurisdiction and pursuant to this resolution to appoint a lawyer to act on behalf of the Owners Corporation in relation to any such debt recovery action.

**8.1.7. Penalty Interest**

It was resolved that the Owners Corporation will charge interest on any amount payable by a lot owner to the Owners Corporation that is outstanding 28 days after the due date, in accordance with section 29 of the Act and the Penalty Interest Rates Act 1983, with the exception of charging interest on any amount payable for the initial 12 months from the date of the Inaugural General Meeting.

**8.1.8. Financial Statements**

It was raised that **Tier One** Owners Corporations, must in accordance with the Owners Corporation Act 2006 prepare annual financial statements for presentation at the general meeting of the owners corporation in accordance with the Australian Accounting Standards.

**8.1.9. Audit of the Financial Statements\***

It was further raised that a **Tier One** Owners Corporation must, in accordance Owners Corporation Act 2006, after the end of each financial year, cause its financial statements to be audited by—

(a) a registered company auditor; or

(b) a firm of registered company auditors;

or

(c) a person who is—

(i) a member of CPA Australia, the Institute of Public Accountants or Chartered Accountants Australia and New Zealand; and

(ii) authorised to conduct the audit by CPA Australia, the Institute of Public Accountants or Chartered Accountants Australia and New Zealand.

*\*Section 34 as substituted by the 2021 Act and sections 35 and 35A as substituted and inserted by the 2021 Act apply only in relation to a financial year commencing on or after the commencement day. Sections 34 and 35 as in force immediately before the commencement day, continue to apply in relation to a financial year that commenced before the commencement day*

## **8.2. Owners Corporation 2**

### **8.2.1. Operating Levy**

It was noted that the annual Operating cost for Owners Corporation 2 Plan No. PS831067G is \$198,110.00 inclusive GST based on the relative units of liability.

### **8.2.2. Maintenance Plan Levy**

It was noted that the Maintenance plan cost for Owners Corporation 2 Plan No. PS831067G will be determined at the next Annual General Meeting

### **8.2.3. Levy Schedule**

It was resolved that the fees payable by lot owners shall be set out in Schedule 3 ("**Levy Schedule**") as attached hereto and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 2.

It was resolved to levy \$198,110.00 inclusive GST from the first settlement date being the 1 April 2023 based on the relative units of liability and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 2.

### **8.2.4. Levy Collection**

It was resolved that the fees as set out in the Levy Schedule shall be paid quarterly, in advance on 1 April, 1 July, 1 October, and 1 January except for the first period commencing on 1 April 2023 and ending 30 September 2023 (both dates inclusive) and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 2.

It was noted that fees raised will remain unpaid until the settlement of each lot and remitted to the Manager as soon as practicable upon completion of the settlement of the sale of each lot. The fees for any unsold lots will be paid.

### **8.2.5. Financial Year**

It was resolved that the financial year would be from the 1 April to 31 March annually.

### **8.2.6. Recovery of Debt**

It was resolved that the Owners Corporation may recover as a debt from the person or persons in default or breach the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any lot owner or occupier of a lot of any obligation under the Act, the Owners Corporations Regulations 2018 or the rules of the Owners Corporation. This includes commencing proceedings at the Victorian Civil and Administrative Tribunal ("**VCAT**") and/or other courts of competent jurisdiction and pursuant to this resolution to

appoint a lawyer to act on behalf of the Owners Corporation in relation to any such debt recovery action.

**8.2.7. Penalty Interest**

It was resolved that the Owners Corporation will charge interest on any amount payable by a lot owner to the Owners Corporation that is outstanding 28 days after the due date, in accordance with section 29 of the Act and the Penalty Interest Rates Act 1983, with the exception of charging interest on any amount payable for the initial 12 months from the date of the Inaugural General Meeting.

**8.2.8. Financial Statements**

It was raised that **Tier One** Owners Corporations, must in accordance with the Owners Corporation Act 2006 prepare annual financial statements for presentation at the general meeting of the owners corporation in accordance with the Australian Accounting Standards.

**8.2.9. Audit of the Financial Statements\***

It was further raised that a **Tier One** Owners Corporation must, in accordance Owners Corporation Act 2006, after the end of each financial year, cause its financial statements to be audited by—

(a) a registered company auditor; or

(b) a firm of registered company auditors;

or

(c) a person who is—

(i) a member of CPA Australia, the Institute of Public Accountants or Chartered Accountants Australia and New Zealand; and

(ii) authorised to conduct the audit by CPA Australia, the Institute of Public Accountants or Chartered Accountants Australia and New Zealand.

*\*Section 34 as substituted by the 2021 Act and sections 35 and 35A as substituted and inserted by the 2021 Act apply only in relation to a financial year commencing on or after the commencement day. Sections 34 and 35 as in force immediately before the commencement day, continue to apply in relation to a financial year that commenced before the commencement day.*

**8.3. Owners Corporation 3**

**8.3.1. Operating Levy**

It was noted that the annual Operating cost for Owners Corporation 3 Plan No. PS831067G is \$1,738.00 inclusive GST based on the relative units of liability.

**8.3.2. Maintenance Plan Levy**

It was noted that the Maintenance plan cost for Owners Corporation 3 Plan No. PS831067G will be determined at the next Annual General Meeting

**8.3.3. Levy Schedule**

It was resolved that the fees payable by lot owners shall be set out in Schedule 3 ("**Levy Schedule**") as attached hereto and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 3.



It was resolved to levy \$1,738.00 inclusive GST from the first settlement date being the 1 April 2023 based on the relative units of liability and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 3.

**8.3.4. Levy Collection**

It was resolved that the fees as set out in the Levy Schedule shall be paid quarterly, in advance on 1 April, 1 July, 1 October, and 1 January except for the first period commencing on 1 April 2023 and ending 30 September 2023 (both dates inclusive) and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 3.

It was noted that fees raised will remain unpaid until the settlement of each lot and remitted to the Manager as soon as practicable upon completion of the settlement of the sale of each lot. The fees for any unsold lots will be paid.

**8.3.5. Financial Year**

It was resolved that the financial year would be from the 1 April to 31 March annually.

**8.3.6. Recovery of Debt**

It was resolved that the Owners Corporation may recover as a debt from the person or persons in default or breach the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any lot owner or occupier of a lot of any obligation under the Act, the Owners Corporations Regulations 2018 or the rules of the Owners Corporation. This includes commencing proceedings at the Victorian Civil and Administrative Tribunal (“VCAT”) and/or other courts of competent jurisdiction and pursuant to this resolution to appoint a lawyer to act on behalf of the Owners Corporation in relation to any such debt recovery action.

**8.3.7. Penalty Interest**

It was resolved that the Owners Corporation will charge interest on any amount payable by a lot owner to the Owners Corporation that is outstanding 28 days after the due date, in accordance with section 29 of the Act and the Penalty Interest Rates Act 1983, with the exception of charging interest on any amount payable for the initial 12 months from the date of the Inaugural General Meeting.

**8.3.8. Financial Statements**

It was raised that **Tier Five** Owners Corporations, must in accordance with the Owners Corporation Act 2006 prepare annual financial statements for presentation at the general meeting of the owners corporation in accordance with the Australian Accounting Standards

**8.4. Owners Corporation 4**

**8.4.1. Operating Levy**

It was noted that the annual Operating cost for Owners Corporation 4 Plan No. PS831067G is \$5,445.00 inclusive GST based on the relative units of liability.

**8.4.2. Maintenance Plan Levy**

It was noted that the Maintenance plan cost for Owners Corporation 4 Plan No. PS831067G will be determined at the next Annual General Meeting.

#### **8.4.3. Levy Schedule**

It was resolved that the fees payable by lot owners shall be set out in Schedule 3 (“**Levy Schedule**”) as attached hereto and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 4.

It was resolved to levy \$5,445.00 inclusive GST from the first settlement date being the 1 April 2023 based on the relative units of liability and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 4.

#### **8.4.4. Levy Collection**

It was resolved that the fees as set out in the Levy Schedule shall be paid quarterly, in advance on 1 April, 1 July, 1 October, and 1 January except for the first period commencing on 1 April 2023 and ending 30 September 2023 (both dates inclusive) and be collected by Owners Corporation No. 1 on behalf of Owners Corporation No. 4.

It was noted that fees raised will remain unpaid until the settlement of each lot and remitted to the Manager as soon as practicable upon completion of the settlement of the sale of each lot. The fees for any unsold lots will be paid.

#### **8.4.5. Financial Year**

It was resolved that the financial year would be from the 1 April to 31 March annually.

#### **8.4.6. Recovery of Debt**

It was resolved that the Owners Corporation may recover as a debt from the person or persons in default or breach the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any lot owner or occupier of a lot of any obligation under the Act, the Owners Corporations Regulations 2018 or the rules of the Owners Corporation. This includes commencing proceedings at the Victorian Civil and Administrative Tribunal (“**VCAT**”) and/or other courts of competent jurisdiction and pursuant to this resolution to appoint a lawyer to act on behalf of the Owners Corporation in relation to any such debt recovery action.

#### **8.4.7. Penalty Interest**

It was resolved that the Owners Corporation will charge interest on any amount payable by a lot owner to the Owners Corporation that is outstanding 28 days after the due date, in accordance with section 29 of the Act and the Penalty Interest Rates Act 1983, with the exception of charging interest on any amount payable for the initial 12 months from the date of the Inaugural General Meeting.

#### **8.4.8. Financial Statements**

It was raised that **Tier Three** Owners Corporations, must in accordance with the Owners Corporation Act 2006 prepare annual financial statements for presentation at the general meeting of the owners corporation in accordance with the Australian Accounting Standards.

## 9. Maintenance Plan

A maintenance plan (previously known as a sinking fund) relates to:

- major capital items requiring repair replacement over the next 10 years;
- the present condition of those items;
- when the items or components will need to be repaired or replaced;
- the estimated cost of their repair and replacement; and
- the expected life of those items or components once repaired or replaced.

### 9.1. Owners Corporation 1 & 2

In accordance with the Owners Corporations Act 2006, **Tier One** Owners Corporations must prepare and approve a maintenance plan for the property for which it is responsible and must implement a Maintenance Plan levy.

It was therefore resolved that Owners Corporations 1 & 2 obtain a Maintenance Plan Report and table it at the next Annual General Meeting. The Cost of the Maintenance Plan preparation has been included within the first year's budget.

### 9.2. Owners Corporation 3 & 4

It was noted that Owners Corporations 3 & 4 are Tier Five & Three respectively, and therefore in accordance with Section 35(4) of the Act it is not a requirement to prepare a maintenance plan for the Owners Corporation.

Although Owners Corporations 3 & 4 are not required to prepare a maintenance plan, it was resolved to prepare a maintenance plan for Owners Corporation 3 & 4 and to form part of the Owners Corporation 1 & 2 Maintenance plan report as noted under item 9.1 above.

## 10. Contracts, Leases & Licences

It was resolved for the Owners Corporations to enter into the following contracts, leases and licences, as tabled;

### 10.1. Building Management Software

It was resolved for Owners Corporation 1 Plan No. PS831067G to enter into an agreement with BuildingLink International for the purposes of providing building management software for the Owners Corporation.

Building Management Software with BuildingLink International	
<b>Parties</b>	Owners Corporation 1 Plan No. PS831067G and BuildingLink International
<b>Purpose</b>	An agreement to provide building management software for the Owners Corporation.
<b>Initial Amount</b>	\$4,514.40 inclusive of GST
<b>Term</b>	Three (3) Years
<b>Expiry</b>	21 <sup>st</sup> February 2026

### 10.2. Centralised Energy Equipment (Electricity, Solar System & Hot Water)

It was resolved for Owners Corporation 1 Plan No. PS831067G to enter into a Master Services Agreement with WinConnect Pty Ltd for the purposes of WinConnect Pty Ltd to provide the centralised energy equipment to supply and operate the following:

- Supply Order – Metering Equipment for Embedded (Electrical) Network

- Supply Order – Solar System on Embedded Electrical Network
- Supply Order – Serviced Hot Water Natural Gas

It was resolved for the Owners Corporation 1 Plan No. PS826451K to execute the Assignment and Assumption Agreement for the Master Agreement with Origin Energy Electricity Limited noting that the Owners Corporations accepts all rights and benefits under the Master Agreement and all Supply Orders.

<b>Centralised Energy Equipment (Electricity, Solar System &amp; Hot Water)</b>	
<b>Parties</b>	Owners Corporation 1 Plan No. PS826451K and WinConnect Pty Ltd
<b>Purpose</b>	An agreement with WinConnect Pty Ltd for the purposes of WinConnect Pty Ltd to provide the centralised energy equipment to supply and operate the electrical network, solar system on embedded electrical network and hot water natural gas system.

It was noted and resolved by Special Resolution that the Owners Corporation Rules apply:

- 9.3 The Owners Corporation may share among the Proprietors or Occupiers in the Owners Corporation the common costs of supply, consumption and maintenance of any shared facility or services (including that for gas, power and/or water supply) required for heating or cooling the Lots, hot water or cooking within the Lots (except for the Retail Lot and/or the commercial Lot) or shared supply of lighting to:
- a Lot or Lots;
  - a Carpark Lot; or
  - a Storage Lot.
- 9.4 The OC and its Manager has the discretion to apportion such costs taking into account the benefit, whether wholly, substantially or nominally, to or usage by a Lot for the particular the period being apportioned or the OC Manager may charge a proportion of such service and supply charges relating to the relevant Lot calculated by the OC Manager on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly by the service.

### 10.3. Cleaning Agreement

It was resolved for Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G to enter into an agreement with City Group Clean Management for the purposes of providing common area cleaning services for the Owners Corporations.

<b>Cleaning Agreement with City Group Clean Management</b>	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and City Group Clean Management
<b>Purpose</b>	An agreement to provide cleaning services for the Owners Corporations.
<b>Initial Amount</b>	\$128,986.00 inclusive GST

### 10.4. Emergency Exit & Lighting Maintenance

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the emergency exit & lighting maintenance in accordance with the Occupancy Permit requirements on behalf of the Owners Corporations and will enter into an agreement accordingly.

**10.5. Essential Safety Measures Maintenance**

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the essential safety measures maintenance in accordance with the Occupancy Permit requirements on behalf of the Owners Corporations and will enter into an agreement accordingly.

**10.6. Building Management Agreement**

It was resolved for Owners Corporation 1, 2, 3 and 4 Plan No. PS831067G to enter into an agreement with Asset Building Management Pty Ltd for the purposes of providing building manager services for the Owners Corporation.

<b>Building Management with Asset Building Management</b>	
<b>Parties</b>	Owners Corporation 1, 2, 3 and 4 on Plan No. PS831067G and Asset Building Management.
<b>Purpose</b>	An agreement to provide building manager services for the Owners Corporation.
<b>Initial Amount</b>	\$264,000.00 inclusive GST
<b>Term</b>	Two (2) Years

**10.7. Fire Monitoring Agreement**

It was resolved for Owners Corporation 1 Plan No. PS831067G to enter into an agreement with Tyco Australia Group Pty Ltd trading as ADT Fire Monitoring for the purposes of providing fire monitoring services for the Owners Corporation.

<b>Fire Monitoring Agreement with ADT Fire Monitoring</b>	
<b>Parties</b>	Owners Corporation 1 Plan No. PS831067G and ADT Fire Monitoring
<b>Purpose</b>	An agreement to provide fire monitoring services for the Owners Corporation.
<b>Initial Amount</b>	\$1,919.50 inclusive of GST
<b>Term</b>	Three (3) Years

**10.8. Garage Door Maintenance**

It was resolved for Owners Corporation 4 Plan No. PS831067G to appoint Mirage Doors for the purposes of providing garage door maintenance services for the Owners Corporation.

<b>Garage Door Maintenance Agreement with Mirage Doors</b>	
<b>Parties</b>	Owners Corporation 4 Plan No. PS831067G and Mirage Doors
<b>Purpose</b>	An agreement to provide garage door maintenance services for the Owners Corporation.
<b>Initial Amount</b>	\$2,090 inclusive of GST
<b>Term</b>	No lock in contract

**10.9. Gardening Agreement**

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the purposes of providing common property gardening services for the Owners Corporations commencing from the end of the guaranteed maintenance period.

#### 10.10. Gymnasium Equipment Lease

It was resolved to novate and/or enter into a lease agreement with Life Fitness to hire gym equipment for Owners Corporation 2 Plan No. PS831067G and as outlined within the lease agreement.

Gym Equipment Lease with Life Fitness	
<b>Parties</b>	Owners Corporation 2 Plan No. PS831067G and Life Fitness
<b>Purpose</b>	An agreement to hire gym equipment services for the Owners Corporation as outlined within the lease agreement.
<b>Lease Amount</b>	\$1,909.80 inclusive GST per month
<b>Term</b>	Four (4) Years

#### 10.11. Hydraulic Services

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the hydraulic equipment maintenance in accordance with the Occupancy Permit requirements on behalf of the Owners Corporations and will enter into an agreement accordingly.

#### 10.12. Loan Agreement for Waste Tug

It was resolved to enter into a loan agreement with UAGWM for payment of Spacepac Industries Pty Ltd Tax Invoice 186818 for the purchase of a suitable towing device to transfer waste bins for collection for the amount of \$25,751 inclusive GST and that Owners Corporation 1 Plan of Subdivision PS831067G will repay the loan as outlined within the agreement.

Loan Agreement	
<b>Parties</b>	Owners Corporation 1 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	An loan agreement for the Owners Corporation to reimburse UAGWM for payment of Spacepac Industries Pty Ltd Tax Invoice 186818 for the purchase of a suitable towing device to transfer waste bins for collection.
<b>Loan Amount</b>	\$25,751 inclusive GST
<b>Term</b>	By 31 December 2023

#### 10.13. Loan Agreement for Common Area Furniture

It was resolved to enter into a loan agreement with UAGWM the purchase of furniture for the common property for the amount of \$82,500 inclusive GST and that Owners Corporation 1 Plan of Subdivision PS831067G will repay the loan as outlined within the agreement.

Loan Agreement	
<b>Parties</b>	Owners Corporation 1 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	An loan agreement for the Owners Corporation to reimburse UAGWM for furniture for the common property.
<b>Loan Amount</b>	\$165,000 inclusive GST over 24 months
<b>Term</b>	24 months

#### 10.14. Letting Deed

It was resolved to enter into a deed with UAG West Melbourne Pty Ltd for the use of the licensed area on Common Property 1, 2, 3 & 4 for all purposes relating to providing letting services in respect of a lot and as outlined within the deed.

Letting Deed	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	A deed for the purposes of using the licenced area on Common Property 1, 2, 3 & 4 for all purposes as outlined within the deed.
<b>Term</b>	Five (5) Years
<b>Fee</b>	\$1.00 per annum payable on demand

#### 10.15. Lift Maintenance

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the lift maintenance in accordance with the Occupancy Permit requirements on behalf of the Owners Corporations and will enter into an agreement accordingly from the end of the guaranteed maintenance period.

#### 10.16. Lift Sim Monitoring

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for lift sim monitoring on behalf of the Owners Corporations and will enter into an agreement accordingly from the end of the guaranteed maintenance period.

#### 10.17. Owners Corporation Management Agreement

As UAG West Melbourne Pty Ltd is the initial owner representing the owners Corporations, the appointment of a Manager as referred to in these minutes was considered as being appropriate to ensure the provision of effective and efficient services to the Owners Corporations.

Accordingly, it was resolved that Melbourne Owners Corporation Services Pty Ltd of G01/12 Cato Street, Hawthorn East be appointed as Manager for the Owners Corporation for a term of Three (3) years noting the initial cost is \$52,360.00 inclusive GST.

It was further resolved to formalise the appointment of the Manager by the Owners Corporation executing a contract of appointment.

Owners Corporation Management Agreement with Melbourne Owners Corporation Services	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and Melbourne Owners Corporation Services Pty Ltd
<b>Purpose</b>	An agreement to provide Owners Corporation Management services for the Owners Corporations.
<b>Initial Amount</b>	\$52,360.00 inclusive of GST
<b>Term</b>	Three (3) Years

#### 10.17.1. Disclosures

**(a) Relationship with the Manager of the Owners Corporation**

It was noted that United Asia Group & UAGWM conducted an Owners Corporation Management tender and based on this, Melbourne Owners Corporation Services Pty Ltd was awarded with the Owners Corporation Management appointment.

Apart from the above, neither United Asia Group nor UAGWM has any other relationship with Melbourne Owners Corporation Services Pty Ltd.

**(b) Immediate or future financial transactions that will or may arise out of the relationship with the Manager**

It was noted that United Asia Group acting as the Developer & UAGWM confirmed that no immediate or future transactions may or will arise out of this relationship.

**(c) Benefits the Developer will get as a result of that relationship**

It was noted that United Asia Group acting as the Developer & UAGWM will receive the benefit of professional management of the property by the Owners Corporation manager for their development known as "Flagstaff Hill Residences". As noted in item 10.8.1 (b) above, the Developer and UAGWM will not receive any financial benefits from the appointment of Melbourne Owners Corporation Services Pty Ltd as the Owners Corporation Manager.

**(d) Disclosure of Beneficial Relationships with Suppliers**

Members present were advised of the beneficial relationship between Melbourne Owners Corporation Services Pty Ltd and the suppliers being Leon's Property Maintenance & Care Pty Ltd and Asset Building Management Pty Ltd, where both are owned by the same sole director. Melbourne Owners Corporation Services Pty Ltd does not benefit directly from the suppliers, however there is a personal relationship (marriage) between the Directors of the two companies.

#### 10.17.2. Owners Corporation Certificates

It was resolved to authorise the Manager to issue Owners Corporation Certificates on behalf of the Owners Corporation.

#### 10.17.3. Further authority of Manager

It was resolved to authorise the Manager to:

- (a) collect the fees for the Owners Corporation, to operate a bank account for or on behalf of the Owners Corporation and open a cheque account in the name of the Owners Corporation;
- (b) prepare and submit any required tax return on behalf of the Owners Corporation;
- (c) apply for an Australian Business Number for the Owners Corporation (to the extent that one has not already been applied for and obtained);
- (d) register for goods and services tax purposes (to the extent that the Owners Corporation has not already been registered and if required); and
- (e) prepare and submit any required business activity statements on behalf of the Owners Corporation (if required).



#### 10.18. Mechanical Services

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the mechanical services maintenance in accordance with the Occupancy Permit requirements on behalf of the Owners Corporations and will enter into an agreement accordingly.

#### 10.19. Retail Lot Licence with Lot T1

It was resolved to enter into a Retail Lot Licence with the Owner of Lots T1 to:

- grant an exclusive licence to undertake works required to and install Permitted Improvements in on over the Licensed Area; and
- grant a non-exclusive licence to pass over the Common Property with or without vehicles and machinery;

and as outlined within the Licence.

Retail Lot Licence with Lot T1	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and UAG West Melbourne Pty Ltd and/or Justin Salvalaggio
<b>Purpose</b>	A licence for the purposes of the Owners Corporation to: <ul style="list-style-type: none"> <li>- grant an exclusive licence to undertake works required to and install Permitted Improvements in on over the Licensed Area; and</li> <li>- grant a non-exclusive licence to pass over the Common Property with our without vehicles and machinery;</li> </ul>
<b>Term</b>	99 Years
<b>Fee</b>	\$1.00 per year, payable by yearly instalments commencing on the Commencement date.

#### 10.20. Retail Lot Licence with Lot T2

It was resolved to enter into a Retail Lot Licence with the Owner of Lots T2 to:

- grant an exclusive licence to undertake works required to and install Permitted Improvements in on over the Licensed Area; and
- grant a non-exclusive licence to pass over the Common Property with or without vehicles and machinery;

and as outlined within the Licence.

Retail Lot Licence with Lot T2	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	A licence for the purposes of the Owners Corporation to: <ul style="list-style-type: none"> <li>- grant an exclusive licence to undertake works required to and install Permitted Improvements in on over the Licensed Area; and</li> <li>- grant a non-exclusive licence to pass over the Common Property with our without vehicles and machinery;</li> </ul>
<b>Term</b>	99 Years
<b>Fee</b>	\$1.00 per year, payable by yearly instalments commencing on the Commencement date.

#### 10.21. Rooftop Common Property Licence with Lot 2401

It was resolved to enter into a Rooftop Common Property Licence with the Owner of Lot 2401 for the purposes of the Owners Corporation may requiring access to the Lot 2401 to access the rooftop of the Building (Common Property) for maintenance and repairs that may be required for the building and as outlined within the Licence.

Rooftop Common Property Licence with Lot 2401	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	A licence for the purposes of the Owners Corporation may requiring access to the Lot 2401 to access the rooftop of the Building (Common Property) for maintenance and repairs that may be required for the building and as outlined within the Licence.
<b>Term</b>	99 Years
<b>Fee</b>	\$1.00 per year, payable by yearly instalments commencing on the Commencement date.

#### 10.22. Rooftop Common Property Licence with Lot 2501

It was resolved to enter into a Rooftop Common Property Licence with the Owner of Lot 2501 for the purposes of the Owners Corporation may requiring access to the Lot 2501 to access the rooftop of the Building (Common Property) for maintenance and repairs that may be required for the building and as outlined within the Licence.

Rooftop Common Property Licence with Lot 2501	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	A licence for the purposes of the Owners Corporation may requiring access to the Lot 2501 to access the rooftop of the Building (Common Property) for maintenance and repairs that may be required for the building and as outlined within the Licence.
<b>Term</b>	99 Years
<b>Fee</b>	\$1.00 per year, payable by yearly instalments commencing on the Commencement date.

#### 10.23. Sanitary Collection

It was resolved for Owners Corporation 1 & 2 Plan No. PS831067G to enter into an agreement with Impact Hygiene for the purposes of providing sanitary collection services for the Owners Corporations.

Sanitary Collection Agreement with Impact Hygiene	
<b>Parties</b>	Owners Corporation 1 & 2 Plan No. PS831067G and Impact Hygiene
<b>Purpose</b>	An agreement to provide sanitary collection services for the Owners Corporations.
<b>Initial Amount</b>	\$753.50 inclusive of GST
<b>Term</b>	One (1) Year

#### 10.24. Scenting Agreement

It was resolved for Owners Corporation 1 & 2 Plan No. PS831067G to enter into an agreement with Air Aroma Australia Pty Ltd for the purposes of providing equipment and fragrances for the Owners Corporations.

Scenting Agreement with Air Aroma Australia Pty Ltd	
<b>Parties</b>	Owners Corporation 1 & 2 Plan No. PS831067G and Air Aroma Australia Pty Ltd
<b>Purpose</b>	An agreement for the purposes of providing <i>equipment and fragrances</i> for the Owners Corporations.
<b>Initial Amount</b>	\$425.70 inclusive of GST per month
<b>Term</b>	Three (3) Years
<b>Expiry</b>	16/03/2026

#### 10.25. Signage Licence

It was resolved to enter into a Signage Licence with UAG West Melbourne Pty Ltd for the purposes of an exclusive licence to erect signs on, and affix signs to the licensed area and to replace those signs from time to time and a non exclusive licence to pass over the Common Property with or without vehicles and machinery as necessary and as outlined within the licence.

Signage Licence	
<b>Parties</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G and UAG West Melbourne Pty Ltd
<b>Purpose</b>	A licence for the purposes of an exclusive licence to erect signs on, and affix signs to the licensed area and to replace those signs from time to time and a non exclusive licence to pass over the Common Property with or without vehicles and machinery as necessary and as outlined within the licence.
<b>Term</b>	99 Years
<b>Fee</b>	\$500 per year, payable by yearly instalments commencing on the Commencement date.

#### 10.26. Substation Lease

It was resolved for Owners Corporation 1 Plan No. PS831067G to novate and/or enter into a lease agreement with CitiPower Pty Ltd to use part of Common Property 1 for the operation of an electrical substation.

It was noted that the lease remains with the land therefore the Owners Corporation will be responsible for the land owners' obligations as outlined within the lease documentation.

Electrical Substation Lease with CitiPower Pty Ltd	
<b>Parties</b>	Owners Corporation 1 Plan No. PS831067G and CitiPower Pty Ltd
<b>Purpose</b>	An agreement whereby the Owners Corporation authorises land to be used for an electrical substation and for other purposes incidental to the receiving, distributing, transforming, and supplying of electricity.
<b>Fee</b>	\$0.01c inclusive of GST
<b>Term</b>	Thirty (30) Years

**10.27. Telecommunications Agreement (Fibre Optic Cable Network)**

It was noted that a Telecommunications Agreement was entered into between UAG West Melbourne Pty Ltd (“**Developer**”) and Opticomm for the purposes of Opticomm to design, install and operate a high speed broadband fibre optic cable network within the Development Site.

The Owners Corporation/s acknowledges and agrees that the Developer has appointed Opticomm as the sole and exclusive supplier of telecommunications network infrastructure and wholesale carriage of services in the Development.

The Owners Corporation/s acknowledges that Opticomm may need access to the Development at any time for the purposes of Opticomm network.

The Owners Corporation/s consents to Opticomm activities, access and tenure as set out in the agreement and resolves to enter into any document required by and in favour of Opticomm confirming the same (if required).

It was further noted that a copy of the Telecommunications Agreement dated 25 February 2021 has been provided to the Manager.

Telecommunications Agreement with Opticomm	
<b>Parties</b>	Owners Corporation 1, 2, 3, and 4 Plan No. PS831067G and Opticomm
<b>Purpose</b>	An agreement to design, install and operate a high speed broadband fibre optic cable network within the Development Site and the owners Corporation/s and Opticomm will meet obligations in accordance with Opticomm guidelines and Telecommunications Act.

**10.28. Waste Chute Maintenance**

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the purposes of providing waste chute maintenance services for the Owners Corporation.

**10.29. Window Cleaning**

It was noted that the Building Manager and/or Owners Corporation Manager will obtain quotations for the purposes of providing window cleaning services for the Owners Corporation.

**10.30. Car Park Licence between UAG West Melbourne & Enliven Property Pty Ltd**

It was resolved that the Owners Corporation No. 1, 2, 3, and 4 consents to car park licence entered between UAG West Melbourne Pty Ltd (ACN 615 784 006) as trustee for the UAG West Melbourne Trust ABN 47 190 462 879 and Enliven Property Pty Ltd ABN 645 418 91.

## **10.31. Utilities**

### **10.31.1. Common Electricity Account**

It was noted that Owners Corporation 1 Plan No. PS831067G will set up an account and/or enter into an agreement with WINconnect for supply of the common electricity for the property & will pay all and any invoices relating to the supply of common property electricity from the first settlement date.

### **10.31.2. Common Hot Water Account**

It was noted that Owners Corporation 1 Plan No. PS831067G will set up an account and/or enter into an agreement with WINconnect for supply of the common gas for the property & will pay all and any invoices relating to the supply of common property gas from the first settlement date.

### **10.31.3. Common Telephone Services**

It was noted that Owners Corporation 2 Plan No. PS831067G will set up an account and/or enter into an agreement with a telecommunications provider for the purposes of providing a telephone service for common areas & will pay all and any invoices relating to the common telephone service(s) from commencement of the service.

### **10.31.4. Common Water Account**

It was noted that Owners Corporation 1 Plan No. PS831067G will set up an account and/or enter into an agreement with the water authority for supply of the common water for the property & will pay all and any invoices relating to the supply of common property water from the first settlement date.

And the Owners Corporation resolved that if UAGWM requires any amendments to any document referred to above which do not materially or substantially change the general nature of the documents, the Manager is authorized to sign such amended document on behalf of the Owners Corporation as directed by UAGWM.

And the Owners Corporation resolved that the Manager shall execute any further document, lease, licence, deed or agreement on behalf of the Owners Corporation if directed to do so by UAGWM if UAGWM determines that such document, lease, licence, deed or agreement is necessary for the better operation of the Owners Corporation or to better manage the Common Property for the benefit of the members or for the purpose set out in any of the documents tabled

## 11. Insurance

### 11.1. Policy

It was noted that the following insurance has been taken out by the Owners Corporations.

Insurance Policy Details	
<b>Insurer:</b>	CHU Underwriting Agencies Pty Ltd
<b>Policy Number:</b>	HU0006101945
<b>Building Valuation:</b>	\$80,000,000
<b>Loss of Rent:</b>	\$12,000,000
<b>Contents:</b>	\$800,000
<b>Public/Legal Liability:</b>	\$50,000,000
<b>Office Bearers:</b>	\$1,000,000
<b>Excess:</b>	\$1,000
<b>Renewal Date:</b>	08/03/2024
<b>Cover:</b>	All Lots and Common Property on Plan No. PS831067G at 45-55 Dudley Street, West Melbourne 3003

#### 11.1.1. 1<sup>st</sup> Year Insurance Premium – Settlement Adjustment

It was resolved that UAGWM will pay the insurance premium for the Owners Corporation in the sum of \$57,407,17 based upon the terms offered by the Insurance Agent and recover from initial purchasers at settlement based upon their relative units of lot liability.

#### 11.1.2. Certificate of Currency

To obtain a certificate of currency, please contact Archer Insurance Corp on 8560 1555 and/or via [info@archerinsurance.com.au](mailto:info@archerinsurance.com.au)

#### 11.1.3. Notes

As the Owners Corporation insurance policy does not cover fittings (including carpets, light fittings and window furnishings), contents and public liability for individual lots, it is strongly suggested that each owner seeks advice on insurance to cover issues that may arise in their lot.

For claims on the Owners Corporation insurance policy the excess is always payable by the claimant.

### 11.2. Valuation

It is noted that for section 65(1) of the Owners Corporations Act 2006 an owners corporation must obtain a valuation of all buildings that it is liable to insure.

It was resolved to obtain quotations to undertake an insurance valuation and present to the Committee of Management before the annual renewal of the insurance premium.

## 12. Election

### 12.1. Election of Chairperson/Committee of Management

It was resolved to appoint Nicole Chow as the interim Chairperson of the Owners Corporation.

It was resolved to appoint the following on behalf of all lots as the interim Owners Corporation Committee of Management:

Nicole Chow  
Tony Battersby  
Irvin Liang

It was resolved to appoint a Committee of Management and Grievance Committee made up of purchasers as soon as practicable.

**12.2. Election of Secretary**

It was resolved to appoint Melbourne Owners Corporation Services Pty Ltd as the Secretary of the Owners Corporation until its appointment is revoked in writing.

**12.3. Election of Public Officer**

It was resolved to appoint Melbourne Owners Corporation Services Pty Ltd as the Public Officer (as per the requirements of the Australian Taxation Office) of the Owners Corporation until its appointment is revoked in writing.

**13. Signage**

In accordance with Regulation 22(4) of the Owners Corporation Regulations 2018, it was resolved that a sign be erected and/or affixed to the property, as directed by the Owners Corporation, visible to Owners Corporation members and the public.

**14. Close of Meeting**

As there was no further business, the meeting closed at 12:00 PM.

## SCHEDULE 1 OWNERS CORPORATION REGISTER

**Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G**  
 45-55 Dudley Street, West Melbourne 3003

### 1. Owners Corporation Plan Number and Address / ABN & GST Requirements

<b>Plan Number</b>	Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G
<b>Address</b>	45-55 Dudley Street, West Melbourne 3003
<b>Entity Name</b>	OCPS 831067G
<b>ABN Number</b>	83 682 974 600
<b>ABN Status</b>	Registered from 11/01/2023
<b>Entity Type</b>	Strata -Title
<b>GST</b>	Registered from 11/01/2023

### 2. Name and address of each lot owner

<b>Registered Name</b>	UAG West Melbourne Pty Ltd
<b>Lot Number</b>	All Lots
<b>Address</b>	C/- 881A High Street, Armadale 3143

### 3. Manager's details

<b>Name of Manager</b>	Melbourne Owners Corporation Services Pty Ltd
<b>Registration Number</b>	778
<b>Office Address</b>	G01/12 Cato Street, Hawthorn East VIC 3123
<b>Mailing Address</b>	PO BOX 2228 Hawthorn VIC 3122
<b>Telephone</b>	03 9818 2488
<b>Email</b>	info@mocs.com.au

### 4. Total lot liability and total lot entitlement

OWNERS CORPORATION 1	
<b>Total lot liability</b>	12750
<b>Total lot entitlement</b>	12750
OWNERS CORPORATION 2	
<b>Total lot liability</b>	12553
<b>Total lot entitlement</b>	12553
OWNERS CORPORATION 3	
<b>Total lot liability</b>	164
<b>Total lot entitlement</b>	164
OWNERS CORPORATION 4	
<b>Total lot liability</b>	460
<b>Total lot entitlement</b>	460



**5. Lot liability and lot entitlements for each lot affected by the Owners Corporation**

Refer registered plan of subdivision.

**6. The basis for the setting of lot liability and lot liability**

As noted on the registered plan of subdivision.

**7. Date of amendment to the Owners Corporation rules and the date of the recording of the consolidated rules in the Register kept under the Transfer of Land Act 1958**

To be advised.

**8. Details of any notices or orders served on the Owners Corporation by a court or tribunal or under an Act.**

Nil.

**9. Details of contracts, leases, licences entered into by the Owners Corporation**

- Building Management Software with BuildingLink International
- Centralised Energy Equipment (Electricity, Solar System & Hot Water) with Winconnect Pty Ltd
- Cleaning Agreement with City Group Clean Management
- Facilities Management and Licence Agreement with Asset Building Management
- Fire Monitoring Agreement with ADT Fire Monitoring
- Gymnasium Equipment Lease with Life Fitness
- Owners Corporation Management Agreement with Melbourne Owners Corporation Services Pty Ltd
- Sanitary Collection with Impact Hygiene
- Scenting Agreement with Air Aroma Australia Pty Ltd
- Substation Lease with CitiPower Pty Ltd
- Telecommunications Agreement (Fibre Optic Cable Network) with Opticomm

**10. Details of the insurance policies taken out by the Owners Corporation**

Insurance Policy Details	
<b>Insurer:</b>	CHU Underwriting Agencies Pty Ltd
<b>Policy Number:</b>	HU0006101945
<b>Building Valuation:</b>	\$80,000,000
<b>Loss of Rent:</b>	\$12,000,000
<b>Contents:</b>	\$800,000
<b>Public/Legal Liability:</b>	\$50,000,000
<b>Office Bearers:</b>	\$1,000,000
<b>Excess:</b>	\$1,000
<b>Renewal Date:</b>	08/03/2024
<b>Cover:</b>	All Lots and Common Property on Plan No. PS831067G at 45-55 Dudley Street, West Melbourne 3003

**SCHEDULE 2**  
**ANNUAL BUDGET**

**Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G**  
45-55 Dudley Street, West Melbourne 3003

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## Proposed Budget to apply from 01/04/2023

Owners Corporation 1, 2, 3 & 4 PS831067G

Flagstaff Hill, 45 Dudley Street, West Melbourne VIC  
3003

### Administrative Fund

Proposed  
budget

Revenue

Levies Due--Admin	593,920.00
Levy Contribution - Owners Corporation 2	180,100.00
Levy Contribution - Owners Corporation 3	1,580.00
Levy Contribution - Owners Corporation 4	4,950.00
<b>Total revenue</b>	<b>780,550.00</b>

Less expenses

Admin--Accounting--Audit Services	1,900.00
Admin--Accounting--BAS	800.00
Admin--Agent Disbursements	8,500.00
Admin--Consultant--Maintenance Plan	2,750.00
Admin--Levy Contribution OC2	180,100.00
Admin--Levy Contribution OC3	1,580.00
Admin--Levy Contribution OC4	4,950.00
Admin--Management Fee--Additional Services	1,500.00
Admin--Management Fees--Standard	47,600.00
Admin--OC Set Up Cost	1,000.00
Admin--Subscriptions (APPS)	4,104.00
Admin--Sundry Expenses (Building Manager)	1,000.00
Admin--Web Hosting	650.00
Bldg Manager--Building Management	240,000.00
Bldg Manager--Telephone & Internet	3,200.00
ESM--Anchor Point/Fall Arrest System	4,612.00
ESM--Essential Safety Measures Inspections	9,200.00
ESM--Fire Indicator Panel Monitoring	1,745.00
ESM--Mechanical Ventilation Agreement (CP)	5,000.00
Insurance--Premiums	52,200.00
Maint Bldg--Cleaning--Car Park Cleaning	3,500.00
Maint Bldg--Cleaning--Contracts	11,726.00
Maint Bldg--Cleaning--Materials/Consumables	1,800.00
Maint Bldg--Cleaning--Sanitary Services	228.00
Maint Bldg--Cleaning--Scenting/Deodorising	4,645.00
Maint Bldg--Cleaning--Windows/Glass	19,600.00
Maint Bldg--Equipment Purchases	23,910.00
Maint Bldg--Furniture & Fittings	75,000.00
Maint Bldg--General Repairs/Expenses	2,000.00
Maint Bldg--Office Fit Out	7,000.00

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Maint Bldg--Pump Maintenance	8,000.00
Maint Bldg--Water Feature	750.00
Maint Grounds--Lawns & Gardening	5,000.00
Utility--Electricity	40,000.00
Utility--Water & Sewerage	5,000.00
Total expenses	<u>780,550.00</u>
Surplus/Deficit	<u>0.00</u>
Opening balance	0.00
Closing balance	<u><u>\$0.00</u></u>
Total units of entitlement	12750
Levy contribution per unit entitlement	\$51.24
Budgeted standard levy revenue	593,920.00
Add GST	59,392.00
Amount to raise in levies including GST	<u>\$653,312.00</u>

## Proposed Budget to apply from 01/04/2023

Owners Corporation 2 on PS831067G -  
Residential

Flagstaff Hill, 45 Dudley Street, West Melbourne VIC  
3003

### Administrative Fund

Proposed  
budget

Revenue

Levy Contribution - Owners Corporation 2	180,100.00
<b>Total revenue</b>	<b>180,100.00</b>

Less expenses

Admin--Accounting--Audit Services	1,400.00
Admin--Accounting--BAS	800.00
Admin--Lease--Gym Equipment	20,832.00
Maint Bldg--Chute Services	2,160.00
Maint Bldg--Cleaning--Chute	1,610.00
Maint Bldg--Cleaning--Contracts	102,020.00
Maint Bldg--Cleaning--Rubbish Bins	1,450.00
Maint Bldg--Cleaning--Sanitary Services	458.00
Maint Bldg--General Repairs/Expenses	1,000.00
Maint Bldg--Lift--Maintenance Contract	19,900.00
Maint Bldg--Sauna	800.00
Maint Bldg--Security Patrols	10,840.00
Maint Bldg--Water Feature	750.00
Maint Grounds--Lawns & Gardening	15,000.00
Utility--Telephone--Lift	1,080.00
<b>Total expenses</b>	<b>180,100.00</b>

Surplus/Deficit	0.00
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Opening balance	0.00
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Closing balance	\$0.00
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Total units of entitlement	12553
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Levy contribution per unit entitlement	\$0.00
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Budgeted standard levy revenue	0.00
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Add GST	0.00
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Amount to raise in levies including GST	\$0.00
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## Proposed Budget to apply from 01/04/2023

Owners Corporation 3 on PS831067G - Retail

Flagstaff Hill, 45 Dudley Street, West Melbourne VIC  
3003

### Administrative Fund

Proposed  
budget

Revenue

Levy Contribution - Owners Corporation 3	1,580.00
<b>Total revenue</b>	<b>1,580.00</b>

Less expenses

Admin--Accounting--BAS	200.00
Maint Bldg--Cleaning--Contracts	1,180.00
Maint Bldg--General Repairs/Expenses	200.00
<b>Total expenses</b>	<b>1,580.00</b>

Surplus/Deficit	0.00
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Opening balance	0.00
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Closing balance	\$0.00
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Total units of entitlement	164
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Levy contribution per unit entitlement	\$0.00
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Budgeted standard levy revenue	0.00
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Add GST	0.00
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Amount to raise in levies including GST	\$0.00
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## Proposed Budget to apply from 01/04/2023

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Owners Corporation 4 on PS831067G - Car Park      Flagstaff Hill, 45 Dudley Street, West Melbourne VIC 3003

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### Administrative Fund

Proposed  
budget

#### Revenue

Levy Contribution - Owners Corporation 4	4,950.00
<b>Total revenue</b>	<b>4,950.00</b>

#### Less expenses

Admin--Accounting--BAS	200.00
Maint Bldg--Cleaning--Contracts	2,350.00
Maint Bldg--Garage Doors	1,900.00
Maint Bldg--General Repairs/Expenses	500.00
<b>Total expenses</b>	<b>4,950.00</b>

Surplus/Deficit	0.00
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Opening balance	0.00
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Closing balance	<b>\$0.00</b>
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Total units of entitlement	460
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Levy contribution per unit entitlement	\$0.00
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Budgeted standard levy revenue	0.00
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Add GST	0.00
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<b>Amount to raise in levies including GST</b>	<b>\$0.00</b>
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**SCHEDULE 3**  
**LEVY SCHEDULE**

**Owners Corporation 1, 2, 3 & 4 Plan No. PS831067G**  
45-55 Dudley Street, West Melbourne 3003

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Levy Schedule - Flagstaff Hill PS831067G

Including GST				OC1 (Unlimited)				OC2 (Residential)				OC3 (Retail)				OC4 (Car Park)		Combined
Lot No.	Bi-annual Levy Due 01/04/23	Quarterly Levy Due 01/10/23	Quarterly Levy Due 01/01/24	Annual Levy Total	Bi-annual Levy Due 01/04/23	Quarterly Levy Due 01/10/23	Quarterly Levy Due 01/01/24	Annual Levy Total	Bi-annual Levy Due 01/04/23	Quarterly Levy Due 01/10/23	Quarterly Levy Due 01/01/24	Annual Levy Total	Bi-annual Levy Due 01/04/23	Quarterly Levy Due 01/10/23	Quarterly Levy Due 01/01/24	Annual Levy Total	Grand Total All Ocs	
T1	2,869.45	1,434.72	1,434.72	5,738.89	-	-	-	-	593.46	296.73	296.73	1,186.92	59.18	29.59	29.59	118.36	7,044.17	
T2	1,332.24	666.12	666.12	2,664.48	-	-	-	-	275.54	137.77	137.77	551.08	-	-	-	-	3,215.56	
201	1,562.82	781.41	781.41	3,125.64	481.35	240.67	240.67	962.69	-	-	-	-	-	-	-	-	4,088.33	
202	1,870.27	935.13	935.13	3,740.53	576.04	288.02	288.02	1,152.08	-	-	-	-	-	-	-	-	4,892.61	
203	2,254.57	1,127.28	1,127.28	4,509.13	694.40	347.20	347.20	1,388.80	-	-	-	-	-	-	-	-	5,897.93	
204	1,690.93	845.46	845.46	3,381.85	520.80	260.40	260.40	1,041.60	-	-	-	-	-	-	-	-	4,423.45	
205	2,049.61	1,024.80	1,024.80	4,099.21	631.28	315.64	315.64	1,262.56	-	-	-	-	-	-	-	-	5,361.77	
206	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
207	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
208	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	59.18	29.59	29.59	118.36	4,072.65	
209	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
210	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44	
211	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44	
212	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
213	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
301	1,562.82	781.41	781.41	3,125.64	481.35	240.67	240.67	962.69	-	-	-	-	-	-	-	-	4,088.33	
302	1,895.89	947.94	947.94	3,791.77	583.93	291.96	291.96	1,167.85	-	-	-	-	-	-	-	-	4,959.62	
303	2,100.85	1,050.42	1,050.42	4,201.69	647.06	323.53	323.53	1,294.12	-	-	-	-	-	-	-	-	5,495.81	
304	1,690.93	845.46	845.46	3,381.85	520.80	260.40	260.40	1,041.60	-	-	-	-	-	-	-	-	4,423.45	
305	2,049.61	1,024.80	1,024.80	4,099.21	631.28	315.64	315.64	1,262.56	-	-	-	-	-	-	-	-	5,361.77	
306	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
307	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
308	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
309	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
310	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44	
311	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44	
312	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
313	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
401	2,920.69	1,460.34	1,460.34	5,841.37	899.57	449.78	449.78	1,799.13	-	-	-	-	-	-	-	-	7,640.50	
402	1,690.93	845.46	845.46	3,381.85	520.80	260.40	260.40	1,041.60	-	-	-	-	-	-	-	-	4,423.45	
403	1,972.75	986.37	986.37	3,945.49	607.60	303.80	303.80	1,215.20	-	-	-	-	-	-	-	-	5,160.69	
404	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
405	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
406	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
407	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
408	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44	
409	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44	
410	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
411	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
501	2,920.69	1,460.34	1,460.34	5,841.37	899.57	449.78	449.78	1,799.13	-	-	-	-	-	-	-	-	7,640.50	
502	1,690.93	845.46	845.46	3,381.85	520.80	260.40	260.40	1,041.60	-	-	-	-	-	-	-	-	4,423.45	
503	1,972.75	986.37	986.37	3,945.49	607.60	303.80	303.80	1,215.20	-	-	-	-	-	-	-	-	5,160.69	
504	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
505	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
506	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
507	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
508	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44	
509	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44	
510	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
511	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
601	2,920.69	1,460.34	1,460.34	5,841.37	899.57	449.78	449.78	1,799.13	-	-	-	-	-	-	-	-	7,640.50	
602	1,690.93	845.46	845.46	3,381.85	520.80	260.40	260.40	1,041.60	-	-	-	-	-	-	-	-	4,423.45	
603	1,972.75	986.37	986.37	3,945.49	607.60	303.80	303.80	1,215.20	-	-	-	-	-	-	-	-	5,160.69	
604	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
605	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
606	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
607	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
608	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44	
609	1,665.31	832.65	832.65	3,330.61	512.91	256.46	256.46	1,025.83	-	-	-	-	-	-	-	-	4,356.44	
610	1,511.58	755.79	755.79	3,023.16	465.57	232.78	232.78	931.13	-	-	-	-	-	-	-	-	3,954.29	
611	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
701	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
702	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
703	2,741.35	1,370.67	1,370.67	5,482.69	844.33	422.17	422.17	1,688.67	-	-	-	-	-	-	-	-	7,171.36	
704	2,690.11	1,345.05	1,345.05	5,380.21	828.55	414.27	414.27	1,657.09	-	-	-	-	-	-	-	-	7,037.30	
705	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
706	2,408.29	1,204.14	1,204.14	4,816.57	741.75	370.87	370.87	1,483.49	-	-	-	-	59.18	29.59	29.59	118.36	6,418.42	
801	1,614.06	807.03	807.03	3,228.12	497.13	248.56	248.56	994.25	-	-	-	-	-	-	-	-	4,222.37	
802	2,280.19	1,140.09	1,140.09	4,560.37	702.29	351.15	351.15	1,404.59	-	-	-	-	-	-	-	-	5,964.96	
803	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
804	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
805	1,921.51	960.75	960.75	3,843.01	591.82	295.91	295.91	1,183.64	-	-	-	-	-	-	-	-	5,026.65	
806	1,870.27	935.13	935.13	3,740.53	576.04	288.02	288.02	1,152.08	-	-	-	-	-	-	-	-	4,892.61	
807	1,485.96	742.98	742.98	2,971.92	457.67	228.84	228.84	915.35	-	-	-	-	-	-	-	-	3,887.27	
901	1,972.75	986.37	986.37															





**FLAGSTAFF HILL**  
RESIDENCES

## **PS 831067G – FLAGSTAFF HILL**

45 Dudley Street, West Melbourne

# **Owners Corporation 1, 2, 3 and 4 Special Rules**

### Definition of Owners Corporations (OC's):

OC 1 – Unlimited

OC 2 – Includes Only Residences

OC 3 – Retail

OC 4 – Carpark



## Contents

1.	Preface .....	4
2.	Definitions and interpretations .....	4
3.	Compliance with Rules and Rules of Use .....	6
4.	Access to Lots .....	7
5.	Compliance with Laws .....	7
6.	Notification .....	7
7.	Right of Way .....	7
8.	Owners Corporation Fees .....	7
9.	Support and provision of Services .....	8
10.	Behaviour by Proprietors and Occupiers .....	8
11.	Air Conditioning and Heating .....	10
12.	Plants .....	10
13.	Leasing or Licensing a Lot / No serviced apartment .....	11
14.	Cleaning of Building .....	12
15.	Cleaning of a Lot (including windows) .....	12
16.	Damage to Common Property .....	12
17.	Use of Carpark Lot .....	13
18.	Move Ins/outs (including furniture or goods) .....	15
19.	Interference with Common Property .....	16
20.	Security of Common Property .....	16
21.	Notification of damage to Common Property .....	17
22.	Compensation to Owners Corporation .....	17
23.	Restricted use of Common Property .....	17
24.	Security Access Key .....	17
25.	Garbage .....	17
26.	Storage of flammable liquids .....	18
27.	Pets and animals .....	18
28.	Consent of Owners Corporation .....	19
29.	Complaints and applications .....	19
30.	Infectious diseases .....	19
31.	Storage of bicycles .....	20
32.	Insurance premiums .....	20
33.	Fire control .....	20
34.	Signs, Blinds, Umbrellas and awnings .....	21
35.	Window tinting .....	21

36.	No painting, finishing, etc of external façade or Common Property .....	22
37.	Appearance of a Lot.....	22
38.	Mail .....	23
39.	Compliance with rules by invitees.....	23
40.	Building works .....	23
41.	Compliance with laws .....	25
42.	Conduct of meeting .....	25
43.	Recovery of Owners Corporation contribution fees/legal costs .....	25
44.	Penalty interest .....	25
45.	Use of appurtenances/apparatus .....	26
46.	No trade or business.....	26
47.	Private barbeques.....	26
48.	Signage licence .....	26
49.	Wind.....	26
50.	Sauna and Change Rooms.....	27
51.	Gymnasium.....	27
52.	Breach of these Rules .....	28
53.	Health, Safety and Security.....	29
54.	Selling or Leasing Activities .....	29
55.	Special Rights .....	29
56.	Dispute Resolution .....	30
57.	Special Rules for the Retail Lots and Commercial Lots .....	31
58.	Common Facilities/Common Area .....	33
59.	Letting Managers.....	33
60.	Facilities Manager .....	34
61.	Licence Agreements.....	34
62.	SDA Apartments .....	34

## 1. Preface

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This document comprises the rules of Owners Corporations 1, 2, 3 and 4 on Plan No. PS831067G as approved by a special resolution of the Owners Corporation pursuant to section 138 of the Act.

These Rules may not provide for a matter which is provided for in the model rules prescribed from time to time pursuant to section 139 of the Act. If this is the case, then these Rules will be deemed to include the provisions of the model rules relating to such a matter.

The Act and Regulations detail the powers of the Owners Corporation, the general duties of Proprietors, meetings and administration of the Owners Corporation, insurance and other miscellaneous matters. These Rules must be read in conjunction with the Act and the Regulations.

## 2. Definitions and interpretations

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In these Rules:

**Act** means *Owners Corporations Act 2006 (Vic)*, or any subsequent amendments, additions or substitutions that may be enacted from time to time;

**Apartment Lot** means those Lots located on Level 1 to Level 25 (inclusive) on the Plan;

**Bicycle Park** means the area on Common Property fitted with bicycle racks and set aside for the parking of bicycles and/or such other areas designated for the parking of bicycles by the Owners Corporation from time to time;

**Building** means the building constructed on the Land and includes a structure and part of that building or a structure, walls, service installations and other appurtenances of that building;

**Building Manager** means the person engaged by the Owners Corporation to assist on site with the day to day running of the building, such as providing access to respective maintenance contractors, reporting breaches to the Manager, advising the Manager of any areas of concern;

**Carpark Lot** means a Lot that has been constructed to be used primarily as a carpark;

**Common Property** means the area shown as Common Property No. 1, and/or Common Property No.2 and/or Common Property No. 3 and/or Common Property 4 as the case may be, all on the Plan;

**Developer** means UAG West Melbourne Pty Ltd ACN 615 784 006 or any subsidiary or related entity of that company;

**Development** means the land in the Plan and any surrounding land developed, being developed or to be developed by the Developer known as Flagstaff Hill;

**Easement** has the meaning given to the term pursuant to Rule 7;

**Essential Services** means any of transport, fuel, light, power, water, sewerage or any service (whether of a type similar to the foregoing or not) specified from time to time by the Victorian Governor in Council or any Government Agency;

**Facilities Manager** means the person or corporation appointed under the Facilities Management and Licence Agreement to provide the Facilities Management Service;

**Facilities Management and Licence Agreement** means the agreement between the Owners Corporation and the Facilities Manager to provide the Facilities Management Service;



**Facilities Management Service** means the facilities management services to be carried out by the Facilities Manager for the benefit of the Owners Corporation in accordance with the terms of the Facilities Management and Licence Agreement;

**Government Agency** means any authority, which will include without limitation government, semi-government, regulatory (whether public or private), federal, state or local government, and any entity with any authority or delegated responsibility to deal with any matters relating to the Building;

**Land** means the whole of the land contained in the Plan;

**Letting Deed** means the deed between the Owners Corporation and the Letting Manager to provide onsite letting and other services to Proprietors who wish to avail themselves of this service;

**Letting Manager** means the person appointed to provide the Letting Service under the Letting Deed;

**Letting Service** has the meaning given in the Letting Deed;

**Licensed Area** means the area shown on the plan attached to the Letting Deed;

**Lot** means a part of the Land (except a road, a reserve or Common Property) shown on the Plan;

**OC Manager** means the company for the time being appointed by the Owners Corporation as its Manager and a reference in these Rules to the Owners Corporation must, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires;

**Occupier** means any tenant, licensee, visitor, contractor engaged by a Proprietor or any other person or persons occupying a Lot;

**Owners Corporation** means OC1, OC2, OC3 and/or OC4 as the case may be either jointly or severally, all on the Plan;

**Plan or Plan of Subdivision** means plan of subdivision PS831067G;

**Public Holiday** means a day that is a bank holiday in Melbourne, Victoria;

**Proprietor** means an owner of a Lot and/or a Carpark Lot and/or Storage Lot and/or a Retail Lot and/or a commercial Lot affected by the Owners Corporation;

**Retail Lot** means Lots T1 and T2 on the Plan;

**Regulations** means the Owners Corporations Regulations 2018 (Vic) as amended from time to time;

**Rules** mean these rules and any rules adopted by the Owners Corporation from time to time;

**Rules of Use** means the rules of use reasonably set by the OC Manager from time to time;

**Security Access Key** means a key, magnetic swipe card/fob or other device used to open and close doors, gates or locks for all Common Property areas;

**Storage Lot** means a Lot that has been constructed to be used primarily as a storage area; and

**Reception and Storage Licence Area** means the area shown on the plan in Attachment 1 of the Letting Deed.

## 2.1 Interpretation

- (a) Unless the context otherwise requires:
  - i. headings are for convenience only;

- ii. words importing the singular include the plural and vice versa;
  - iii. an expression importing a natural person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority;
  - iv. a reference to a thing includes part of that thing;
  - v. The obligations and restrictions in these Rules must 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;
  - vi. where examples of items are provided within these Rules these are provided for guidance only and are not to be considered exhaustive; and
  - vii. words of inclusion are not words of limitation.
- (b) 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.
- (c) In the event of a conflict between these Rules and any restriction on the Plan, the restriction on the Plan will prevail.
- (d) In the event of a conflict between these Rules and the Model Rules prescribed under the Regulations, these Rules prevail.

### **3. Compliance with Rules and Rules of Use**

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- 3.1 A Proprietor must comply with these Rules and must ensure that any Occupier of that Proprietor's Lot complies with these Rules.
- 3.2 A Proprietor must comply with all directions and Rules of Use set by the OC Manager or the Owners Corporation from time to time and must ensure that any Occupier of that Proprietor's Lot, complies with all such directions and Rules of Use. A breach of any directions or Rules of Use will constitute a breach of these Rules.
- 3.3 A Proprietor and/or Occupier use the Common Property at their own risk.
- 3.4 The Proprietor must pay, within 7 (seven) days of notice from the Owners Corporation, the costs incurred by the Owners Corporation in relation to:
- (a) remedying any breach of these Rules; and
  - (b) any damage caused by any breach of these Rules by a Proprietor or an Occupier of the Proprietor's Lot or a licensee, invitee or contractor of the Proprietor or Occupier.



#### 4. Access to Lots

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Except in the case of an emergency (in which case no notice shall be required) upon five (5) days' notice in writing the Owners Corporation or the OC Manager and their servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Proprietor in cases where such leakage or defect is due to any act or default of the Proprietor or an Occupier). The Owners Corporation and the OC Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Proprietor or any Occupier of the relevant Lot as is reasonable in the circumstances.

#### 5. Compliance with Laws

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- 5.1 A Proprietor and/or Occupier must at the Proprietor's expense promptly comply with all laws relating to the Lot including any requirements, notices and orders of a Governmental Agency.
- 5.2 A Proprietor or Occupier must take all reasonable steps to ensure that any invitee of the Proprietor or Occupier comply with these Rules.

#### 6. Notification

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Each Proprietor must advise the OC Manager, or Building Manager of an out of normal business hours contact address and telephone number of the Proprietor and each occupant of the Proprietor's Lot or any part of it and must promptly advise the OC Manager or Building Manager of any change in such address or telephone number.

#### 7. Right of Way

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Proprietors and/or Occupiers agree and acknowledge that:

- (a) without limiting the rights of the Owners Corporation under section 12(2) for the *Subdivision Act 1988* (Vic), they grant an easement of way (**Easement**) over the Lots to the Owners Corporation for purposes of gaining access to the plant and service areas and any service pipe or ducts located in the Lots or the facade (for cleaning maintenance or repairs purposes) which is for the benefit of each Lot and/or the Common Property and is necessary for the reasonable use and enjoyment of the Lot and the Common Property by Proprietors and Occupiers of Lots;
- (b) they must allow the Owners Corporation and its respective employees, agents, licensees, visitors and contractors to use the Easement for the purpose of gaining access to the plant and service areas and any service pipes or ducts located in the Lots or the facade (for cleaning, maintenance or repair purposes) without interruption and disruption; and
- (c) they must not unreasonably interfere with or prevent the use of the Easement.

#### 8. Owners Corporation Fees

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- 8.1 The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid by each Proprietor according to his or her Lot liability or as otherwise directed by the Owners Corporation or the OC Manager, as follows:
  - (a) in the first year, annually in advance; and
  - (b) thereafter, quarterly in advance unless otherwise resolved by the Owners Corporation.
- 8.2 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

## **9. Support and provision of Services**

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- 9.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor or Occupier must not do anything or permit anything to be done on or in relation to that Lot or the Common Property which results in:
- (a) the structural and functional integrity of any part of the Common Property being altered, changed or impaired; or
  - (b) the passage or provision of services through the Lot or the Common Property is not interfered with.
- 9.2 A Proprietor or Occupier must not install a safe in a Lot without the written consent of the OC Manager and before submitting to the OC Manager a structural engineering report in respect of the proposed installation. The Proprietor or Occupier acknowledges that they will be liable for all reasonable costs that the OC Manager may incur in reviewing reports provided pursuant to this Rule.
- 9.3 The Owners Corporation may share among the Proprietors or Occupiers in the Owners Corporation the common costs of supply, consumption and maintenance of any shared facility or services (including that for gas, power and/or water supply) required for heating or cooling the Lots or cooking within the Lots (except for the Retail Lot and/or the commercial Lot) or shared supply of lighting to:
- (a) a Lot or Lots;
  - (b) a Carpark Lot; or
  - (c) a Storage Lot.
- 9.4 The OC Manager has the discretion to apportion such costs taking into account the benefit, whether wholly, substantially or nominally, to or usage by a Lot for the particular the period being apportioned or the OC Manager may charge a proportion of such service and supply charges relating to the relevant Lot calculated by the OC Manager on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly by the service.
- 9.5 For the avoidance of doubt, the OC Manager reserves its rights pursuant to section 49(2) of the Act.

## **10. Behaviour by Proprietors and Occupiers**

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- 10.1 A Proprietor or Occupier must not:
- (a) create any undue noise, odours, vibrations or behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using Common Property; or
  - (b) obstruct the lawful use of Common Property by any person; or
  - (c) use machinery hammer drills or jack hammers or other noise emitting power tools in a Lot between the hours of 5:00 pm and 8:00 am on weekdays and on weekends or such hours not permitted by the authorities; or
  - (d) make or permit to be made any undue noise in or about the Common Property or any Lot; or
  - (e) allow the entry door or any external door (other than any door from a Retail Lot and/or a commercial Lot to an external area on the ground floor) of any Lot or on Common Property to be physically restrained from closing in any way; or

- (f) allow bicycles to be parked/left in areas other than the Bicycle Park; no e-bicycles or e-scooters or battery-powered mobility devices to be stored in apartments at anytime; these are fire hazards. Mobility devices for people with disabilities will be permitted; or
  - (g) use gymnasium equipment such as walking/running machines, weight stations, dumbbells inside their Lot between the hours of 10.00 pm and 7.00 am; or
  - (h) make or permit to be made noise from music, appliances or otherwise between the hours of 11.00 pm to 8:00 am Monday to Friday and from midnight to 8.00 am on Saturday and/or Sunday which may be heard outside the Proprietor's Lot or which would otherwise be in breach of the *Environment Protection Act 1970* (Vic) or the *Environment Protection (Residential Noise) Regulations 2008* (Vic); or
  - (i) contravene the fire regulations by installing unapproved dead locks or peep holes on its Lot that would void the Owners Corporation insurance policy. Any additional security device(s) installed must be approved by Owners Corporation; or
  - (j) if it is a Proprietor of a Retail Lot and/or a commercial Lot, use any area on its Lot located in the basement of the Building for any usage except other than a grease interceptor room; or
  - (k) object to any applications for any permit or licence to the relevant authority that is required for curbside seating in relation to any Retail Lot.
- 10.2 A Proprietor or Occupier when on Common Property (if on any part of a Lot so as to be visible from another Lot or from Common Property) must be adequately clothed, including appropriate footwear in all areas of the Building at all times (no bare feet permitted) and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another Lot or to any person lawfully using Common Property.
- 10.3 A Proprietor or Occupier must not smoke or consume alcohol on any part of the Common Property including but not limited to the stairwells, lifts, foyers and carpark forming part of the Common Property or such other parts of the Common Property as the Owners Corporation or the OC Manager may designate from time to time.
- 10.4 A Proprietor or Occupier must not use or permit to be used in or on the Common Property, tricycle, (non-motorised) scooters, skateboards, rollers skates, roller blades or the like. A bicycle may only be used on Common Property in the course of travel to and from the Bicycle Park and must only be wheeled through Common Property when accessing the lifts servicing the Bicycle Park. No e-bicycles, e-scooters or battery-powered mobility devices to be stored in apartments, unless given written approval by the Owners Corporation.
- 10.5 A Proprietor or Occupier must not dispose nor permit disposal of cigarette butts, cigarette ash or any other type of rubbish over their balconies/terrace, windows or on any Common Property.
- 10.6 A Proprietor or Occupier must not use their balcony/terrace/external area without consideration for surrounding properties (particularly with respect to noise, behaviour and appropriate clothing).
- 10.7 Food and beverage delivery must only be collected by Proprietors or Occupiers at the secure airlock entry access area of the Development and a Proprietor or Occupier must not permit food or beverage delivery drivers onto any other part of the Common Property or their Lot at any time.
- 10.8 Proprietors and Occupiers must not dirty, soil or stain any part of the common area floors with muddy, dusty or dirty shoes.
- 10.9 Proprietors and Occupiers must not allow more than 4 guests to enter and use any Common Property facilities at any one time, unless they have received prior approval from the Owners Corporation Chairperson or OC Manager.

- 10.10 Proprietors and Occupiers must leave all furniture and surfaces in the common area in clean and tidy condition and cleared of all personal belongings or waste after use. Any furniture that has been moved must be arranged back into the same position. Proprietors and Occupiers must not put, or allow any of their guests to put, their feet on any furniture in the lounge, lobby or any other common areas.
- 10.11 The Proprietors and Occupiers acknowledge and agree that any breach of this Rule 10 will result imposition of penalties and/or breach notices to be issued by the Owners Corporation.

## **11. Air Conditioning and Heating**

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- 11.1 A Proprietor or Occupier must not install, maintain and operate an air- conditioning or heating unit to service the Lot which:
  - (a) is of a design which has not been approved by the Owners Corporation in writing prior to installation. All requests must be put in writing to the Owners Corporation and approval, if any, will be subject to terms and conditions set by the Owners Corporation. The Proprietor or Occupier acknowledges that they will be liable for all reasonable costs that the OC Manager may incur in reviewing reports provided pursuant to this Rule.
  - (b) when operated, damages, affects or interferes with the operation of the Common Property; or
  - (c) emits noise, vibrations or odours which, in the Owners Corporation opinion, interferes with the quiet use and enjoyment of the Common Property or other Lots.
- 11.2 A Proprietor or Occupier must maintain, service and is to be responsible for the air-conditioning condenser belonging to the particular Lot notwithstanding that it may be located on the Common Property. If the air-conditioning condenser is located on the Common Property, the Proprietor or Occupier of the Lot must obtain the prior written permission of the OC Manager or the Building Manager prior to accessing the air-conditioning condenser.
- 11.3 The Owners Corporation will maintain service and be responsible for the cooling/heating ducts on Common Property that is part of a centralised system and located within an Apartment Lot.
- 11.4 Except in the case of an emergency (in which case no notice shall be required) upon five (5) days' notice in writing the Owners Corporation or the OC Manager and their servants, agents and contractors shall be permitted to enter, inspect, trace, test, service, repair and if need be, replace the cooling/heating ducts (and any accessory parts) within these Apartment Lots at the expense of the Owners Corporation except in cases where any repair and/or replacement is due to any act or default of the Proprietor or an Occupier, in which event it will be at the expense of the Proprietor or Occupier.
- 11.5 The Owners Corporation or the OC Manager and their servants, agents and contractors shall be permitted to enter, inspect, trace, test, service, repair and if need be, replace these cooling/heating ducts (and any accessory parts) as many times a year as may be required to ensure the efficient and smooth running of the cooling/heating ducts.
- 11.6 The Owners Corporation and the OC Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Proprietor or any Occupier of the relevant Lot as is reasonable in the circumstances.

## **12. Plants**

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A Proprietor or Occupier who has plants on its Lot, whether on a balcony, terrace or otherwise must:

- (a) ensure that the plants are properly maintained and securely fixed or tethered;
- (b) refrain from watering the plants and the soil in such pots in such a way that water escapes onto the Lot, Common Property or other Lots; and

- (c) excessive planting is prohibited. Bamboo or similar screens and racks are not to be visible from the street or common property, unless permission is granted by the Owners Corporation.

### **13. Leasing or Licensing a Lot / No serviced apartment**

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- 13.1 If a Proprietor allows another person to occupy any part of their Lot the Proprietor must:
  - (a) provide that person with an up to date copy of these Rules;
  - (b) ensure that person and their visitors and invitees comply at all times with these Rules;
  - (c) take all action available to the Proprietor to ensure compliance with these Rules;
  - (d) provide details of the occupant to the Owners Corporation within seven days of commencement of lease; and
  - (e) the Proprietor must advise the Owners Corporation of departed occupant details within seven (7) days of the occupant leaving the apartment.
  
- 13.2 The Occupier of an Apartment Lot shall not lease or license to any person or entity, or use their Lot in any timeshare, fractional, vacation ownership or vacation membership program, for any periods less than 30 consecutive days, except where such letting arrangements are conducted by a Letting Manager or operator of serviced apartments, or an apartment hotel business, approved by the Owners Corporation.
  
- 13.3 The Occupiers of the Apartment Lots acknowledge that the health, safety and management systems set up for that Owners Corporation and the budget and insurance policies in place for that Owners Corporations are based on the Lots in the Owners Corporations being used for residential purposes only.
  
- 13.4 A Proprietor of an Apartment Lot must not and must ensure any Occupier of its Lot does not do anything on the Lot which would compromise the fire safety or security of the Building by:
  - (a) carrying out any activity on the Lot that causes overcrowding on the floor or results in occupation on the floor in excess of the maximum numbers accommodated under the Building Code of Australia for non-commercial residential use;
  - (b) installing any temporary or permanent partitions within the Lot or installing any heating or cooling devices or any additional service or amenity in the Lot without the Owners Corporation's prior approval;
  - (c) compromising the Owners Corporation's ability to make a claim under its insurance or cause the insurer to require the policy to be converted into a commercial premises policy;
  - (d) leaving any doors providing access to the Lot or the Building unlocked or holding any door ajar for multiple persons to enter the Building;
  - (e) leaving any Security Access Key in the mailbox or in any unsecured location or in a key safe;
  - (f) providing or handing over the Security Access Key to any person who is not an Occupier of the Lot; and
  - (g) failing to notify the OC Manager the details of any Occupier of the Lot and an out of normal business hours contact address and telephone number for each Occupier of the Proprietor's Lot and must promptly advise the OC Manager of any change in such address or telephone number. If a Proprietor or its Occupier breaches this Rule 13, the Proprietor must pay the Owners Corporation any charges, fees, fines or penalties or losses incurred by the Owners Corporation in relation to:
    - i. the non-compliance including, without limitation, administrative costs, and legal costs;

- ii. any resultant breach by the Owners Corporation of any law applicable to the Development including rectification costs; or
  - iii. the Owners Corporation not being able to make a claim against its insurer or as a result of the insurer rejecting the Owners Corporation's claim; and
- (h) any increase in the costs of running the Owners Corporation as a result of the breach.

13.5 For the sake of clarity, it is confirmed that if the Proprietor's or its Occupier's actions result in the Owners Corporation having to put into place a different insurance policy, the Proprietor must pay the Owners Corporation the difference between the cost of the policy before the increase and the new insurance premium.

#### **14. Cleaning of Building**

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- 14.1 Having regard to Rule 7, each Proprietor or Occupier must allow the Owners Corporation's and building cleaners access through to and onto the balconies and terraces on a Lot at all times as required by the Owners Corporation's and building cleaners for the purpose of cleaning the windows or facade of the Building. Appropriate prior notice of window and/or façade maintenance will be given to residents.
- 14.2 Proprietors or Occupiers of Lots where anchor points are located must provide access with notice or without notice should notice not be able to be given in an emergency.
- 14.3 Notwithstanding this Rule 14, each Proprietor or Occupier must regularly clean and keep clean the balconies and terraces of their Lot and any of their windows and glass doors which are accessible to them, and comply with all reasonable directions of the Owners Corporation in respect of the cleaning of the exterior of the windows of their Lot.

#### **15. Cleaning of a Lot (including windows)**

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- 15.1 A Proprietor or Occupier must:
- (a) keep that Lot clean and in good repair;
  - (b) keep any balcony/terrace/external area within their Lot clean, tidy and well maintained;
  - (c) keep the drains located under the balcony, terrace or pavers of their Lot clean and clear of any debris and floor waste at all times;
  - (d) keep clean all exterior surfaces of glass and /or windows (including louvres) and doors on the boundary of the Lot, unless the glass and/or windows (including louvers) and doors on the boundary cannot be accessed by the Proprietor or an Occupier safely or at all; and
  - (e) allow and provide all reasonable assistance to permit any window cleaners or tradesmen engaged by the Owners Corporation to access any Lot or any balcony/terrace within their Lot for the purpose of accessing external windows/surfaces contained within the Common Property for the purpose of cleaning and maintaining such windows/surfaces.

#### **16. Damage to Common Property**

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- 16.1 A Proprietor or Occupier must not mark, paint or the like, interfere or otherwise damage or deface, any structure/area that forms part of the Common Property without the approval in writing from Owners Corporation.
- 16.2 A Proprietor or Occupier must promptly notify the OC Manager or Building Manager on becoming aware of any damage or defect in the Common Property.

## 17. Use of Carpark Lot

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17.1 In this Rule 17:

- (a) **Acceptance Period** means a fourteen (14) day period commencing on the date of service of the Offer and the Proposal Document on the Developer;
- (b) **Agreed Car Park Licence** means the form of car park licence which is attached to these Rules at Annexure B and will need to be entered into if the Developer accepts the Offer as varied from time to time;
- (c) **Offer** means a first offer by the Proprietor of a Carpark Lot to licence the Carpark Lot to the Developer on the terms set out in the Agreed Car Park Licence;
- (d) **Notice of Acceptance** means written notice by the Developer to the Proprietor of a Carpark Lot or another party; and
- (e) **Proposal Document** means the details relating to the terms and conditions on which the proposed lease, licence or other occupancy right is proposed to be granted.

17.2 A Proprietor or Occupier of a Carpark Lot must not use its Carpark Lot for any purposes other than for parking of vehicles without first obtaining the written approval of the Owners Corporation.

17.3 A Proprietor or Occupier of a Carpark Lot must not reverse in or out of the Building at any time.

17.4 A Proprietor or Occupier of a Carpark Lot must not in any way obstruct any of the access aisles in the carpark.

17.5 A Proprietor or Occupier of a Carpark Lot must not park or leave a vehicle or permit a vehicle to be parked or left on Common Property so as to obstruct any driveway, entrance or access to a Lot, or in any place other than in a parking area that may be specified for such purpose by the Owners Corporation.

17.6 A Proprietor or Occupier of a Carpark Lot must not park or permit to be parked any vehicle, trailer or motorcycle or bicycle other than within that Proprietor's Carpark Lot.

17.7 The OC Manager is authorised to remove offending vehicles, trailers, bicycles or motor cycles which have been parked on Common Property or protruding onto Common Property as to cause a nuisance and/or blocking pathway access and/or in breach of the Occupational Health & Safety Regulations 2007 or causing interference with access to essential services referable to the Building (including but not limited to emergency fire access doors). For the purpose of this Rule 17.7, the Occupier and Proprietor acknowledge and agree that the Owners Corporation will have requisite authority to remove vehicles in breach of this Rule 17.7 and indemnifies the Owners Corporation from all costs, expenses, damages and all other associated costs in relation to such removal.

17.8 The OC Manager has the authority to engage the services of a third party to monitor and attend to car parking matters on behalf of the Owners Corporation and/or Proprietors who own car parking spaces. Proprietors will be notified of any third-party management.

17.9 The OC Manager may in engaging the third party may authorise it to monitor and/or attend to car parking matters which may include imposition of penalties and/or breach notices for owners of vehicles illegally parked on Common Property or on Carpark Lot belonging to other Proprietors.

17.10 The Owners Corporation has the authority to restrict or prohibit access to the common areas of the car park if a Proprietor or Occupier has been issued with three or more breach notices in one year.

17.11 A Proprietor, Occupier or guest of a Lot must:

- (a) ensure their Carpark Lot is clean and free of oil marks/stains and like substances. The Owners Corporation reserves its right to clean any Carpark Lot and charge the Proprietor for the cost incurred. The Owners Corporation will give the Proprietor a minimum of fourteen (14) days' notice

of its intention to do such cleaning, except in case of emergency, in which case no notice will be required;

- (b) not permit oil leakages from any motor vehicle, trailer, bicycles or motor cycle onto Common Property or on their Carpark Lot and a Proprietor must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains on their Carpark Lot and/or other part of the Common Property;
- (c) at all times comply with any Rules of Use for the carpark which may include the requirement to prominently display on the dashboard of a vehicle parked in any Carpark Lot, a dash pass issued by the OC Manager to the Proprietor of that Carpark Lot; and
- (d) not construct or erect any shed, enclosure or structure of any nature or description around their Carpark Lot.

17.12 The Proprietor of the Carpark Lot agrees and acknowledges that it must ensure that any Occupier complies with this Rule 17.

17.13 Subject to Rule 17.15, the Proprietor or Occupier of a Carpark Lot must ensure that no leases, licences or other occupancy rights are granted in relation to a Carpark Lot, unless the Proprietor or Occupier of the Carpark Lot or other party seeking to grant such possessory rights first makes an Offer to the Developer.

17.14 Rule 17.13 will not apply in the event that the Proprietor of a Carpark Lot or the other party that wishes to grant a lease or licence relating to the Carpark Lot also leases or licences a Lot which forms part of the Property of the Carpark Lot to the same relevant third party.

17.15 For the purposes of Rule 17.13:

- (a) The Proprietor of the Carpark Lot must ensure that the Proprietor of the Carpark Lot or the other party that wishes to grant a lease or licence of a Carpark Lot first submits the Offer and Proposal Document to the Developer in writing for the Developer's consideration.
- (b) If the Developer elects to accept the Offer, the Developer must give its Notice of Acceptance to the Proprietor of the Carpark Lot or the other party within the Acceptance Period.
- (c) Upon acceptance of the Offer by the Developer, the Proprietor of the Carpark Lot or the other party and the Developer shall be deemed to be bound by the Agreed Car Park Licence. The Proprietor of the Carpark Lot or the other relevant party shall also execute and return to the Developer, the Agreed Car Park Licence duly signed within fourteen (14) days of the Proprietor of the Carpark Lot or other party receiving the Notice of Acceptance.
- (d) If the Developer does not deliver a Notice of Acceptance to the Proprietor of the Carpark Lot or the other party within the Acceptance Period, the Proprietor of the Carpark Lot or other party will be entitled to enter into the lease, licence or other arrangement in relation to the Carpark Lot on the terms and conditions set out in the Proposal Document. The Proprietor of the Carpark Lot however will thereafter still have to continue to comply with Rule 17.13 and this Rule 17.15 on an ongoing basis if it or any other party wishes to lease, licence or grant occupancy rights in relation to a Carpark Lot.
- (e) The Proprietor of the Carpark Lot must not sell, transfer, assign or otherwise dispose of the Lot or the Carpark Lot without first delivering to the Developer a re-sale deed in the form reasonably required by the Developer signed by the transferee, assignee or disponent in favour of the Developer agreeing to comply with the terms set out in this Rule 17.13 and this Rule 17.15 on an ongoing basis in the future.
- (f) The Proprietor of the Carpark Lot must:
  - (i) bear its own costs and expenses arising out of and in connection with the negotiation,



preparation and execution of any document prepared in connection with Rule 17.13 and this Rule 17.15; and

- (ii) pay to the Developer’s solicitors an amount of \$500 plus GST representing the Developer’s additional legal costs and expenses incurred in connection with Rule 17.12 and this Rule 17.15 and this payment must be provided to the Developer at the same time as the Proprietor submits the Offer and Proposal Document in accordance with Rule 17.13.

**18. Move Ins/outs (including furniture or goods)**

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- 18.1 A Proprietor or Occupier must not move any article (including furniture and/or goods) through Common Property without giving the Owners Corporation or the OC Manager 72 hours written notice and obtaining the Owners Corporation approval prior to their move to enable a representative of the Owners Corporation or the Building Manager to be present.
- 18.2 A Proprietor or Occupier must fill in a ‘Moving In/Moving Out Form’ and/or a ‘Delivery of Goods Form’ which can be obtained from the OC Manager or Building Manager in the form designated by the OC Manager or Building Manager from time to time.
- 18.3 A Proprietor or Occupier of a Lot must not move any article likely to cause damage or obstruction through the Common Property without first giving the OC Manager sufficient written notice to enable the OC Manager to arrange for a representative of the OC Manager to be present at the time of moving if it is considered necessary.
- 18.4 The Proprietor or Occupier of the Lot may only move articles (including furniture and/or goods) through the area specifically designated by the OC Manager once approval has been granted.
- 18.5 A Proprietor or Occupier must not move articles, furniture and/or goods in and out of the Building outside the hours permitted. Permitted hours are between 8:00 am and 4:00 pm, Monday to Friday (or such other times as are designated by the OC Manager from time to time). Any moves outside these hours are at the discretion of the OC Manager or the Building Manager. A Proprietor or Occupier may not move articles, furniture and/or goods in and out of the building on Saturday, Sunday or Public Holiday, unless prior approval from the OC Manager or Building Manager has been obtained. All moves must be completed by 4:00 pm (or such other times as are designated by the OC Manager from time to time).
- 18.6 If a Proprietor or Occupier wishes to move in after the approved hours, the costs are as follows:
  - (a) Move over-runs by half an hour \$100;
  - (b) Move over-runs by 1 hour \$200;
  - (c) Move over-runs by 2 hours \$550;
  - (d) Any weekend moves are \$550;

The above charges will be charged at the discretion of the OC Manager and must be paid in cash to the appointed Building Manager prior to a move being allowed.
- 18.7 A Proprietor or Occupier moving articles, furniture and/or goods in or out of a Lot will be liable to the Owners Corporation for and indemnifies the Owners Corporation against any damage caused to any property in the Building including Common Property in doing so. Where a Proprietor or Occupier damages the Common Property in the Building by moving articles, furniture and/or goods in or out of a Lot, the cost of repairing that damage must be paid by that Occupier, or failing him or her, the Proprietor of the Lot, to the Owners Corporation within 14 days of receiving the invoice for rectification works.
- 18.8 If required by the OC Manager or Building Manager, a Proprietor or Occupier may be required to provide a bond to the Building Manager as specified in the ‘Moving In/Moving Out Form’ and/or a ‘Delivery of Goods Form’ at the discretion of the Owners Corporation. The bond is to be provided to the Building Manager prior

to any move in/move out and/or delivery of any goods and will be returned to the Proprietor or Occupier once the OC Manager or Building Manager has conducted an inspection and is satisfied that no damage has occurred to the Common Property or Common Property has been dirtied as a result of the move.

- 18.9 A Proprietor or Occupier must not leave in or on any of the Common Property in or around the Building any waste, packaging, wrappers, boxes and the like from move in/out of furniture and/or goods. All such waste, packaging, wrappers and the like must be taken away and disposed away from the Building by the Proprietor or Occupier immediately after the move failing which the OC Manager or Building Manager will arrange for its disposal at the Proprietor's or Occupier's costs, the costs of which will be deducted from any bond provided under Rule 18.7.
- 18.10 All cardboard boxes, packaging and the like from the move in/out of furniture and goods must not be disposed in the garbage chute. Costs of removing blockages caused by the disposal of these cardboard boxes, packing and the like in the garbage chute will be charged to the offending Proprietor or Occupier.
- 18.11 A Proprietor or Occupier is not to store cardboard boxes or other flammable items in storage cages or car spaces.
- 18.12 A Proprietor or Occupier of a Lot must comply with all rules and directions made by the OC Manager or Owners Corporation from time to time, regarding moving in or moving out of a Lot.

## **19. Interference with Common Property**

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A Proprietor or Occupier must not:

- 19.1 without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged;
- 19.2 place any personal items on Common Property without the written approval of the OC Manager;
- 19.3 interfere with the operation of any equipment installed on the Common Property;
- 19.4 use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with or prevent its use by other Proprietors or Occupiers of Lots or their families or visitors;
- 19.5 enter into or permit any person to enter into any plant room, machine housing or the waste disposal room, electricity switch room, machinery room (without the consent of the Owners Corporation) or adjust or cause adjustment to the thermostat, board control, thermostat, electricity, gas, or heating or cooling controls so as to interfere with any installations or services in or on the Common Property without the consent of the Owners Corporation; and
- 19.6 place within that Lot anything, including decorative items or stack storage items or furniture higher than 500 mm below a fire sprinkler or within 500 mm from a fire sprinkler in any direction so as to not hinder its operation or the efficacy of its operation.

## **20. Security of Common Property**

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- 20.1 A Proprietor or Occupier must not do anything which may prejudice or be detrimental to the security, integrity or safety of the Common Property. This includes, but is not limited to, ensuring that all entry into and exit from the Development is carried out via the secure airlock entry access area or by way of the designated carpark entries and exits.
- 20.2 A Proprietor or Occupier must not allow persons unknown to or un-accompanied by them to follow them through or entry to the secured doors to the Building or carpark to the lobby or any other Common Property.

**21. Notification of damage to Common Property**

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A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation, the OC Manager or the Building Manager on becoming aware of any damage to in the Common Property and/or Building.

**22. Compensation to Owners Corporation**

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A Proprietor or Occupier must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

**23. Restricted use of Common Property**

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The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards. Without limitation, the Owners Corporation may, to the extent necessary to ensure the security and to preserve the safety of the Common Property only:

- 23.1 close off any part of the Common Property not required for access to a Lot on a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the Common Property;
- 23.2 permit, to the exclusion of Proprietors and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- 23.3 restrict by means of key or other security device the access of Proprietors or Occupiers; and
- 23.4 restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the Lots to any other level of the Lots.

**24. Security Access Key**

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- 24.1 The Owners Corporation may charge a fee for any approved additional Security Access Key required by a Proprietor.
- 24.2 A Proprietor must exercise a high degree of caution and responsibility in making a Security Access Key available for use by any Occupier and must use all reasonable endeavours (including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier) to ensure the return of the Security Access Key to the Proprietor, the Owners Corporation, the OC Manager or the Building Manager when it is no longer required by the Occupier of the relevant Lot.
- 24.3 A Proprietor or Occupier in possession of a Security Access Key must not duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Access Key is not lost or handed to any person other than another Proprietor or Occupier and is not to dispose of otherwise than by returning it to the Proprietor, or the Owners Corporation or the OC Manager or the Building Manager.
- 24.4 A Proprietor or must promptly notify the Owners Corporation if a Security Access Key issued to him or her is lost or destroyed.
- 24.5 The cost of replacing any Security Access Key or any security device which is issued to the Proprietor of the Owners Corporation will be at that Proprietor’s cost.

**25. Garbage**

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- 25.1 A Proprietor or Occupier must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for garbage.

- 25.2 The Proprietors or Occupiers of Apartment Lots must use the garbage chute for the disposal of only general household waste and small recyclable items and acknowledge that:
- (a) All general household waste disposed via the garbage chute must be drained and at all times wrapped/secured/tied in small parcels/rubbish bags before being placed in the garbage chute;
  - (b) All cardboard boxes and packaging must be broken down and flattened and left packed in the area designated for such items by the Owners Corporation. **No pizza boxes to be put into chutes.**
  - (c) Oversized waste such as pillows, doonas, blankets, construction/fit out waste, packing and the like from move ins/outs and hard rubbish must not be disposed of in the garbage chute or on any area of Common Property. Costs of removing blockages caused by disposal of oversized waste in the garbage chute and/or removal of such items from Common Property will be charged to the offending Proprietor or Occupier; and
  - (d) A Proprietor 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.

## 26. Storage of flammable liquids

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- 26.1 A Proprietor or Occupier of a Lot (other than a Retail Lot and/or a commercial Lot) must not except with the written consent of the OC Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes.
- 26.2 A Proprietor or Occupier of a Retail Lot and/or a commercial Lot must not except with the written consent of the OC Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used in the ordinary course of its business.
- 26.3 Notwithstanding anything in this Rule, a Proprietor or Occupier of a Retail Lot and/or a commercial Lot which includes a grease waste interceptor room in the basement of the Building and/or a store, must not use or store within their grease waste interceptor room and/or store, any flammable chemical, liquid, gas or other flammable material at all at any time. Such grease waste interceptor room must not at any time be used as a store.
- 26.4 A Proprietor or Occupier of a Retail Lot and/or a commercial Lot must not except with the written consent of the OC Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material on its Lot.
- 26.5 The OC Manager or Building Manager in consenting to any such storage may limit the quantity permitted to be stored at any one time and from time to time and impose at its absolute discretion terms and conditions for such storage.

## 27. Pets and animals

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- 27.1 A Proprietor or Occupier must not have an animal(s) within the premises, inclusive of common and private areas, unless they have written medical reasons to do so.
- 27.2 A Proprietor or Occupier must ensure that any animal belonging to the Proprietor or Occupier does not vomit, urinate or defecate on any Common Property, or leave saliva, dirt, mud or paw prints on any Common Property and must immediately clean any vomit, urine, faeces, saliva, dirt, mud or paw prints and any other mess or untidiness caused by the animal. The Proprietors and Occupiers acknowledge and agree that a breach of this Rule will result imposition of penalties and/or breach notices to be issued by the Owners Corporation.
- 27.3 A Proprietor or Occupier must:

- (a) advise the Owners Corporation of the details of any animal belonging to the Proprietor or Occupier including breed, size, colour and name;
  - (b) comply with the *Domestic Animals Act 1984* (Vic);
  - (c) ensure that any animal belonging to the Proprietor or Occupier is restrained and kept on a lead/leash or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary;
  - (d) take all steps necessary to ensure that any animal belonging to them or in his or her control does not cause a nuisance (including bringing that animal indoors to minimise noise); and
  - (e) not keep any animal upon the Common Property or balcony/terrace of a Lot after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 27.4 To minimise pet noise, a Proprietor or Occupier must not leave any animal belonging to them or in their control on their Lot's balcony either overnight or whilst the Proprietor or Occupier is away from their Lot.
- 27.5 A Proprietor or Occupier must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints caused by any animal belonging to them or in their control. Any such cost is to be paid to the Owners Corporation within 28 days of receiving the respective invoice.
- 27.6 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to Proprietors/Occupiers of a Lot or to Common Property, it must give reasonable notice of this resolution to the Proprietor or Occupier who is keeping the animal.
- 27.7 A Proprietor or Occupier who is keeping an animal that is subject of a notice under Rule 27.3(e) and 27.5 must remove that animal permanently from their Lot.
- 27.8 Rules 27.6 and 27.7 do not apply to an animal that assists a person with an impairment or disability.
- 27.9 The Proprietor or Occupier of a Retail Lot and/or a commercial Lot must ensure that its customers, staff and visitors comply with this Rule. The Proprietor or Occupier of Retail Lot and/or a commercial Lot will be responsible for any breach of this Rule by its staff, customers or visitors.

## **28. Consent of Owners Corporation**

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A consent given by the Owners Corporation under these Rules must be made in writing. It may be given or revoked and subject to conditions.

## **29. Complaints and applications**

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A Proprietor may make a complaint in respect of the Building, the OC Manager, the Building Manager or another Proprietor or Occupier of the Building by forwarding correspondence to the OC Manager.

## **30. Infectious diseases**

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In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Proprietor or Occupier of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the OC Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

### **31. Storage of bicycles**

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- 31.1 A Proprietor or Occupier can only use designated lifts in the Building for taking bicycles to and from the Bicycle Park, as directed by the Owners Corporation from time to time.
- 31.2 A Proprietor or Occupier must store their bicycle within in their own Lot (but not on their Lot's balcony/terrace).
- 31.3 A Proprietor or Occupier may store a bicycle on the Bicycle Park. A Proprietor or Occupier stores their bicycle on the Bicycle Park at their own risk.
- 31.4 A Property or Occupier must not permit any bicycle to be brought into or onto the foyer, stairwells, lifts, hallways, walkways, or other parts of the Common Property as may be excluded by the Owners Corporation or its OC Manager from time to time.
- 31.5 A Proprietor or Occupier 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, except to the extent that such loss or damage is caused by the negligence or unlawful act of the Owners Corporation, the Manager or the Building Manager.

### **32. Insurance premiums**

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- 32.1 A Proprietor or Occupier must not without the prior written consent of the Owners Corporation do or permit anything to be done (other than normal use of their Lot or use of the Common Property for the use to which it is intended) which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 32.2 If the Proprietor or Occupier uses their Lot other than in the manner for which it is intended and as a result causes the insurance premium for the Owners Corporation to be made invalid, suspended, or increase the premium then the Proprietor or Occupier will:
  - (a) stop using their Lot for any purpose other than for which it was intended (regardless of whether any approval had been granted by the Owners Corporation); and
  - (b) pay any increase to the Owner's Corporation's insurance premium resulting from using their Lot for another purpose.

### **33. Fire control**

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- 33.1 A Proprietor or Occupier of a Lot must not:
  - (a) use or interfere with any fire safety equipment except in the case of an emergency;
  - (b) obstruct any fire stairs or fire escape; and
  - (c) allow the fire safety equipment (e.g. smoke detectors as installed in respect to their Lot) to become non-operational.
- 33.2 The Proprietor or Occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot, including but not limited to:
  - (a) ensuring that smoke detectors installed in the Lot are properly maintained and tested on a regular basis; and
  - (b) that back up batteries relating to smoke detectors are replaced when required.
- 33.3 To avoid false alarm call outs by the fire brigade, a Proprietor or Occupier of a Lot must not:

- (a) smoke on Common Property, including the corridors, floor landings, foyer, lifts, stairwells and car park or such other parts of the Common Property, as the Owners Corporation or its OC Manager may designate from time to time;
  - (b) open the entry door to their Lot in non-dangerous instances (such as smoke from burning toast or other food) to eliminate the resulting smoke from their Lot. Only windows should be opened to allow smoke to escape in non-dangerous situations;
  - (c) open the entry door to their Lot whilst having steam cleaning or dry cleaning of their carpet undertaken;
  - (d) utilise fire hoses except in the case of an emergency; and
  - (e) leave open the entry door of their Lot whilst having building works undertaken.
- 33.4 For the avoidance of doubt, 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 Proprietor or Occupier identified as being responsible which such amount to be paid within seven (7) days to the Owners Corporation or the relevant fire authority.
- 33.5 A Proprietor must ensure that any Occupier of the Proprietor'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.

#### **34. Signs, Blinds, Umbrellas and awnings**

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- 34.1 A Proprietor or Occupier must not erect or affix any sign or notice for whatever purpose (including any for sale or for lease boards) to any part of the Common Property or a Lot visible from outside the Lot.
- 34.2 A Proprietor or Occupier of a Lot must not erect or affix any sign or notice to any part of a Lot unless:
- (a) it is inside the Lot and will not be visible from outside the Lot, except as required by law; and
  - (b) it has the prior written consent of the Owners Corporation.
- 34.3 If a Proprietor or Occupier installs or arranges the installation of coverings to the windows or any glazed area of the Lot (**Window Coverings**), the Proprietor or Occupier of a Lot must install or arrange the installation of Window Coverings of a type or colour as below:
- (a) all Window Coverings that can be seen from the exterior of the building must only be roller blinds, curtains can be installed to the interior of the apartment;
  - (b) all Window Coverings' external colour must be black as seen from the outside of the building; or
  - (c) as permitted by the Owners Corporation from time to time.
- 34.4 Notwithstanding anything else contained in these Rules, a Proprietor or Occupier must not affix any Window Coverings or any type of awnings, external umbrella or other shade coverings to the terrace or balcony of a Lot or Common Property.
- 34.5 Notwithstanding anything else contained in these Rules, no venetians or verticals are allowed as Window Coverings.

#### **35. Window tinting**

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A Proprietor or Occupier must not allow any glazed portions of the Lot to be tinted or otherwise treated to change the visual characteristics of the original glazing.

**36. No painting, finishing, etc of external façade or Common Property**

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A Proprietor or Occupier must not paint, finish or otherwise alter or interfere with the external façade or improvement forming part of the Common Property or the external faces of their Lot.

**37. Appearance of a Lot**

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- 37.1 A Proprietor or Occupier must not hang or permit to be hung any clothes or other articles on any balcony/ rail/terrace or window on their Lot and/or on any landing, stairway or any other part of the Common Property.
- 37.2 A Proprietor or Occupier may not without prior written consent of the Owners Corporation maintain within the Lot anything visible from outside of the Lot, that when viewed from outside the Lot is not in keeping with the rest of the Building.
- 37.3 Further to Rule 37.2, balconies/terraces are to furnished only with furniture and plants which are quality and compatible with the design character and architecture of Flagstaff Hill, as determined by the Owners Corporation. Furniture and plants are to be kept clean and orderly at all times.
- 37.4 Subject to Rule 37.14, a Proprietor or Occupier must not construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony or terrace of their Lot.
- 37.5 A Proprietor or Occupier must not allow any balcony or terrace which forms part of any Lot to become dirty, unkempt, cluttered or unsightly and that when watering or cleaning to ensure minimal disturbance to Proprietors and Occupiers of other Lots.
- 37.6 Without the prior written consent of the OC Manager, a Proprietor or Occupier of a Lot must not allow any items to be bolted down on the balcony/terrace floor area of their Lot.
- 37.7 A Proprietor or Occupier must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good repair.
- 37.8 A Proprietor or Occupier must ensure that all items on the balcony or terraces are always stored safely and securely and during periods of high winds, all items likely to be lifted by the wind are removed from the balcony or terraces so as to minimise the risk of injury to people and damage to property.
- 37.9 A Proprietor or Occupier must not operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building.
- 37.10 A Proprietor or Occupier must not attach to or hang from the exterior of the Lot any aerial or any security device or wires.
- 37.11 A Proprietor or Occupier must not install or operate or permit to be installed or operated any intruder alarm which emits an audible signal.
- 37.12 A Proprietor or Occupier must not install any external wireless television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.
- 37.13 A Proprietor or Occupier must not allow any glass walls or windows to be dirty or unclean which is visible from outside the Lot.
- 37.14 A Proprietor or Occupier must not install covering to or cover up any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire regulations (including being fire retardant) and be of a colour or material approved by the Owners Corporation and subject to any other conditions set by the Owners Corporation.





- 37.15 Notwithstanding anything else contained in this Rule 37, a Proprietor and Occupier acknowledges and agrees that it will promptly take all reasonable actions to comply with a direction from the OC Manager or Building Manager in relation to the appearance of the Lot.
- 37.16 A Proprietor or Occupier must not place anything, including decorative items or stack store items or furniture higher than 500 mm below any fire sprinkler or within 500 mm from a fire sprinkler in any direction so as not to hinder its operation or the efficacy of its operation.
- 37.17 A Proprietor or Occupier must not install or affix “fairy lights” or similar decorative lighting in any area that is visible to any other Lots or to the public unless permitted by the Owners Corporation.

**38. Mail**

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A Proprietor or Occupier of a Lot must or must ensure that the Occupier of a Proprietor’s Lot will clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, parcels, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects whether solicited or not and must arrange for all such required clearance by other persons should a Proprietor or Occupier of a Lot be absent for any reason for any period of more than one day notwithstanding that this requirement may be waived entirely or otherwise amended by the Owners Corporation provided that any such waiver or amendment is obtained from the Owners Corporation in writing not less than 7 days prior to the date or dates for which such waiver is required.

**39. Compliance with rules by invitees**

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- 39.1 A Proprietor or Occupier must take all reasonable steps to ensure the invitees of the Proprietor or Occupier comply with these Rules.
- 39.2 A Proprietor of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these Rules.

**40. Building works**

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- 40.1 A Proprietor or Occupier must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:
  - (a) The Proprietor or Occupier must enter into a ‘Building Works Agreement’ with the Owners Corporation which details the conditions to apply with respect to the works to be undertaken, including:
    - (i) adherence to these Rules;
    - (ii) carrying out a dilapidation survey (which may involve inspection of the area prior to commencement and also at completion of works);
    - (iii) accepted hours for works to be undertaken;
    - (iv) working access and also materials access;
    - (v) use of lifts;
    - (vi) indemnifying the Owners Corporation against damage, possible claims which may arise as a result of the works undertaken (except to the extent that such damage or claims are caused by the Owners Corporation or the OC Manager); and
    - (vii) payment of a reasonable bond as security;

- (b) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the OC Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
  - (c) the Proprietor or Occupier must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors and Occupiers.
- 40.2 The Proprietor or Occupier must not proceed with any such works until the Proprietor or Occupier:
- (a) submits to the Owners Corporation plans and specifications of all works proposed by the Proprietor or Occupier, regardless of whether the proposed works affect the external appearance of the Building or any of the Common Property or affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
  - (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation and its consultants to be reasonably satisfied that those proposed works accord with the requirements of Rule 40.2(a), do not endanger the Building and are compatible with the overall services to the Building and the individual floors; and
  - (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner and/or consultants engaged by the Owners Corporation to consider and advise the Owners Corporation of such plans and specifications) be paid by the Proprietor and such approval will not be effective until such costs have been paid.
- 40.3 The Proprietor or Occupier must ensure that the Proprietor or Occupier and the Proprietor's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation or OC Manager or Building Manager concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work (and the main entrance and/or lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
- 40.4 Without limiting the generality of Rule 40.3, the Proprietor or Occupier must ensure that the Proprietor or Occupier and the Proprietor's or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (a) building materials must not be stacked or stored on Common Property without the prior written consent of the OC Manager;
  - (b) scaffolding must not be erected on the Common Property or the exterior of the Building without the prior written consent of the Owners Corporation;
  - (c) construction work must comply with all laws of the relevant Government Agencies;
  - (d) the exterior and the Common Property of the Building must at all times be maintained in a clean tidy and safe state; and
  - (e) without the prior consent of the Owners Corporation, construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.
- 40.5 Before any of the Proprietor's or Occupier's works commence the Proprietor or Occupier must:
- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk

insurance policy to the satisfaction of the Owners Corporation;

- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
- (c) pays such reasonable costs as per Rule 40.2(c) to the Owners Corporation; and
- (d) sign a form of indemnity in a form reasonably required by the Owners Corporation to indemnify the Owners Corporation against any damage which may be sustained to the Common Property or any injury which may occur to any person as a result of works being undertaken, except to the extent such damage or loss is sustained as a result of the negligence or unlawful act of the Owners Corporation, the OC Manager or the Building Manager.

40.6 The Proprietor or Occupier must ensure that they do not access other Lots on the Plan or the Common Property for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor or Occupier of the relevant Lot or of the Owners Corporation in the case of the Common Property.

40.7 The Proprietor or Occupier must promptly make good all damage to, and dirtying of, the Building, the Common Property, the services thereof or any fixtures fittings and finishes which are caused by such works. If the Proprietor or Occupier fails to promptly make good such damage after being given notice to do so, the Owners Corporation may make good the damage and clean the Common Property, and in that event the Proprietor or Occupier must pay the Owners Corporation's costs incurred in making good the damage or cleaning the Common Property.

40.8 A Proprietor or Occupier must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the Lot or floor space noise or odour likely to disturb the peaceful enjoyment of a Proprietor or Occupier of another Lot.

#### **41. Compliance with laws**

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41.1 A Proprietor or Occupier must at the Proprietor's or Occupier's expense promptly comply with all laws relating to the Lot including, without limitation, any requirement, notice or order of any governmental authority.

41.2 A Proprietor or Occupier must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other Proprietor, Occupier or their agents or invitees.

#### **42. Conduct of meeting**

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The conduct of meetings of the Owners Corporation must be regulated in accordance with the Act and the Regulations.

#### **43. Recovery of Owners Corporation contribution fees/legal costs**

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The Proprietor must pay within 14 days after demand by the Owners Corporation all reasonable and proper legal costs which the Owners Corporation pays, incurs or expends in consequence of any default by the Proprietor in the performance or observance of any term, covenant or condition contained in these Rules including but not limited to recovery of Owners Corporation contribution fees.

#### **44. Penalty interest**

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Where applicable, the Owners Corporation will charge to a Proprietor or Occupier penalty interest on amounts which are overdue and not paid within 14 days after demand at the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* (Vic).

## **45. Use of appurtenances/apparatus**

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45.1 A Proprietor or Occupier must not:

- (a) use any toilets, pipes and drains, for any other purpose other than those which they were constructed; or
- (b) sweep or dispose of rubbish or other unsuitable substances into them.

45.2 Any costs or expenses resulting from any damage or blockage caused by a breach of this Rule must be borne by the Proprietor or Occupier found to be responsible for the damage or blockage. If the Occupier responsible for the breach of this Rule does not pay the resulting costs or expenses, then the Proprietor will be held responsible for payment.

## **46. No trade or business**

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46.1 The Proprietor or Occupier of a Lot (other than a Retail Lot and/or a commercial Lot) must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so.

46.2 The Proprietor or Occupier of a Retail Lot and/or a commercial Lot may carry on a trade or business from the relevant Retail Lot and/or a commercial Lot, provided:

- (a) the planning scheme governing the use of that Retail Lot and/or a commercial Lot permits that trade or business to be carried on from that Retail Lot and/or a commercial Lot;
- (b) any requirements in respect of the trade or business stipulated by any Government Agency from time to time are complied with; and
- (c) the trade or business can be carried on and is carried on without causing undue nuisance to the Proprietors and Occupiers of other Lots and is otherwise in accordance with these Rules.

46.3 The Proprietor or Occupier of a Retail Lot and/or a commercial Lot can have a liquor licence.

## **47. Private barbeques**

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A Proprietor or Occupier of an Apartment Lot must consider smells permeating through the Building and exercise courtesy to their neighbours when using a barbeque on their Lot balcony/terrace.

## **48. Signage licence**

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A Proprietor or Occupier of a Retail Lot and/or a commercial Lot may erect or fix a sign or notice to the Retail Lot and/or a commercial Lot which is associated with the business carried out from that particular commercial Lot provided the Proprietor or Occupier has obtained:

- (a) the necessary authority consents;
- (b) the written consent of the base building architect, such consent not to be unreasonably withheld;
- (c) the written consent of the Owners Corporation, such consent not to be unreasonably withheld; and
- (d) compliance with the Signage Guidelines, as attached at Annexure A.

## **49. Wind**

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49.1 A Proprietor or Occupier of an Apartment Lot must ensure that prior to departing their Apartment Lot and for so long as their Apartment Lot is not occupied by a responsible adult that all doors (including doors to balconies/terraces) and windows are tightly closed, to minimise the likelihood of risk and damage to

surrounding people or property. During periods of high winds, all loose items are also to be removed from those balconies/terraces.

- 49.2 During periods of high winds, a Proprietor or Occupier of an Apartment Lot must ensure that all doors and windows are tightly closed, including balcony doors to minimise the likelihood of risk and damage to property or the Building or injury to persons.

## 50. Sauna and Change Rooms

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50.1 A Proprietor or Occupier of an Apartment Lot must observe this Rule 50 in relation to use of the Sauna and Change Rooms areas and ensure that any invitees of the Proprietor or Occupier of an Apartment Lot use these Areas in accordance with the following rules

- (a) children under the age of 15 years must be supervised by an adult at all times;
- (b) glass objects, drinking glasses and sharp objects are not permitted;
- (c) alcohol and food are not permitted;
- (d) guests must be accompanied at all times by an Occupier or Proprietor of an Apartment Lot. A maximum of two guests only per Apartment Lot is permitted at any one time;
- (e) smoking is not permitted;
- (f) all users must shower before using the Sauna facilities;
- (g) spitting is not permitted;
- (h) the hours of use of the Sauna is 6:00AM to 10:00PM or as designated by the Owners Corporation from time to time;
- (i) all users of the Sauna must be clothed and be wearing appropriate footwear before leaving the Sauna, no bathers, bare bodies or bare feet permitted;
- (j) footwear must be worn to and from the Sauna Area;
- (k) appropriate attire must be worn at all times. Nude bathing is prohibited and females must not go topless in the Sauna;
- (l) all users of the Sauna do so at their own risk;
- (m) inappropriate behaviour and/or language and/or lewd/sexual acts are not permitted in the Sauna Area;
- (n) no animals are permitted in the Sauna or Terrace Areas. However an animal that assists a person with an impairment or disability is permitted;
- (o) any other Rules approved by the Owners Corporation from time to time;
- (p) must not conduct group exercise sessions/activities without the prior written approval of the Owners Corporation.

## 51. Gymnasium

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51.1 A Proprietor or Occupier of an Apartment Lot must observe the following rules in relation to the use of the gymnasium (**"the Gymnasium"**):

- (a) glass objects, drinking glasses and sharp objects are not permitted in the Gymnasium;
- (b) alcohol and food are not permitted in the Gymnasium;
- (c) a person under the age of sixteen (15) years must be accompanied by an adult at all times;
- (d) smoking is not permitted in the Gymnasium;
- (e) all users of the Gymnasium must carry a towel at all times and wipe down equipment after use;
- (f) the hours of use of the Gymnasium is 6:00AM to 10:00PM or as designated by the Owners Corporation from time to time;
- (g) suitable footwear must be worn to and from the Gymnasium and, while in the Gymnasium, socks and appropriate sport shoes are to be worn at all times;
- (h) suitable clothing (excluding swimwear) is to be worn while in the Gymnasium; users to be clean and hygienic at all times, and **must carry a towel in the Gymnasium and politely clean equipment after use;**
- (i) all users of the Gymnasium must turn off all lights, heating or cooling when last to leave;
- (j) users of the Gymnasium must be inducted on the equipment prior to using the Gymnasium;
- (k) all users of the Gymnasium do so at their own risk;
- (l) no music audible to other users of the Gymnasium, other than that provided by the Owners Corporation, is allowed in the Gymnasium;
- (m) if coming from the sauna area, must dry off completely before entering the Gymnasium;
- (n) no animals are permitted in the Gymnasium. However an animal that assists a person with an impairment or disability is permitted;
- (o) must not conduct group exercise sessions/activities without the prior written approval of the Owners Corporation;
- (p) guests must be accompanied at all times by a Proprietor or Occupier of an Apartment Lot. A maximum of two guests only per Apartment Lot is permitted at any one time.
- (q) inappropriate behaviour and/or language and/or lewd/sexual acts are not permitted in the Gymnasium;
- (r) any other Rules approved by the Owners Corporation from time to time.

## 52. Breach of these Rules

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52.1 Notwithstanding anything else contained herein, if the Proprietor or Occupier breaches any of the Rules contained herein, it acknowledges and agrees that it will:

- (a) do all things; or
- (b) cease doing such things; or
- (c) comply with such reasonable requests made by the OC Manager or Building Manager, to remedy such breach without delay.

- 52.2 Where the Proprietor or Occupier breaches a Rule which results in damage, fees or any costs of associated costs to the Owners Corporation, then the Proprietor or Occupier acknowledges and agrees that it will be responsible for the cost of repairing or rectifying such breach (where appropriate) as soon as possible after it receives notification from the OC Manager or the Building Manager.
- 52.3 If the Proprietor or Occupier does not comply with its obligations pursuant to Rule 51.2 within a reasonable period, the Owners Corporation may do all such things necessary to rectify the breach and the Proprietor or the Occupier must pay the Owners Corporation its costs of attending to same within 14 days of receiving an invoice for such works or actions.
- 52.4 Where damages are insufficient or an inappropriate remedy for a breach of these Rules by the Proprietor or the Occupier, then the Proprietor or Occupier acknowledges and agrees that the Owners Corporation or the OC Manager or Building Manager acting on its behalf shall be entitled to apply to any court of competent jurisdiction for an injunction to prevent any breach or threatened breach of these Rules.

### 53. Health, Safety and Security

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- 53.1 A Proprietor or Occupier must not use the Lot, or permit it to be used, so as to cause hazard to the health, safety and security of a Proprietor, Occupier, or user of another Lot.
- 53.2 A Proprietor or Occupier must ensure that smoke caused by the smoking of tobacco or any other substance by the Proprietor or Occupier, or any invitee of the Proprietor or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

### 54. Selling or Leasing Activities

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- 54.1 A Proprietor or Occupier must ensure that any selling or leasing agent of the Proprietor's Lot does not place any exhibit or advertising sign or board:
- (a) at the entry way to the Lot;
  - (b) in the Building;
  - (c) in or on the Common Property;
  - (d) in front or at the back of the Building,
- without the prior written consent of the OC Manager (which consent may be withheld by the OC Manager in its absolute discretion).
- 54.2 A Proprietor or Occupier of a Retail Lot and/or a commercial Lot must obtain the consent of the Owners Corporation (which consent may be provided in its absolute discretion) for sales agents and potential tenants and/or purchasers of the lots to access the Lots.
- 54.3 A Proprietor or Occupier of a Retail Lot and/or a commercial Lot must adhere to the Signage Guidelines, as attached at Annexure A.

### 55. Special Rights

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#### 55.1 Definitions

In this Rule, **Developer's Mortgagee** means any person or corporation who has taken from the Developer a mortgage or charge over any Lot and each of the successors in title to those persons or corporations.

- 55.2 Nothing in these Rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from

selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots;
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (h) exclude any Proprietor or Occupier and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;
- (i) grant rights to use or access through or over the Common Property to other third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out any works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and
- (j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

55.3 Every Proprietor hereby consents to and agrees to the Developer undertaking any or all of the rights of the Developer set out in this Rule without any prevention or hindrance of such Proprietor and will ensure that its lessee/licensee does not prevent or hinder the Developer in any way.

55.4 The Owners Corporation must do all things reasonably required by the Developer to facilitate the efficient and economic completion of construction of the Lots, the Common Property by the Developer and sale and/or lease by the Developer of Lots and without limitation the Owners Corporation must for those purposes, within seven (7) days of a written request by the Developer, sign all necessary consents, authorities, permits or other such documents as may be required by the Developer and must close off from access by Proprietors and Occupiers parts of the Common Property when it is necessary to do so.

55.5 The Developer and any third party authorised by it under this Rule 55, or any party to which it assigns all or part of the benefits of its rights under this Rule 54 must not in exercising its right and entitlements under this Rule 55 which unduly restricts or limits the use of any Lot.

## **56. Dispute Resolution**

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56.1 The grievance procedure set out in this Rule applies to disputes involving a Proprietor, OC Manager, Occupier or the Owners Corporation.

56.2 The party making the complaint must prepare a written statement setting out the complaint in the approved form.



- 56.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute in writing by the complainant.
- 56.4 If there is no grievance committee, the Owners Corporation must be notified in writing of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- 56.5 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. A meeting may be held in person or by teleconferencing, including by videoconference.
- 56.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 56.7 the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute if the Owners Corporation or the parties to the dispute agree in writing to pay for the cost of obtaining the expert evidence.
- 56.8 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.
- 56.9 This process outlined in this Rule is separate from and does not limit any further action under Part 10 of the Act.

## **57. Special Rules for the Retail Lots and Commercial Lots**

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- 57.1 Notwithstanding anything else contained in these Rules, the following Rules contained in this Rule 57 specifically apply in relation to Retail Lots and/or commercial Lots and to the extent of any inconsistency with any other Rule, this Rule 57 shall take precedence in relation to the Retail Lots and/or commercial Lots as the case may be.
- 57.2 Notwithstanding Rule 11.1, a Proprietor or Occupier of the Retail Lot and/or a commercial Lot may install, maintain and operate on its commercial Lot any air-conditioning or heating unit to service the Retail Lot and/or a commercial Lot which meets all regulatory standards and which when operating, does not damage, affect or interfere with the operation of the Common Property such that it becomes a nuisance or emits noise, vibrations or odours which interfere with the quiet use and enjoyment of other Lots.
- 57.3 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot may move any article (including furniture and/or goods) in and out of the Retail Lot and/or a commercial Lot at any time. If the Proprietor or Occupier is required to move any article (including furniture and/or goods) through Common Property, then Rule 18 applies.
- 57.4 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot must not make any Security Access Keys available to any customer, user, associate, staff or any person that may be directly or indirectly involved in, related to or arising out of the business, trade or enterprise of the Proprietor or Occupier of the Retail Lot and/or a commercial Lot, unless the Proprietor or Occupier of the Retail Lot and/or a commercial Lot has express written permission from the Building Manager. The Building Manager or the Owners Corporation has the authority to immediately cancel any and all Security Access Keys issued to the Proprietor or Occupier of the offending Retail Lot and/or a commercial Lot if there is a breach of this Rule 57.4.
- 57.5 In addition to Rule 25, the Proprietor and Occupier of the Retail Lot and/or a commercial Lot must ensure that all waste which may arise out of the business or trade of the Retail Lot and/or a commercial Lot is disposed of in an appropriate manner, which may include without limitation:
  - (a) all cooking waste to be disposed of via a grease trap, of which the Proprietor or Occupier is responsible for the maintenance and disposal of on a regular basis;
  - (b) all used cooking oil to be disposed of in accordance with any permits or requirements of a Government Agency;

- (c) waste not to be dumped or placed in the waste area of the Common Property without the Building Manager's consent or supervision; and
- (d) The Proprietor or Occupier of a Retail Lot and/or a commercial Lot:
  - i. must bag and secure and deposit all garbage within that Retail Lot and/or a commercial Lot;
  - ii. must arrange for removal of all garbage at its own cost;
  - iii. is only permitted to locate its waste bin/s within the area designated for such use by the Owners Corporation/OC Manager within the loading bay, only on those days and at those times when that Retail Lot's and/or a commercial Lot's waste is due to be collected
  - iv. must immediately remove its rubbish bin/s from the loading bay after the garbage has been collected;
  - v. arrange for and ensure its rubbish bins are washed on a regular basis;
  - vi. recyclable waste, without limitation, paper, cardboard and plastic containers as from time to time nominated by the Owners Corporation must be broken down and left packed in the receptacle or area designated on Common Property specifically provided by the Owners Corporation for such waste disposal;
  - vii. all other office waste (except for ink and toner cartridges) must be securely wrapped at all times in small parcels and deposited into a receptacle or area on Common Property specifically provided for waste disposal; and
  - viii. must arrange for the appropriate disposal of all used ink/toner cartridges and electrical/electronic equipment.

57.6 The Proprietor or Occupier of the Retail Lot and/or a commercial Lot must ensure that any food preparation area within their Retail Lot and/or a commercial Lot has an effective exhaust/ventilation system, which is to be reviewed by an engineer, with certificates to be provided to the Owners Corporation, which include provision for removal of grease laden stems/excess heat, arrest/control of grease emission, prevention of deposits of grease/dirt on surrounding areas.

57.7 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot must ensure any and all cooking exhaust ducts within or part of the Retail Lot's and/or a commercial Lot's kitchen exhaust system is cleaned at a frequency recommended or required by law or by any Government Agency. The Proprietor or Occupier of the Retail Lot and/or a commercial Lot must at all times maintain all safety aspects of their kitchen exhaust system including minimizing grease build-up within the hood and all associated ducts. The OC Manager may also stipulate how frequent the cooking exhaust ducts must be cleaned. The evidence of any clean must be provided to the OC Manager upon request. The engineer or contractor may also stipulate cleaning procedures and frequencies to be adopted by Proprietor and enforced by the Owners Corporation. Unless otherwise stipulated as per this clause, the frequency of cleaning of exhaust hoods and duct will be every six months by a professional cleaner and evidence of such cleaning provided to the Owners Corporation.

57.8 Notwithstanding Rule 34.1, a Proprietor or Occupier of the Retail Lot and/or a commercial Lot may erect or fix a sign or notice to the Retail Lot and/or a commercial Lot which is associated with the business carried out from that particular Retail Lot and/or a commercial Lot provided the Proprietor or Occupier has obtained:

- (a) the necessary authority consents;
- (b) follows the Commercial Fitout Manual, if required;
- (c) follows the Signage Specification Manual, if required; and
- (d) the written consent of the Owners Corporation, such consent not to be unreasonably withheld.

- 57.9 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot may not change any glazed portions of the Lot (or any Common Property adjacent to the Lot) to be tinted or otherwise treated to change the visual characteristics of the glazing.
- 57.10 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot may not paint, finish or otherwise alter the external façade or improvement forming part of the Common Property or their commercial Lot.
- 57.11 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot may not without prior written consent of the Owners Corporation maintain inside the Lot anything visible from outside of the Lot, that when viewed from outside the Lot is not in keeping with the rest of the Building.
- 57.12 Notwithstanding Rule 37.11, a Proprietor or Occupier of the Retail Lot and/or a commercial Lot may install or operate or permit to be installed or operated any intruder alarm which emits an audible signal but must insure that any such installation has proper maintenance and attendance agreement in operation with a security service or any like organization that monitors and attends to any alarms and can disable them expeditiously. In the absence of any such agreement, then the Proprietor or Occupier must obtain the Owners Corporations consent to the installation and operation of any alarm.
- 57.13 Notwithstanding Rule 46, the Proprietor or Occupier of the Retail Lot and/or a commercial Lot may carry on a trade or business from the Retail Lot and/or a commercial Lot, provided:
  - (a) the planning scheme governing the use of that Retail Lot and/or a commercial Lot permits the trade or business to be carried on from that Retail Lot and/or a commercial Lot;
  - (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
  - (c) the trade or business can be carried on and is carried on without causing undue nuisance to the Proprietors and Occupiers of other Lots and is otherwise in accordance with these Rules.
- 57.14 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot and its customer, user, associate, staff or any person that may be directly or indirectly involved in, related to or arising out of the business, trade or enterprise of the Proprietor or Occupier of the Retail Lot and/or a commercial Lot, is not entitled to use any common property not designated to Owners Corporation No 1, No 3 and/or No 4, which includes resident amenities.
- 57.15 A Proprietor or Occupier of the Retail Lot and/or a commercial Lot must follow not carry out fitout works without complying with Rule 40.

## **58. Common Facilities/Common Area**

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In relation to any common facilities/common areas on Common Property not referred to in these Rules, a Proprietor or Occupier must comply with the Rules of Use specified from time to time by the Owners Corporation, the OC Manager or the Building Manager.

## **59. Letting Managers**

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- 59.1 Each Proprietor acknowledges that:
  - (a) a Letting Manager may or may not be engaged by the Owners Corporation to provide onsite letting and other services to Proprietors who wish to avail themselves of this service; and
  - (b) the Letting Manager's office or concierge desk may or may not be located in the Licenced Area which may or may not form part of the Common Property.
- 59.2 A Proprietor or Occupier must not:

- (a) either directly or indirectly do anything to interfere with or obstruct or restrict the Letting Manager from performing the Letting Manager's duties under the Letting Deed;
- (b) interfere with or obstruct the Letting Manager from using the Licenced Area or any other part of the Common Property designated by the Owners Corporation for use by the Letting Manager; and
- (c) on any Lot or the Common Property (except with the written consent of the Letting Manager) conduct or participate in the conduct of:
  - (i) the business of a Letting Manager; or
  - (ii) any other business activity that is an activity identical or substantially identical with any of the services provided by the Letting Manager.

59.3 The hours of operation of the Letting Manager will be at the discretion of the Letting Manager.

59.4 The Letting Manager may change its hours of operation at any time at its absolute discretion.

## **60. Facilities Manager**

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60.1 Each Proprietor acknowledges that:

- (a) a Facilities Manager may or may not be engaged by the Owners Corporation to provide the Facilities Management Service; and
- (b) the Facilities Manager's office or concierge desk may or may not be located in the Reception and Storage Licence Area, which forms part of the Common Property.

60.2 A Proprietor or Occupier must not either directly or indirectly do anything to interfere with or restrict the role or functions of the Facilities Manager and must comply with the reasonable directions of the Facilities Manager from time to time.

60.3 The hours of operation of the Facilities Management Service will be at the discretion of the Facilities Manager.

60.4 The Facilities Manager may change its hours of operation at any time at its absolute discretion.

## **61. Licence Agreements**

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61.1 Access will be granted to the Proprietor or Occupier of any Retail Lot in order to gain access from Dudley Street, or the common driveway and providing access to the Basement garbage, recycling, and cleaning facilities.

61.2 The Developer will be permitted to display their brand on the building in the following locations:

- (a) High-wall signage located on the East Façade of Level 20;
- (b) Signage at the Building Entry and Driveway;
- (c) Lobby and Foyer plaques to acknowledge the design and development team; and
- (d) Any other specified location with written permission from the Owners Corporation committee.

## **62. SDA Apartments**

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62.1 The Owner of a Lot shall have the right to use that Lot:

- (a) as Special Disability Accommodation; or

- (b) for the management or delivery of services to any Lot being used for Special Disability Accommodation

In this Rule 62.1, **Special Disability Accommodation** refers to accommodation for occupiers who require specialist housing solutions to assist with the delivery of support that caters to their extreme functional impairment and very high support needs.

### **63. Committees and Sub-Committees**

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- 63.1 In the instance that 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.
- 63.2 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.
- 63.3 The committee can delegate any or all of its functions to the sub-committees as permitted by Law.
- 63.4 Sub-committees must:
  - (a) be comprised of Members;
  - (b) not act outside of their delegation;
  - (c) act honestly and in good faith in the performance of their functions;
  - (d) act in accordance with the Committees instructions; and
  - (e) report to the Committee with respect to the performance of their functions.
- 63.5 Members of sub-committees must vote in their capacity as members of the sub-committee and not as Members of the committee.
- 63.6 The committee and sub-committees must comply with the Rules and all applicable Laws.



## **ANNEXURE A**

### **SIGNAGE GUIDELINES**

The Proprietor or Occupier of a Retail Lot and/or a commercial lot that wishes to erect any signs, artwork, billboards or hoardings and all electrical and other fittings related to them (**Signs**) must comply with the following guidelines and, if the Owners Corporation deems it necessary in its absolute discretion, shall enter into a signage licence agreement specifies the specific areas for erecting Signs (**Sign Area**) and incorporates the following guidelines:

#### **FEES**

the Proprietor or Occupier must pay any licence fee as reasonably determined by the Owners Corporation and any other costs for all utility services supplied to the Signs.

#### **COMPLIANCE**

the Proprietor or Occupier must comply with all laws and any requirements of any authority in connection with the Sign Area and ensure that its use of the Sign Area does not create a nuisance or interfere with or disrupt the peaceful use and enjoyment of any other portions of the Building or any adjacent or neighbouring premises.

#### **MAINTENANCE**

the Proprietor or Occupier must:

- a) keep any Signs erected in the Sign Area in good condition and make good any damage caused by the removal and replacement of any such Signs; and
- b) remove all Signs erected in the Sign Area as soon as practicable after the end of the term of the licence and make good any damage caused in the removal of such Signs.

#### **ACKNOWLEDGEMENT**

the Proprietor or Occupier acknowledges that the licence agreement is subject to the Owners Corporation Rules and agrees to observe the Owners Corporation Rules in relation to the Sign Area.

#### **INSURANCE**

the Proprietor or Occupier (and where applicable, the Proprietor or Occupier's agents, contractors, subcontractors, employees or invitees) must obtain and maintain for the duration of the term of the licence a policy:

- a) of public liability insurance with a minimum cover of \$10,000,000 for any single claim;
- b) covering the Proprietor or Occupier and the Licensor for their respective rights and interests for all plate glass and other glass windows, doors and partitions in the Sign Area against damage or destruction for the full replacement and reinstatement value; and
- c) covering loss, destruction or damage to the improvements, fixtures, fittings, installations and contents of the Sign Area belonging to the Proprietor or Occupier or for which the Proprietor or Occupier is responsible against all reasonable insurance risks for an amount not less than the full reinstatement and replacement value;

in respect of the Sign Area.

**ANNEXURE B**

**Carpark Licence**

**Car Park Lot**  **at Flagstaff Hill, 45-55 Dudley Street, West Melbourne  
VIC 3003**

**UAG West Melbourne Pty Ltd  
ACN 615 784 006**



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## Schedule

1. **Date of this Licence:** The                      day of
2. **Licensor:**

3. **Licensee:** UAG West Melbourne Pty Ltd ACN 615 784 006
4. **Car Parking Space:** The 



 car parking space marked on the plan attached as Annexure A.
5. **Commencement Date**

--
6. **Term**

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7. **Licence Fee during the Term:**

--
8. **Contract of Sale:** The contract of sale between the Licensor and the Licensee in respect of the Licensor's purchase of the Property dated
9. **Property** Car park lot 



 on the Plan.

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## Signing Page

**Executed** by the parties on the date specified in Item 1.

**LICENSOR:**

**Signed sealed and delivered by**  )  
 ) .....  
in the presence of:

.....  
Witness

**LICENSEE:**

**Executed by UAG West Melbourne Pty Ltd** )  
**ACN 615 784 006** by its Attorney pursuant to )  
power of attorney dated \_\_\_\_\_: ) .....

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## Licence

**Dated**        /        /

This Licence is made on the date specified in Item 1.

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## Parties

**The Licensor**

**The Licensee**

### Background

- A.        The Licensor and the Licensee entered into the Contract of Sale with respect to the purchase of the Property.
- B.        The Licensor has agreed to grant the Licensee a temporary licence to use the Car Parking Space, subject to the terms and conditions contained in this Licence.

### The Parties Agree

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#### 1.        Definitions

In this Licence, unless expressed or implied to the contrary:

**Adjustment** has the same meaning given to that term in the GST Act.

**Adjustment Note** has the same meaning given to that term in the GST Act.

**Car Parking Space** means the parking space specified in Item 4.

**Contract of Sale** means the contract of sale for the Property between the Licensor and the Licensee specified in Item 8

**Commencement Date** means the commencement date specified at Item 5 of the Schedule.

**Consideration** means consideration payable under this Licence in return for a Taxable Supply, but does not include any amount on account of GST.

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (as amended).

**GST** has the same meaning given to that term in the GST Act.

**Input Tax Credit** has the same meaning given to that term in the GST Act, but also includes a reduced input tax credit under Division 70 and an adjusted input tax credit under Division 132 of the GST Act.

**Item** means an item in the Schedule.

**Licence Fee** means the amount specified in Item 7 as adjusted under this Licence.

**Licensee** means the Licensee specified in Item 3 and includes the Licensee's successors and assigns and where it is consistent with the context includes the Licensee's employees, agents, invitees and persons the Licensee allows to use the Car Parking Space.

**Licensor** means the Licensor specified in Item 2 above and includes the Licensor's successors and assigns and where it is consistent with the context includes the Licensor's employees and agents.

**Lot** means lot or lots on the Plan.

**Plan** means proposed plan of subdivision PS831067G.

**Property** means the lots specified in Item 9.

**Recipient** has the same meaning given to that term in the GST Act.

**Supplier** means the entity making a Supply to the Recipient.

**Supply** has the same meaning given to that term in the GST Act.

**Tax Invoice** has the same meaning given to that term in the GST Act.

**Taxable Supply** has the same meaning given to that term in the GST Act.

**Taxes** means a tax, levy, duty, impost, fee, deduction, withholding or charge, however described, imposed by legislation, (including stamp and transaction duty and any car parking levies) together with any related interest, penalty, fine or expense concerning any of them and the costs of challenging any of them.

**Term** means the Term specified in Item 6 of the Schedule.

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## **2. Licence**

The Licensor grants a licence to the Licensee to use the Car Parking Space for the Term starting on the Commencement Date.

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## **3. Payments by the Licensee**

### **3.1 Payment of Licence Fee**

The Licensee must pay the Licence Fee to the Licensor on the Commencement Date, if demanded by the Licensor.

### **3.2 Costs and Duty**

The Licensor must pay:

- 3.2.1 the Licensee's reasonable costs and expenses of \$500 plus GST in relation to the negotiation, preparation and finalisation of this Licence in accordance with special condition 29.10 of the Contract of Sale; and

- 3.2.2 its own costs and expenses arising out of and in connection with the negotiation, preparation and execution of any document prepared in connection with this Licence.

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## **4. GST**

### **4.1 GST Exclusive**

Except as otherwise provided by this clause, all Consideration payable under this Licence in relation to any Supply is exclusive of GST.

### **4.2 Increase in Consideration**

To the extent that any Supply under this Licence constitutes a Taxable Supply, the Consideration payable by the Recipient to the Supplier will be increased by the applicable amount of GST (**GST Amount**), which shall be calculated by multiplying the amount upon which GST is payable by the prevailing rate of GST.

### **4.3 Payment of GST**

Any GST Amount must be paid by the Recipient to the Supplier at the same time and in the same manner as the relevant Consideration is paid or given under this Licence, without any right of set-off or deduction (unless otherwise provided in this Licence).

### **4.4 Reimbursements**

If this Licence requires the Recipient to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the Supplier (**Relevant Expense**), the amount which the Recipient must pay, reimburse or contribute will be the amount net of any Input Tax Credits to which the Supplier is entitled in respect of the Relevant Expense, together with any GST Amount if the payment, reimbursement or contribution constitutes a Taxable Supply by the Supplier to the Recipient.

### **4.5 Tax Invoice**

The Supplier must provide to the Recipient a valid Tax Invoice at or prior to the time of payment of any GST Amount.

### **4.6 Adjustments & Adjustment Notes**

To the extent that any Adjustment occurs in relation to a Taxable Supply, the Supplier must issue an Adjustment Note to the Recipient within 7 days of becoming aware of the Adjustment, and any payment necessary to give effect to such Adjustment must be made within 7 days after the date of receipt of the Adjustment Note.

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## **5. Use of Car Parking Space**

### **5.1 Use of Car Parking Space**

The Licensee must:

- 5.1.1 use the Car Parking Space for the purpose of parking not more than one car at any one time; and

- 5.1.2 not use the Car Parking Space for any purpose other than as permitted under the relevant owners corporation rules relevant to the Property and the Car Parking Space.

## **5.2 Nuisance**

The Licensee must not do anything in connection with the Car Parking Space which may cause a nuisance or interfere with any other person.

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## **6. Repairs and Maintenance**

The Licensee must:

- 6.1 keep the Car Parking Space in the same condition as they were in at the Commencement Date (fair wear and tear excepted) including repairing or replacing anything in the Car Parking Space which is damaged or destroyed by the Licensee; and
- 6.2 remove all oil stains from the Car Parking Space and if the Licensee fails to do so within 7 days of receipt of written notice, pay to the Licensor the costs it incurs in doing so on demand.

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## **7. Release**

The Licensee uses and occupies the Car Parking Space at its own risk and releases the Licensor from all claims resulting from any damage, loss, death or injury in connection with the Car Parking Space except to the extent that the Licensor is negligent.

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## **8. Assignment and Sub-Letting Permitted**

The Licensee may at any time during the Term and without the consent of the Licensor deal with its interest in the Car Parking Space, including assigning this Licence or sub-licensing the Car Parking Space to a new licensee.

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## **9. Licensee's Obligations at end of Licence**

If this Licence ends, the Licensee must:

- 9.1 vacate the Car Parking Space and give it back to the Licensor in a condition consistent with the Licensee having complied with its obligations under this Licence;
- 9.2 remove the Licensee's chattels, fixtures and fittings and make good any damage caused by their removal; and
- 9.3 give to the Licensor all keys and other security devices (if applicable) used by the Licensee to obtain access to the Car Parking Space.

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## **10. Termination of Licence**

The Licensor may terminate this Licence if the Licensee breaches this Licence and does not remedy the breach within 14 days of receipt of written notice from the Licensor.

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## **11. General**

### **11.1 Notices**

Any notice required to be served under this Licence must be in writing and must be served by post, facsimile transmission or hand delivered to:

- 11.1.1 the Licensee at its address set out in this Licence, the Licensee's registered office address or the last known address of the Licensee; and
- 11.1.2 the Licensor at its address set out in this Licence or any other address notified in writing to the Licensee by the Licensor.

### **11.2 Entire Understanding**

This Licence contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Licence and have no effect.

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## **12. Interpretation**

### **12.1 Governing law and jurisdiction**

This Licence is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria and waives any right to object to proceedings being brought in those Courts.

### **12.2 Persons**

In this Licence, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

### **12.3 Joint and Several**

If a party consists of more than one person, this Licence binds them jointly and each of them severally.

### **12.4 Legislation**

In this Licence, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

### **12.5 Clauses and headings**

In this Licence:

- 12.5.1 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Licence; and
- 12.5.2 headings and sub-headings are inserted for ease of reference only and do not effect the interpretation of this Licence.

## **12.6 Severance**

In this Licence:

- 12.6.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- 12.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Licence.

## **12.7 Number and gender**

In this Licence, a reference to:

- 12.7.1 the singular includes the plural and vice versa; and
- 12.7.2 a gender includes the other genders.

## **12.8 Counterparts**

This Licence may be executed and exchanged in the two separate counterparts, which together will constitute one binding instrument.